

LICENSE AGREEMENT BY AND BETWEEN THE FONTANA FIRE PROTECTION DISTRICT AND WORKING DOGS FOR WARRIORS, CORP FOR THE PROPERTY LOCATED AT 14360 ARROW BLVD (FORMER FIRE STATION #73), FONTANA

This License Agreement ("License") is entered into this _____ day of September 2021 ("Effective Date"), by and between the Fontana Fire Protection District, a California fire protection district organized and existing pursuant to the Fire Protection District Law of 1987 (Health and Safety Code section 13800 *et seq.*) (the "District"), and the Working Dogs for Warrior, Corp., a California non-profit corporation ("Licensee"). District and Licensee are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. Licensee is a nonprofit organization dedicated to training and donating service dogs to veterans and first responders, while combating PTSD in our communities Veterans and first responders
- B. The District is owner of certain real property located at 14360 Arrow Boulevard, Fontana at former Fire Station #73 ("Former Fire Station #73"), and as further depicted in Exhibit "A", attached hereto and incorporated herein by this reference.
- C. The Licensee desires to utilize the Former Fire Station #73 for the purposes set forth and as further described in Exhibit "C" , attached hereto and incorporated herein by this reference.
- D. District desires to enter into this License to allow the Licensee to use Former Fire Station #73 in accordance with the terms and conditions set forth in this Agreement.

TERMS

1. Grant of License. District hereby grants a License to Licensee to utilize the District's property at 14360 Arrow Boulevard, Fontana, for the purpose of training and boarding service dogs.

Former Fire Station #73, which is the subject of this License, is specifically described in the site plan attached hereto as Exhibit "A" and incorporated herein by this reference ("License Area"). The Former Fire Station #73, including any parking areas, is referred to herein as the "Site."

Under this License, Licensee has the right and sole discretion to manage members of the public who enter the License Area.

Licensee represents that it is recognized by the State of California as a 501 (c) (3) non-profit organization. Licensee understands that its non-profit status is a substantial inducement for the District to grant this License. Licensee agrees to maintain its non-profit status as a condition of this License. Failure to maintain this non-profit status shall be

considered a breach of this License, subject to the termination provisions set forth in Section 3 herein.

SECTION 2. ALLOWABLE USES

Unless Licensee obtains prior written approval from the Fontana City Manager, Licensee shall not utilize the License Area for any uses than those specifically set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

SECTION 3. TERM AND TERMINATION OF LICENSE

The term of the License shall be Three (3) years from the Effective Date. The License may be renewed, upon the mutual written agreement of both parties.

In addition, Licensee is hereby granted a 90-day holdover period with respect to the term, wherein, Licensee may occupy the License Area for up to 90 days to accommodate any need Licensee may have to move its operations to another location.

- (a) This License may be terminated upon the default of one of the parties. In the event of a dispute between the Parties, the Parties shall first meet and confer regarding the matter. If the dispute cannot be resolved through a meet and confer session within thirty (30) days of written notice of a default, then the License may be unilaterally terminated by the non-defaulting Party.
- (b) District and Licensee shall have the right to terminate this License without cause by giving sixty (60) days advance written notice of termination to the other Party.
- (c) Upon termination of this License, Licensee shall, at Licensee's sole cost and expense, remove all equipment and materials and restore the License Area to its original condition, excepting only normal wear and tear, acts of God and repairs required to be made by District hereunder.

SECTION 4. UTILITIES

Licensee shall be responsible for the cost of all utility services including: gas, water, electrical fees, telephone, television, cable or internet services in the License Area. Any other expenses related to these services are the sole responsibility of Licensee.

Licensee shall be responsible for opening and closing the License Area. Licensee shall be responsible for opening and closing the License Area or installation, repairs, and/or removal of these services. District staff will not meet vendors for delivery, installation, repair, or removal appointments for the License Area.

SECTION 5. COMPENSATION

District and Licensee agree that the District shall waive any lease payment for License Area for the term of the License.

