

LICENSE AGREEMENT

This License Agreement is made as of July 1, 2008 by and between the City of Lake Elsinore, herein called City, and the California Family Life Center, herein called Licensee.

City hereby offers to allow Licensee to access and use the premises situated in the City of Lake Elsinore, County of Riverside, State of California, described as the "Old Library Building" located at 400 W. Graham, upon the following terms and conditions:

1. **Term.** This Agreement is a nonexclusive license to access the above premises commencing July 1, 2008 or as soon thereafter as the City Council approves this License Agreement, through June 30, 2009 or until termination by either party. The License Agreement may be extended by two additional one-year terms by mutual agreement. A monthly rental of \$1,000.00 shall be paid in advance on the first day of each month during the first term of this License. An annual License fee of \$1 shall be paid in advance on the first day of each year for each one year extension.
2. **Use.** Licensee shall use the premises for the purpose of operating a Youth Opportunity Center and conducting employment training services. Such use pursuant to this License shall not be assigned to any other person or entity. The City of Lake Elsinore will also operate a Tiny Tot Program in the facility.
3. **Care and Maintenance of Premises.** Licensee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Licensee shall, at his own expense and at all times, maintain the premises in good and safe condition, including regular janitorial service. The City, at their sole expense, will maintain heating and air conditioning units in good order and repair.
4. **Alterations.** Licensee shall not, without first obtaining the written consent of City, make any alterations, additions, or improvements, in, to or about the premises except those set forth herein.
5. **Ordinances and Statutes.** Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Licensee.
6. **Assignment and Subletting.** Licensee shall not assign this License or attempt to sublicense any portion of the premises without prior written consent of the City, which consent may be withheld for any reason. Any such assignment or attempt at sublicense without the City's consent shall be void and, at the option of the City, may terminate this License.
7. **Utilities.** All applications and connections for necessary telephone and DSL services and electrical, gas utilities on the premises shall be made in the name of Licensee only and at Licensee's sole expense. Licensee shall be responsible for all monthly utility bills including but not limited to telephone, electric and gas. The City will be responsible to pay for water utilities.

8. **Entry and Inspection.** City retains the right to enter upon the premises at any reasonable times for purposes of inspection or as required to operate the aforementioned Tiny Tot program.

9. **Termination.** Either party may terminate this agreement for any reason whatsoever upon 30 days written notice.

10. **Indemnification of City.** City shall not be liable for any theft, destruction, damage or injury whatsoever to Licensee, or any other person, or to any property, occurring on the premises or any part thereof, and Licensee agrees to hold City harmless from any such claim, no matter how caused.

11. **Limited to Access Only.** This License is limited to access only of the premises. Licensee shall have no right to use any of City's supplies, equipment, or any other assets of City.

12. **Destruction of Premises.** In the event of a partial or total destruction of the premises during the term hereof, from any cause, this License shall be terminated.

13. **Remedies on Default.** If Licensee defaults in the payment of the License fee or defaults in the performance of any of the other covenants or conditions hereof, City may give Licensee notice of such default and if Licensee does not cure any such default within three (3) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within such three (3) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then City may terminate this License on not less than three (3) days notice to Licensee. On the date specified in such notice the term of this License shall terminate, and Licensee shall then cease all access to the premises to City, but Licensee shall remain liable as hereinafter provided. If this License shall have been so terminated by City, City may at any time thereafter prevent access to the premises by any lawful means and remove Licensee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

14. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

15. **Notices.** Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Licensee at the premises, or City at the address shown below, or at such other places as may be designated by the parties from time to time.

16. **Heirs, Assigns, Successors.** This License is binding upon and inures to the benefit of the heirs, assigns, successors in interest to the parties.

17. **Renewal.** Any extension of this License shall be at the sole discretion of the City. All of the terms and conditions of the License shall apply during such renewal term, if any.

18. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first written above.

CITY OF LAKE ELSINORE:

LICENSEE:


Robert A. Brady, City Manager

ATTEST:


INTRIM City Clerk


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SEPT 23, 2008

APPROVED AS TO FORM:


City Attorney