

LICENSE AGREEMENT

This license agreement is dated as of January 1, 2025, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the "**County**") and the VETERANS MEMORIAL ASSOCIATION OF RICHMOND, CALIFORNIA, a Veterans Association, as defined in the Military and Veterans Code Section 1260 (the "**Association**").

RECITALS

- A. The County is the owner of the real property located at 968 23rd Street, Richmond, California, (the "**Property**"). The Property has been improved with a building known as the Veterans Memorial Hall (the "**Building**") and adjacent on-site parking. A floorplan of the Building is attached as Exhibit A.
- B. The Building serves as a community resource center. Portions of the Building are often used for special events. The County has contracted with a nonprofit public benefit corporation, Weigh of Life (the "**Building Manager**") to provide various building management services, including the scheduling of special events.
- C. Under this agreement, the County is granting the Association permission to use that portion of the Building known as the Conference Room, as shown on Exhibit A (the "**Conference Room**"), to hold regularly scheduled meetings of veterans. If the Association is interested in holding a meeting in the Conference Room outside of its regularly scheduled time, or in holding a special event anywhere in the Building, the Association should contact the Building Manager using the contact information provided in Section 12 below.
- D. On January 15, 1994, the County and the Association entered into a lease under which the Association leased the Building from the County for the Association's use and for the use of other Veterans Associations, as defined in Military and Veterans Code Section 1260 (the "**Lease**"). The Lease expired by its terms on November 30, 1998. The Association has continued to use the Building on a month-to-month basis since the expiration of the Lease. Under the terms of the Lease, the Association was responsible for maintaining the Building, using revenue generated by renting out portions of the Building for events.
- E. The County and the Association mutually agree that upon the commencement of this agreement, the Lease is terminated, along with the Association's obligation to maintain the interior and exterior of the Building and to pay for utilities provided to the Building.

The parties therefore agree as follows:

AGREEMENT

1. **Grant of License; Use.** Subject to the terms and conditions of this agreement, the County hereby grants to the Association a nonexclusive revocable license to enter the

Building to hold regularly scheduled meetings of veterans in the Conference Room, subject to the following limitations:

- a. The Association must inform the Building Manager of the schedule of the regularly scheduled meetings, which schedule may not change more frequently than monthly.
 - b. Regularly scheduled meetings must take place on weekdays and must conclude by 7:00 p.m.
 - c. Due to the capacity of the Conference Room, no more than 25 people may attend regularly scheduled meetings.
 - d. The sale and consumption of alcohol during regularly scheduled meetings is prohibited.
 - e. Smoking is prohibited throughout the Building.
2. **Term**. The term of this agreement is month-to-month. The County and the Association each have the right to terminate this agreement at any time, for any reason, or for no reason, with 30 days' advance written notice; provided, however, the County may terminate this agreement on ten days' advance written notice if the Association violates any term or condition of this agreement.
 3. **License Fee**. The Association will not be charged a fee for its use of the Conference Room. In addition, the Association may hold two special events per calendar year at the Building at no charge.
 4. **Improvements to the Premises**. The Association may not make any improvements or changes to the Building.
 5. **Nonexclusive Right of Use**. This agreement is nonexclusive. The County reserves the right to issue licenses, easements and permits to others that could affect the Property or the Building.
 6. **Existing Facilities**. It is understood and agreed that the County has leases, licenses, and/or easements with others for all or a portion of the Property. The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. The Association will not be compensated for damage resulting from such maintenance.
 7. **Hold Harmless**. The Association shall defend, indemnify, save, and keep harmless the County and its agents against all liabilities, judgments, costs, and expenses that may in any way accrue against the County or its agents as a result of the Association's use of the Property or the Building, save and except claims or litigation arising from the sole negligence or sole willful misconduct of the County.

8. **Insurance.** The Association agrees, at no cost to the County, to obtain and maintain during term of this agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use, and to **name Contra Costa County, its officers, agents, and employees as additional insured** thereunder. The coverage must provide for a 30-day written notice to the County of cancellation or lapse. The Association shall provide evidence of the coverage to the County prior to execution of this agreement.
9. **Assignment.** The Association may not assign its rights under this agreement.
10. **County's Title.** The Association hereby acknowledges the County's fee title in and to the Property and agrees never to assail or to resist the County's title. The Association agrees that it has not, and never will, acquire any rights or interest in the Property as a result of this agreement, and that The Association has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this agreement. Construction of any improvements by The Association on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude The Association from purchasing the Property under a separate agreement with the County.
11. **Notices.** Notices under this agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

Association: Veterans Memorial Assoc. of Richmond
[Need Address]
[City], CA [Zip]

County: Contra Costa County
Public Works Department
Attn: Real Estate Division
40 Muir Road
Martinez, CA 94553

12. **Building Manager.** The Building Manager can be contacted by phone at [redacted] or by email at [redacted].
13. **Governing Law.** This agreement is governed by the laws of the State of California.
14. **Entire Agreement.** This agreement contains the entire agreement between the parties relating to the subject matter of this agreement. No alteration or variation of this agreement is valid or binding unless made in writing and signed by both parties.

[Remainder of Page Intentionally Left Blank]

The parties are signing this agreement as of the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a
political subdivision of the State of
California

Veterans Memorial Association
of Richmond

By: _____
Warren Lai
Director of Public Works

By: _____
James Hill
Commander

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

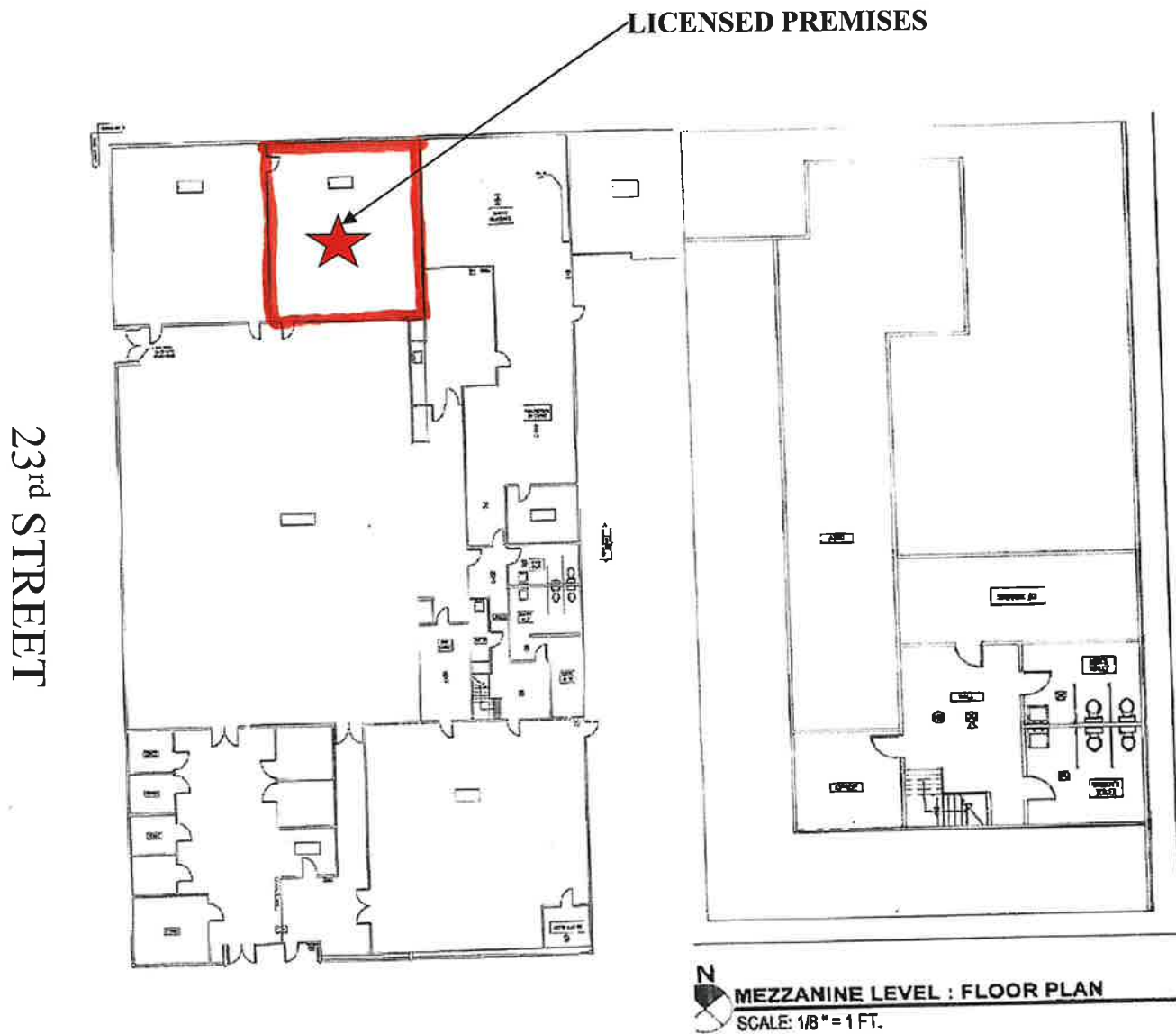
APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

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Approved by County Counsel 3/2021
Rev. 3/2021

EXHIBIT A

Floorplan of Building



LINCOLN AVENUE