SECTION 6. MAINTENANCE, REPAIRS, AND IMPROVEMENTS

- (a) Restoration Requirement. District retains the right to require that Licensee restore the License Area to its condition prior to Licensee's occupancy when Licensee vacates the License Area. If Licensee does not restore the License Area to the original condition upon vacating the Site, Licensee will be provided (within thirty [30] days of vacating) with a written explanation of restoration expenses, along with an invoice for these expenses. Licensee shall pay this invoice within sixty (60) days of the postage date. Further, any damage resulting from Licensee's use of the License Area shall also be corrected at Licensee's sole cost and expense.
- (b) Repairs and Damages. District shall be responsible for any major structural repairs to the Site, including such items as leaking roofs, plumbing, and related improvements, providing that the damage to be repaired has not been caused directly by Licensee's use of the Site. District shall accept responsibility for the following items: exterior painting, exterior lighting, roofing, windows and doors (excluding window treatment and screen doors), exterior wall repair, HVAC, plumbing.
- (c) Custodial Responsibilities. Licensee shall be responsible for all arrangements and costs to provide custodial service to the License Area. District shall be responsible for all arrangements to provide custodial service for the restrooms on the Site.

Licensee shall be responsible for placing rubbish, recyclable materials and green waste, in the appropriate locked dumpster located on the Site. Licensee shall further be responsible for locking that dumpster after each use, as applicable. Dumpster(s) shall be kept locked at all times when not in use.

- (d) Tenant Improvements. Licensee shall submit to the District, in writing, any desired changes/improvements to the License Area. This shall include any modifications to existing walls, ceiling, windows, flooring, doors, lighting, interior, exterior, etc. Licensee must receive written approval from District prior to making any improvements or modifications to the License Area. All improvements and their maintenance shall be the financial responsibility of Licensee.

SECTION 7. RESERVATIONS TO DISTRICT

District reserves the right to enter the Site at any reasonable time for the purpose of inspection and/or repairs for which the District is responsible, or to carry out any municipal function. This right shall not be exercised in any manner which will unreasonably interfere with Licensee's use of the License Area. The District will have a key to the License Area, for emergency and maintenance purposes.

SECTION 8. CONDITION OF PREMISES

Licensee agrees to accept the License Area in "as is" condition, and agrees to assume all further liability arising out of the condition of the License Area, once a final inspection is completed jointly by both Parties.

SECTION 9. INSURANCE/INDEMNITY

Insurance required herein shall be provided by Admitted insurers in good standing with the State of California and having a minimum Best's Guide Rating of A-Class VII or better.

- (a) Comprehensive General Liability. Throughout the term of this License and any holdover period, Licensee shall maintain in full force and effect Comprehensive General Liability coverage in the following minimum amounts:

\$4,000,000 property damage;

\$1,000,000 injury to one person/any one occurrence/not limited to contractual period;

\$2,000,000 injury to more than one person/any one occurrence/not limited to contractual period.

- (b) Proof of Insurance Requirements/Endorsement. Licensee shall submit the certificate of liability insurance, naming the District and City of Fontana as additional insured, and an additional insured endorsement to the District and City of Fontana for certification that the insurance requirements of this License have been satisfied.

- (c) Notice of Cancellation/Termination of Insurance. The above policy/policies shall not terminate, nor shall they be canceled, nor the coverage's reduced, until after thirty (30) days' written notice is given to District, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay a premium.

- (d) Indemnity. To the greatest extent allowed by law, Licensee shall indemnify, protect, defend, and hold District and the City of Fontana, and its elected and appointed officials and employees harmless from and against any and all actions, suits, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising from or in connection with the willful misconduct or negligent acts, errors or omissions of Licensee and its agents, representatives, contractors, employees or volunteers relating to or arising from Licensee's operations, programs, use, activities, work or things done, permitted or suffered

by Licensee on, in or about the Site or elsewhere and any and all claims, losses, actions, damages and liabilities arising from breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this License, or arising from any act or omission of Licensee, or any of Licensee's agents, representatives, contractors, employees or volunteers, including reasonable attorneys' fees and all costs incurred by District or the City of Fontana in such action in connection herewith.

