

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 WEIGH OF LIFE, a California nonprofit public benefit corporation ("Licensee").

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. In recent years, the Building has been used primarily by local veterans groups and by Licensee. Licensee operates fitness and nutrition classes and social support services at the Building (these and related activities, the "**Community Activities**"). The Community Activities are performed in that portion of the Building shown on Exhibit A (the "**Designated Area**").
- C. Under a service contract having the same date as this agreement, the County is engaging Licensee to provide certain services related to managing the Building and the Property (such contract, as it may be amended from time to time, the "**Service Contract**").
- D. The County and Licensee are entering into this agreement to allow Licensee to (i) conduct the Community Activities, and (ii) perform its obligations under the Service Contract.

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 Licensee a nonexclusive revocable license to enter the Building to do the following:
 - a. Perform Community Activities in the Designated Area; provided, however, the County may relocate the Designated Area at its sole discretion in connection with improvements, renovations or repairs being made to the Building by the County.
 - b. Perform activities related to Lessee's obligations under the Service Contract.No other activities are permitted without the County's prior written consent.
- 2. **Term.** The initial term of this agreement is six months, beginning January 1, 2025, and ending June 30, 2025. Following the initial term, this agreement will be month-to-month; provided, however, throughout the initial term and any subsequent term, the

County and Licensee each have the right to terminate this agreement at any time, for any reason, or for no reason, with 30 days' advance written notice, and provided further that the County may terminate this agreement on ten days' advance written notice if Licensee violates any term or condition of this agreement. Furthermore, if the Service Contract terminates for any reason, this agreement terminates on the same day the Service Contract.

3. **License Fee.** As consideration for this agreement, Licensee agrees to perform its obligations under the Service Contract.
4. **Improvements to the Premises.**
 - a. Licensee may not construct any improvements on the Building without prior written consent from the County. For the purposes of this agreement, any equipment Licensee is permitted to install on the Building is not considered to be an improvement to the Property or the Building and must be removed by Licensee, at its sole cost, upon the termination of this agreement.
 - b. Any improvements to the Building by Licensee (with or without the consent of the County) must be removed by Licensee, at its sole cost, except those improvements that the County and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
 - c. If Licensee fails to remove any improvements or equipment it is required to remove, the County may remove them at Licensee's expense, and Licensee shall immediately reimburse the County upon Licensee's receipt of an invoice from the County.
5. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction over Licensee's activities. This agreement does not constitute governmental approval by Contra Costa County of this use.
6. **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.
7. **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. Licensee will not be compensated for damage resulting from such maintenance.
8. **Hold Harmless.** Licensee 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 Licensee'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.

9. **Insurance.** Licensee 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. Licensee shall provide evidence of the coverage to the County prior to execution of this agreement.
10. **Assignment.** Licensee may not assign its rights under this agreement.
11. **County’s Title.** Licensee hereby acknowledges County’s fee title in and to the Property and agrees never to assail or to resist the County’s title. Licensee agrees that it has not, and never will, acquire any rights or interest in the Property as a result of this agreement, and that Licensee 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 Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with the County.
12. **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.

LICENSEE: Weigh of Life
 968 23rd Street
 Richmond, CA 94804

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

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

Weight of Life, a California nonprofit public benefit corporation

By: _____
Warren Lai
Director of Public Works

By: _____
Ruth Vasquez Jones
Executive Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

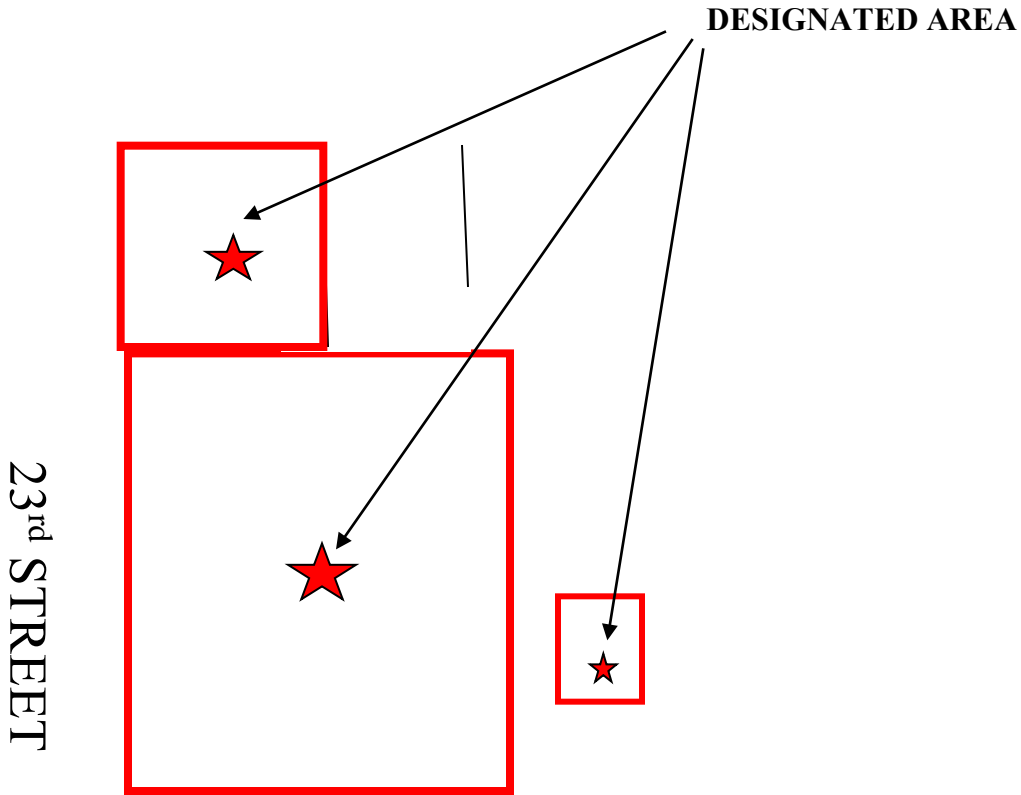
By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT A

Floorplan of Building



LINCOLN AVENUE