

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this _____, 20____ by and between _____ (“Licensee”) and the Sonoma County Office of Education (“SCOE”).

WHEREAS, SCOE is the owner of the property at _____ (“the Property”) where SCOE currently operates its program.

WHEREAS, Licensee desires to use a portion of the Property as office space on a temporary basis.

WHEREAS, SCOE is willing to provide to Licensee the facilities described below pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Premises. SCOE hereby authorizes Licensee to use the rooms and the common area, which are described on the attached Exhibit A (“the Premises”). This use shall be limited to the hours of _____ and _____ on the following days: _____.

2. Term. This License commences _____, 20____ and terminates on _____, 20____ unless the parties agree in writing to extend the term.

3. Termination of License. SCOE may terminate this License without cause with sixty (60) days prior written notice to the Licensee.

4. License Fee. Beginning _____, 20____, Licensee shall pay to SCOE on the first day of each month during the term of this License the sum of \$ _____ for the use of SCOE’s facilities as provided herein inclusive of garbage and water utilities, excepting telephone and internet service and electrical usage which will be paid by the licensee.

5. Use of the Premises. Licensee shall be solely responsible for furnishing the Premises and insuring the property that may be stored therein. Licensee shall regularly clean, repair, and maintain the Premises in accordance with applicable health and safety standards.

6. Fingerprinting. Education Code section 45125.1 shall apply to any person who is regularly working on the Property. Licensee shall require, at License's sole expense, any such person to submit to fingerprints and undergo a criminal background check by the Department of Justice. Licensee shall not permit any such person to come onto the Property until the Department of Justice has made a "clearance determination" indicating that the person has not been convicted of a "serious felony" or "violent felony" as defined by Education Code section 45122.1, a "sex offense" as defined by Education Code section 44010, or a "controlled substance" offense as defined by Education Code section 44011. No person who subsequently is convicted of committing any such offense shall be permitted to work on the Property. At the commencement of the Term, Licensee shall submit to SCOE a list containing the names of all such persons for whom the Department of Justice has made a clearance determination. Throughout the Term Licensee shall notify SCOE immediately of any changes in status of persons on the list and any additions to the list.

For all other persons who may be on the Property pursuant to this Agreement, Licensee shall, at Licensee's own expense, provide for the continuous supervision and monitoring of such persons by a person who has received fingerprint clearance from the California Department of Justice.

7. Compliance with Laws. Licensee shall at all times comply with all applicable local, state, and federal laws, regulations and SCOE policies. No smoking or alcohol is allowed on the Property.

8. No Discrimination. Licensee and its employees shall not discriminate on the basis of race, religion, color, ancestry, sex, disability, national origin, or any other prohibited grounds against any person seeking employment or participating in services provided by Licensee.

9. Indemnity. Licensee shall defend, indemnify and hold harmless SCOE from and against all liability, claims, actions, damage or loss for injury, including death, to any person or damage to any property arising out of Licensee's use of the Property under this Agreement. This obligation shall continue beyond the term of this Agreement as to any act or omission, which occurred during this Agreement.

10. Insurance. Licensee shall maintain at all times a policy of liability and property insurance, issued by a company legally licensed to transact business in the State of California, covering personal injuries, including wrongful death, and claims for property damage that arise from Licensee's activities under this Agreement. This insurance shall be in the following amount: comprehensive general liability and premises insurance in a combined single limit of not less than \$1,000,000 on account of any one occurrence.

The insurance policy shall be issued at the sole cost of Licensee. The insurance policy shall name SCOE, its officers, agents and employees as additional insureds and shall not be cancelled, changed or allowed to lapse unless Licensee has first provided notice of the same in writing to SCOE at least thirty (30) days in advance. A certificate evidencing such insurance shall be provided to SCOE prior to Licensee commencing any use at the Property.

Licensee shall at all times maintain worker's compensation insurance as required by law.

In the event that Licensee is self-insured, Licensee shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California. The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to SCOE.

11. Assignment. Licensee shall not assign, sublet or otherwise transfer or encumber any of its rights under this License to any other person without first obtaining the written consent of SCOE.

12. Alterations. Licensee agrees that, during the term of this Agreement, SCOE shall not be called upon by Licensee to make any alterations, additions or improvements in or upon the Premises, and Licensee shall have no right to make alterations, additions or improvements to the Premises without the prior written consent of SCOE.

13. No Warranty. Licensee has thoroughly investigated and inspected the Premises and has determined that they are suitable for its intended use. Licensee takes the Premises "as is."

14. Misuse of Premises. Licensee shall be responsible for and shall promptly pay SCOE for any repairs or replacements, which are made necessary by reason of the negligence or misuse of the Premises or adjoining areas by Licensee or its officers, agents, employees, invitees or participants. SCOE shall not be responsible to Licensee for any damage or injury to persons or property, which may occur in connection with Licensee's use of the Premises.

15. Right of Entry. SCOE shall have the right to enter the Premises at all reasonable times to inspect the physical condition of the Premises and to protect any and all rights of SCOE.

16. Condition of Premises. Upon the expiration of this Agreement, Licensee shall leave the Premises in as good condition as the Premises were at the beginning of the term of this Agreement, ordinary wear and tear excepted.

17. No Agency. No person affiliated with Licensee shall be deemed to be an employee or agent of SCOE.

18. Amendment. This Agreement may be modified only by a written instrument bearing the signature of the authorized representatives of both parties.

19. Notice. Any notices required to be given under this Agreement shall be written and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

Sonoma County Office of Education

Licensee

20. Possessory Interest. Licensee understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

21. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

22. Authorization. Each individual executing this Agreement warrants that he or she is authorized to do so and that this Agreement constitutes a legally binding obligation.

SO AGREED.

SONOMA COUNTY OFFICE OF EDUCATION LICENSEE

(Must be signed by County Superintendent
OR Deputy/Assistant Superintendent)

Name: _____

By: _____

By: _____

Date:

Date: