

**LICENSE AGREEMENT BETWEEN
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT AND**

This is a License Agreement between the Santa Clara County Central Fire Protection District (“Fire District”) and _____, (“Property Owner”).

Background

The Fire District requires certain of its employees and volunteers to undergo field training to ensure operational readiness. This field training simulates real-life situations encountered by certain Fire District employees and volunteers while on duty and may result in property damage, such as the breaking of windows, breaking down of doors, and opening of walls.

Property Owner is willing to allow Fire District to conduct field training on its property at no cost to the District, as long as the District is willing to indemnify and hold harmless the Property Owner in relation to the training exercises, except for damage of the type anticipated to occur as part of the field training.

Agreement

In consideration of the mutual promises made herein, the parties agree as follows:

1. Description of Property; Right to Grant License. Property Owner represents and warrants that Property Owner owns the real property located at _____, any structures thereon, and any personal property therein (collectively, “Property”) or otherwise has the right to grant Fire District the license to use the Property as described in this License Agreement.
2. License. Property Owner grants Fire District a no-cost license to use the Property for the purpose of conducting field training exercises for Fire District’s employees and volunteers.
3. Damage to or Destruction of the Property. Property Owner acknowledges and agrees that (1) these exercises may result in damage to or destruction of structures or personal property on the Property, including, but not limited to, the breaking of windows, breaking down of doors, and opening of walls, and (2) neither Fire District nor its employees or volunteers shall be held liable for any damage to or destruction of structures or personal property on the Property.
4. Tax Consequences. Property Owner understands that Property Owner is solely responsible for determining the tax consequences, if any, of permitting the Fire District to use the Property as permitted by this License Agreement. Property Owner further understands that the Fire District does not and will not provide, or complete, any documentation for Property Owner’s tax purposes.
5. Days/hours. Fire District may use the Property on the following days and during the following hours: _____

6. Term. This license agreement is effective upon execution through unless terminated as allowed hereunder.
7. Termination. This license agreement may be terminated, by either _____ days' written party, on notice to the other party.
8. Indemnification. The Fire District shall indemnify, defend, and hold harmless the Property Owner from any claim, liability, loss, injury or damage arising out of, or in connection with, the training activities authorized under this Agreement to the extent caused by the negligence or misconduct of Fire District, its employees or volunteers; provided, however, that the Fire District shall not be obligated to indemnify, defend, and hold harmless the Property Owner with respect to any damage to or destruction of structures or personal property on the Property, as described in Section 3 of this License Agreement.
9. Compensation. The mutual promises made hereunder by the parties are valid consideration. The parties are under no obligation to provide monetary compensation for the use of the property or the services provided hereunder.
10. Notices. All notices required to be given hereunder, or which either party may wish to give, must be in writing and may be served by either personal delivery or by certified or registered mail, postage pre-paid, addressed as follows:

To Fire District: Deputy Chief, Training Division
Santa Clara County Central Fire Protection District
14700 Winchester Boulevard
Los Gatos, CA 95032

To Property Owner:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other Party.

11. Governing Law, Jurisdiction and Venue. This License Agreement shall be construed and its performance enforced under California law. In the event that suit shall be brought by either party to this License Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San Jose, California.
12. Severability. If any term, covenant, condition or provision of this License Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this License Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. Third Party Beneficiaries. This License Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
14. Amendments. This License Agreement may only be amended by an instrument signed by the parties.
15. Counterparts. This License Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
16. Contract Execution. Unless otherwise prohibited by law or Fire District policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Fire District.
17. Entire Agreement. This License Agreement represents the entire agreement by and between the parties relative to the use of the subject property. Any prior or contemporaneous oral or written agreements by and between the parties and their agents and representatives relative to such use are revoked and extinguished by this License Agreement.

Signed:

Santa Clara County Central Fire Protection District

Property Owner

Ken Kehmna
Fire Chief

Date

Date

Print Name

Approved as to Form and Legality:

Jenny S. Lam
Deputy County Counsel

Date