



- b. The License shall be deemed terminated upon Licensee's discontinuance of the use of Structure for one continuous year or abandonment and removal of Structure. In removing Structure from Property, Licensee shall restore Property and all existing improvements thereon to their condition prior to construction of Structure.
- c. If Licensee defaults with respect to any obligation, covenant or condition of this License and fails to correct the default within thirty (30) days after receipt of notice from City to do so, City may immediately terminate this License by notice to Licensee.
- d. Upon termination of Licensee's ownership interest in Structure.
- e. Upon the following date, unless extended by in writing, executed by both parties: [insert no. of years] years from the Effective Date.

In the event of a termination pursuant to subsection 3(a) above, any Fee paid to City hereunder will be prorated and any remainder, after complete removal of the Structure and repair of the Property, will be returned to Licensee. Licensee shall, at Licensee's sole cost and expense, and within thirty (30) days after the date of the notice of termination or within thirty (30) days after the date the License is deemed terminated, or upon the expiration of this License as set forth in Subsection (e) above, whichever of the foregoing may first occur, remove Structure from Property and restore Property and any improvements thereon to the condition that it was in as of the date Licensee entered Property to commence construction of Structure. If Licensee fails to remove Structure and restore Property within the time period provided, City may at its option perform said work, at the expense of Licensee, which expense Licensee agrees to pay to City upon demand.

4. RELOCATION OF STRUCTURE: In the event City shall at any time so require, Licensee, at Licensee's sole cost and expense, shall reconstruct, alter, relocate, or otherwise improve Structure within thirty (30) calendar days of receipt of written notice from City to do so or such longer period as approved by City in writing. City shall designate the location for Licensee to relocate Structure, if on property owned by City. Any necessary property interests shall be obtained at Licensee's sole cost and expense.

Licensee shall perform the relocation work in a manner satisfactory to City. If Licensee fails to perform such work, City may perform the work at the expense of Licensee, which expense shall, upon demand, be paid by Licensee. The provisions of this License and any additional provisions deemed appropriate by City shall apply to all work Licensee performs under this Section.

5. **SUCCESSORS AND ASSIGNS:** The License granted herein is personal to Licensee and no right hereunder may be assigned or sublet, in whole or in part, and Licensee shall not permit any other person, firm, or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this License without first obtaining the written consent of City. City may withhold its consent to a transfer of this license in its sole and absolute discretion. As a condition to any transfer of this License approved by City, the successor in interest shall be required to execute a Revocable Non-Exclusive License Agreement with City and provide the insurance coverage required herein.
  
6. **ANNUAL INSPECTION:** Licensee shall, at Licensee's sole cost and expense, inspect Structure as often as necessary, but in any event at least once each year, and shall provide City with an annual inspection report on or before each anniversary of the Effective Date of this License in a form approved by City, which describes the condition of Structure. City reserves the right to require inspections on a more frequent basis in its sole and absolute discretion. Licensee shall promptly perform any and all necessary and appropriate repairs or maintenance identified as a result of said inspection. In the event Licensee fails to submit an annual inspection report or fails upon request of City to perform and report on an inspection of the Structure hereunder, City shall have the right, but not the obligation, to perform, or cause to be performed, an inspection at the expense of Licensee, which expense Licensee agrees to pay to City upon demand therefor.
  
7. **MAINTENANCE AND REPAIR:** Licensee assumes all responsibility for maintaining, repairing and inspecting Structure. Licensee shall, at Licensee's sole cost and expense, use Licensee's best efforts to diligently and adequately maintain and repair Structure. Licensee shall promptly perform or caused to be performed any and all maintenance and repairs to Structure when notified by City that such maintenance or repairs are necessary. In the event Licensee fails to satisfactorily maintain or repair Structure as herein required, and Licensee fails to cure such failure within thirty (30) days after written notice to cure is given by City, City, its employees and agents, may enter the Property to cause any maintenance or repair as may be necessary to be done on the Structure, and may thereafter bill Licensee for the entire cost and expense of such maintenance or repair, including administrative costs and interest to the maximum amount permitted by law from and after thirty (30) days from the date the maintenance or repair expense bill is mailed by City to Licensee. In the event any such maintenance expense bill is not paid within said thirty (30) days, City may initiate a civil action to recover the amount owed.

City shall have the right under this Section 7 to require Licensee to make repairs or perform maintenance of Structure in a shorter period of time if such maintenance or repair is necessary to protect the public safety or prevent

property damage, and Licensee shall be responsible to reimburse City for the cost of same.

