

**REVOCABLE NON-EXCLUSIVE  
GRAZING LICENSE AGREEMENT**

This Revocable Non-Exclusive Grazing License Agreement (“License”), dated for reference purposes only as of [ENTER CURRENT DATE], is made by and between the City of Santa Rosa, a municipal corporation (“City”) and [ENTER LICENSEE NAME] (“Licensee”).

**RECITALS**

- A. City has agreed to permit Licensee to enter on certain City property, commonly referred to as APN \_\_\_\_\_ and as more particularly depicted in Exhibit A attached hereto (“Property”), for the purpose of grazing livestock for weed management on the Property.
- B. Licensee desires to obtain a license from the City to graze Licensee’s livestock on the Property for a maximum of five (5) months.
- C. City is willing to grant a license to Licensee on the terms and conditions hereinafter set forth.

**LICENSE**

Now, therefore, the parties agree as follows:

- 1. **GRANT OF LICENSE:** City grants to Licensee, a non-exclusive revocable license for the purpose of grazing farm animals together with the necessary rights of ingress and egress over the Property.
- 2. **NON-EXCLUSIVENESS OF LICENSE:** This License is non-exclusive. City shall continue to control the Property, including, without limitation, the right to issue additional permits and licenses.
- 3. **TERM OF LICENSE:** The term of this License shall commence on the Effective Date. This License shall continue until it is terminated or for a cumulative total of 5 months within the period of time from the Effective Date through December 31, 2022, whichever is earliest.
- 4. **TERMINATION:** This License may be terminated as follows:
  - a. Either party may terminate this License, for any reason or no reason at all, by giving the non-terminating party one (1) week prior written notice.
  - b. Either party may terminate this License immediately in the event of a breach or default by the other party.

5. **CONDITION OF PROPERTY:** Licensee shall restore the Property and all existing improvements thereon to their condition prior to admittance, normal wear and tear excepted.
6. **FENCING:** In the event that City fencing on the Property is not adequate to keep the Livestock contained to the Property, Licensee will, at Licensee's own expense, provide temporary, portable, electric fencing to keep the Livestock contained within the Property boundaries. If electric fencing is not sufficient to contain the grazing animals, Licensee shall use sufficient means to contain the animals safely and effectively. Licensee shall be solely responsible for keeping the Livestock contained to the Property.
7. **LIVESTOCK HEALTH AND SAFETY:** Licensee shall be solely responsible for the health and safety of the Livestock while they are on the Property. Licensee shall also be solely responsible for ensuring the Livestock have adequate food and water while they are on the Property. Any deceased Livestock shall be removed by Licensee from the Property within twenty-four (24) hours.
8. **INSPECTION:** Licensee shall inspect the Livestock and the Property at least once every two (2) days. City reserves the right to require inspections on a more frequent basis in its sole and absolute discretion.
9. **SUCCESSORS AND ASSIGNS:** The terms, covenants and conditions contained in this License shall bind and inure to the benefit of City and Licensee and, except as otherwise provided herein, their respective personal representatives, successors, and assigns.
10. **ASSIGNMENT:** 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 Grazing License Agreement with City and provide evidence of the insurance coverage required herein.
11. **INDEMNITY:** Licensee shall indemnify, hold harmless, and defend City, its officers, employees, agents and representatives (collectively, the "Indemnified Parties") 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 the Indemnified Parties to the extent caused by: (i) Licensee's Livestock; (ii) Licensee's failure to properly inspect and maintain adequate fencing to keep the Livestock contained to the Property; or (iii) any breach or violation by Licensee hereunder. Licensee's indemnity obligations set forth in this Section 11 shall survive termination or expiration of this License.

12. **INSURANCE:** Licensee and Licensee's contractors on the 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 on the Property or so long as Livestock remains on the Property, the insurance requirements in Exhibit B to this License which is incorporated herein by this reference.
13. **INTEGRATION:** This License shall 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.
14. **SEVERABILITY:** If any provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this License shall remain in effect and shall be enforceable to the full extent permitted by law.
15. **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.
16. **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 Livestock grazing expressly and specifically described above. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
17. **TIME OF ESSENCE:** Time is and shall be of the essence of this License and of each and every provision contained in this License.
18. **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.
19. **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.
20. **CHOICE OF LAW; VENUE:** This License shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of laws provisions. Any judicial proceeding in connection with any dispute under, or enforcement or interpretation of, this License shall be brought in the state courts situated in Sonoma County, California, and all parties to this License waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

21. 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 shall be made to the parties at the respective addresses indicated below:

To Licensee: [ENTER LICENSEE NOTICE ADDRESS]

To City: Director of Santa Rosa Water  
City of Santa Rosa  
69 Stony Circle  
Santa Rosa, CA 95401

22. SIGNATURES REQUIRED: This Agreement shall have no force or effect whatsoever unless and until it has been executed by City and Licensee. By its execution, Licensee covenants and agrees that it will faithfully perform and abide by each and every term, condition, and limitation of the license granted herein, each of which shall be a condition subsequent to continuance in effect of the License.

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.

23. COUNTERPARTS: This License may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Licensee wish to permit this License to be electronically signed in accordance with applicable federal and California law. Either Party to this agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to this License. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement. City reserves the right to reject any digital signature that cannot be positively verified by City as an authentic electronic signature.

[signatures appear on following page]

The parties have executed this License as of the last date set forth below (“Effective Date”).

**LICENSEE:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

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

By: \_\_\_\_\_  
JENNIFER BURKE  
DIRECTOR OF SANTA ROSA WATER

Date: \_\_\_\_\_

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

By (Signature): \_\_\_\_\_

BEST BEST & KRIEGER, LLP

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ethan Walsh

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment:

Exhibit A – Grazing Premises

Exhibit B – Insurance Requirements

EXHIBIT A  
DEPICTION OF GRAZING PROPERTY

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

**A. Insurance Policies:** Lessee shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Limits</b>	<b>Coverage</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate*		Coverage must be at least as broad as ISO CG 00 01 and must include property damage, bodily injury and personal injury coverage. *The general aggregate shall apply separately to this project location or it shall be twice the occurrence limit <b>Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.</b>
2. Business auto coverage	\$ 1 million		(For lessees using and/or commercially parking autos on premises/) ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million		<u>(For Lessees with employees only)</u> As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Lessee, its employees, agents and subcontractors.

**B. Endorsements:**

1. Liability policies shall provide or be endorsed to provide the following:
2. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee. The Property insurance shall **name the City of Santa Rosa as Loss Payee**

**C. Other Insurance Provisions:**

1. For any claims related to this project, **Lessee's insurance coverage shall be primary** and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
2. No policy required by this Agreement shall prohibit Lessee from waiving any right of recovery prior to loss. Lessee hereby waives such right with regard to the indemnitees.
3. All insurance coverage amounts provided by Lessee and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
4. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Lessee may be required to provide financial guarantees.
5. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
6. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- D. Verification of Coverage and Certificates of Insurance:** Lessee shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before Lessee takes occupancy and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.