

NAPA COUNTY AGREEMENT NO. 220286B

SPACE LICENSE AGREEMENT

THIS SPACE LICENSE AGREEMENT (hereinafter referred to as “Agreement” or “License Agreement”) is made and entered into as of this _____ day of _____, 2022, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “Licensee”, and the SHARPSTEEN MUSEUM ASSOCIATION, located at 1311 Washington St., Calistoga CA 94515, hereinafter referred to as “Licensor”;

RECITALS

WHEREAS, Licensor is the owner of certain real property which is located at 1311 Washington St., Calistoga (“Premises”); and

WHEREAS, Licensee, through its Director of Library Services, has requested to temporarily use space at the Premises to provide programs related to the Napa County Library Summer Reading Program; and

WHEREAS, Licensor and Licensee mutually agree that Licensee will operate a reading program at the Premises; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby recognized, Licensor and Licensee agree to the Space License Agreement as follows:

TERMS

1. DESCRIPTION OF PREMISES: Licensor hereby agrees to make available on a temporary basis, and not as a lease, and subject to the conditions of this License Agreement, space located at 1311 Washington St., Calistoga CA 94515 to conduct programs related to the Napa County Library Summer Reading Program, subject to the terms and conditions of this License Agreement set forth herein below.

2. TERM; TERMINATION FOR CONVENIENCE: The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023. The term of the Agreement shall be automatically renewed for an additional year at the end of each fiscal year, not to exceed four (4) additional years, under the terms and conditions then in effect unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. This Agreement may be terminated by either party for any reason and at any time by giving seven (7) days prior written notice of such termination to the other party specifying the effective date thereof.

3. LICENSE FEE: No fee shall be charged to Licensee for the use of the Premises. The sole consideration for this License Agreement being the promises of the parties contained herein and the public benefit arising from services provided.

4. FACILITIES, UTILITIES, MAINTENANCE AND EQUIPMENT:

(a) Building Facilities. It is understood and agreed that Licensor will provide satisfactory and adequate heating, lighting, air conditioning, water, sewer, and electrical facilities within the Premises. Licensor agrees to maintain such facilities in reasonably good working order, repair and operation during the term of this Agreement.

(b) Utilities: In consideration of the benefits that the Licensor will gain by the onsite presence of Licensee, no fee shall be charged to Licensee for the use of utilities.

(c) Furnishings and Equipment: Licensor shall make existing furnishings available to Licensee for use during Program hours.

5. USE OF PREMISES: Licensee shall use the Premises to conduct programs related to the Napa County Library Summer Reading Program. Specific dates for reading program operation shall be approved in advance in writing by the Director of Library Services.

6. HOLD HARMLESS/INDEMNIFICATION/INSURANCE:

(a) Hold Harmless/Indemnification. Licensee shall hold Licensor harmless from all liability or claims for injury to any person or damage to any property occurring in, on, or about the Premises which arises from any negligent or intentional act or omission of Licensee or the officers, agents, or employees of Licensee. Licensor shall hold harmless and indemnify Licensee for any liability or claims for injury to any person or damage to any property occurring in, or about the Premises which arises from any negligent or intentional act or omission of Licensor or the officers, agents, or employees of Licensor. If such injury or damage is caused by acts or omissions of both Licensor and Licensee and/or their respective officers, agents and employees, each party shall be responsible for its own share of the liability and attorneys' fees and court costs in accordance with the degree of relative fault as determined by agreement of the parties or judgment of a court of competent jurisdiction.

(b) Liability Insurance. Licensee agrees to maintain a general liability policy (or equivalent self-insurance, or combination thereof) in the amount of no less than ONE MILLION DOLLARS (\$1,000,000.00) during the term of this Agreement, covering liability for the respective acts or omissions by Licensee or its officers, agents, or employees within the portions of the Premises occupied by Licensee which cause personal injury (including death) or property damage to any person.

(c) Certificates of Insurance. The insurance coverage referenced in 6(b), above, shall be evidenced by one or more certificates of coverage or evidence of equivalent self-insurance and the other additional insureds described herein, and their officers, employees, agents and volunteers or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

7. NOTICES: Except as otherwise expressly provided herein, all communications between the parties required under this Agreement shall be deemed given when made in writing and delivered or deposited in the mail to such party at the address as follows:

LICENSEE: Napa County Library
Attn: Director of Library Services and Community Outreach
580 Coombs St. Napa CA. 94559

AND

Napa County Public Works
1195 Third Street, Suite 101
Napa, CA 94559

LICENSOR: Sharpsteen Museum
Attn: Mr. Alan Rogers, President
P.O. Box 573
Calistoga, CA 94515

The address to which notices and correspondence shall be mailed to either party may be changed by giving prior written notice of the change and the new address to the other party.

8. SURRENDER OF PREMISES UPON EXPIRATION OF THE AGREEMENT: Upon termination of this Agreement, Licensee shall surrender and deliver up quiet possession of the Premises and the use of any fixtures and furnishings provided by Licensor in connection with such use.

9. TIME OF ESSENCE: Time is of the essence in regard to each provision of this Agreement.

10. INTERPRETATION/APPLICABLE LAW: This Agreement shall be construed and interpreted pursuant to the laws of the State of California. Venue for any dispute under this Agreement shall be in the Superior Court of California, County of Napa, and a unified court.

11. WAIVER: The waiver by either party of any breach of any provision of this Agreement at any time shall not be deemed to constitute a waiver of any other provision, or of the same provision in the future. It is the express intent of the parties that either party may strictly enforce the provisions of this Agreement at anytime regardless of past conduct.

12. ATTORNEY'S FEES: In the event legal proceedings are instituted by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney fees.

13. SEVERABILITY: The provisions of this Agreement are severable and the unenforceability, invalidity, or illegality of any provision of this Agreement, as determined by a court of competent jurisdiction, shall not render the other provisions unenforceable, invalid or illegal.

14. ENTIRE AGREEMENT: This Agreement contains all of the agreements between the parties as to the subject matter thereof, supersedes all prior agreements and understandings on this subject, whether oral or written, and cannot be amended or modified except with the prior written consent of the parties.

15. ELECTRONIC SIGNATURES. This Agreement may be executed by electronic

signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SHARPSTEEN MUSEUM ASSOCIATION

By: Alan Rogers
ALAN ROGERS, President

By: _____
BARBARA LENCIONI, Treasurer

"LICENSOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair Board of Supervisors

"LICENSEE"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>March 22, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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SHARPSTEEN MUSEUM ASSOCIATION

By: Alan Rogers
ALAN ROGERS, President

By: Barbara Lencioni TREASURER
BARBARA LENCIONI, Treasurer

"LICENSOR"

NAPA COUNTY, a political subdivision of
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