8. INDEMNITY: Licensee shall indemnify, hold harmless, and defend City, its officers, employees and agents from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorney fees and court costs, claimed or made against City, its officers, employees or agents to the extent caused by (i) Licensee's installation or use of Structure and the Property; (ii) Licensee's failure to properly inspect, maintain, secure, or repair Structure or the Property; or (iii) any breach or violation by Licensee hereunder. Licensee's indemnity obligations set forth in this Section 8 shall survive termination or expiration of this License.
9. SECURITY: City may require Licensee from time to time to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should Licensee fail to perform the obligations under this License, City may, in the case of a cash bond, act for the Licensee using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this License.
10. INSURANCE: Licensee and Licensee's contractors performing work on Structure or Property, if any, shall obtain and maintain in full force and effect during the term of this License, including any period during which Licensee is performing work on Structure or the Property or so long as Structure remains on the Property, the insurance requirements in Attachment One to this License which is incorporated herein by this reference.
11. SEVERABILITY: Each provision of this License is intended to be severable. If any term or provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this License and shall not affect the validity of the remainder of this License.
12. CONDEMNATION: In the event all or any portion of the Property is condemned for public use, Licensee shall receive compensation only in the amount awarded for the taking or damaging of Licensee's Structure. Any compensation for damages for taking Property or Licensee's license interest thereon awarded to Licensee shall be and hereby is assigned to City.
13. LICENSE FEE: Licensee shall pay an annual license fee ("Fee") on July 1 of each year. The Fee for the first year shall be \$ [fill in amount] and is payable upon execution of this License. The Fee shall increase annually effective each July 1 during the term of this License by an amount equal to four percent (4%) of the Fee in effect for the immediately preceding year (based on the Fee in effect for a full calendar year). The City may, in its own discretion, change the amount of the annual Fee by resolution of the City Council. City shall give Licensee

notice of any change in annual Fee other than the regular annual increase set forth above at least thirty (30) days prior to the effective date of any increase. In addition to the annual Fee, in the event that City takes any action hereunder to enforce the terms and conditions of this License, including but not limited to maintenance or repair of the Property or Structure due to the failure of Licensee, actions to recover the annual Fee, or failure by the Licensee to provide up-dated insurance certificates, then Licensee shall be responsible to City for any cost thereby incurred by City, including but not limited to any time spent by City's employees, agents, or contractors to recover same, which Licensee hereby agrees to pay upon receipt of any request and invoice therefor.

14. **CONDITION OF EFFECTIVENESS:** As a condition precedent to the effectiveness of this License, Licensee shall have paid the annual Fee, together with any other costs due City hereunder, and shall have provided satisfactory proof of insurance each year during the term of this License.
15. **COMPLIANCE WITH APPLICABLE LAWS:** Licensee shall comply with all applicable state and federal laws that apply to the Structure, including the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA.
16. **INTEGRATION:** This License and the encroachment permit issued for the Structure constitute the complete expression of the agreement between the parties and supercedes any prior agreements, whether written or oral, concerning the subject of this License. Any modification of or addition to this License must be in writing signed by both parties. In the event of any conflict between the provisions of this License and the encroachment permit applied for and granted herewith, the terms of this License shall control.
17. **INDEPENDENT CAPACITY OF LICENSEE:** Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of City.
18. **LICENSE NOT A LEASE:** This License does not constitute a lease, but constitutes a mere revocable non-exclusive license and Licensee is limited to the use of Structure expressly and specifically described above. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
19. **TIME OF ESSENCE:** Time is and shall be of the essence of this License and of each and every provision contained in this License.
20. **RELATIONSHIP:** The parties intend by this License to establish the relationship of licensor and licensee only and do not intend to create a partnership, joint

venture, joint enterprise, or any business relationship other than that of licensor and licensee.

21. CAPTIONS: The captions in this License are for convenience only and are not a part of this License. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.
22. CHOICE OF LAW; VENUE: This License shall be construed, and its performance enforced, under California law. Any judicial proceeding in connection with any dispute under, or enforcement of, this License shall be brought in Sonoma County, California.
23. NOTICES: Except as otherwise specifically provided in this License, any notice, submittal or communication required or permitted to be served on a party shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Either City or Licensee may from time to time designate an alternate person or office for service in a written notice given to the other. Notices shall be deemed sufficiently served five (5) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon personal delivery. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

To Licensee: [include name of company, contact name, and telephone and facsimile numbers]

To City: Department of Public Works  
Attn: Director of Public Works  
69 Stony Circle  
Santa Rosa, CA 95401

24. AUTHORITY: Licensee hereby represents and warrants to City that it is (a) is a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs]; (b) has the power and authority and the legal right to conduct the business in which it is currently engaged; and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this License. Licensee hereby further represents and warrants that this License has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Licensee in accordance with the terms hereof.

If this License is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title and name of the corporate officers shall be printed under the signature.

The parties have executed this License as of the Effective Date.

**LICENSEE:**

Name of Licensee: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (*check one*):

- \_\_\_\_\_ Individual/Sole Proprietor
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF SANTA ROSA**

a Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

Attachment:

Attachment One – Insurance Requirements

License Agreement

Form approved by the City Attorney 4-14-14