SECTION 10. CONDITIONS OF OPERATION FOR LICENSE AREA

- (a) Licensee's hours of operation shall be limited to 8:00 a.m. to 10:00 p.m., Monday through Sunday. Allowable uses shall be limited to the uses set forth in Exhibit "B." Subject to the advance written consent and approval of the City Manager of Fontana in his or her sole and absolute discretion, and subject to terms and conditions as may be prescribed by City Manager (including but not limited to insurance and indemnity), the parties may expand the hours of operation and the list of allowable uses.
- (b) Licensee shall, at all times, keep the District advised of the name, address, and telephone number of the person responsible for Licensee's operations.
- (c) Licensee shall, at all times, keep District advised of the name and telephone number(s) of two persons who can be contacted in the event of an emergency.
- (d) Licensee shall, at all times, take and maintain the utmost caution and care in every respect of its operation and shall observe and maintain the highest standard of safety.
- (e) Licensee shall submit an annual performance report, due July 1st of each year, (beginning in 2022) to the City Manager. The report shall include:
 - 1. Disclosure of all activities the Licensee has conducted both at the License Area and in the community on an outreach basis.
 - 2. Description of any routine maintenance of the License Area.
 - 3. Proof of the Licensee's continued non-profit status.
 - 4. Information on the total revenue received by the Licensee during the reporting period, and disclosure of the sources of that revenue.
- (f) No parking spaces shall be reserved for Licensee. District shall retain the right to exclusive use of parking spaces for District business at any time.
 - 1. All parking must be done in a legal manner (i.e. no double parking).
 - 2. Licensee shall be responsible for ensuring that attendees park in the permitted areas in a legal manner.

- (g) Restrooms shall be kept locked when not in use. Licensee shall ensure restrooms are locked after each use and at the close of business daily, as well as after special use at times other than during the regular business day.
- (h) Licensee shall be responsible for all furniture, equipment, and supplies for the License Area. All items brought in by Licensee shall be removed at the end of the term of the License, including any applicable holdover period. Subject to the holdover period set forth in Section 3 of this License, District does not grant permission for items to remain in the License Area once the term of the License ends.
- (i) District shall issue keys to the individuals whose names are provided by Licensee; all keys must be signed-out in accordance with District procedure. When a person leaves Licensee's program, Licensee must return the key to District so that person's name can be removed from District records. Licensee is not permitted to re-issue any key.

SECTION 11. ENTIRE AGREEMENT

This License contains the entire agreement of the parties hereto with respect to the matters covered herein, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

SECTION 12. GENERAL PROVISIONS

- (a) Notices. All notices, demands, consents, or other communications required to be given under this License shall be accomplished by first class mail, postage prepaid, and deposited in the U.S. mail, or personally served upon the other party.

To District:

City Manager
Fontana Fire Protection District
8353 Sierra Avenue
Fontana, CA 92335

To Licensee:

Michael Welsh
C/O Working Dogs for Warriors, Corp.
11215 Sierra Ave, Ste. 2E #333
Fontana, CA 92337-7593

- (b) Attorney's Fees. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this License, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all

reasonable attorney's fees, costs and expenses incurred by the prevailing party.

IN WITNESS WHEREOF, the parties have executed this License on the day and year first above written.

Dated: September ____, 2021

FONTANA FIRE PROTECTION
DISTRICT

By: _____
City Manager

Dated: September ____, 2021

WORKING DOGS FOR WARRIORS,
CORP.

By: _____
Michael Welsh
President

Attached Exhibits: A. Site Diagram for Former Fire Station
B. Allowable Uses for Former Fire Station

EXHIBIT "A"
MAP OF FIRE STATION #73
(License Area)
14360 Arrow Blvd.
Fontana, CA 92335

- License Area includes use of main building located at the front of the property, the small auxiliary building located at the center of the property and all exterior areas of property.
- The License Area excludes the three buildings ("Excluded Area") outlined in red below.



- Should the Excluded Area be vacated by the district, the Licensee shall have the option for use of the Excluded Area, consistent the terms of this License.

Exhibit A-1

EXHIBIT "B"
ALLOWABLE USES FORMER FIRE STATION #73
14360 Arrow Blvd.
Fontana, CA 92335

Allowable Uses by the Licensee include:

- Serving as administrative offices.
- Conducting Board Meetings.
- Conducting workshops.
- Dog training as follows:
 - Service Dog Training.
 - Scent detection training.
 - SAR Tracking and trailing trainings.
 - Agility/obstacle trainings.
- Kennels for overnight boarding of dogs on property.
- Dog wash for members of the service dog program.

Licensee may not utilize the License Area for any uses other than those specifically established in this License.