

**LICENSE AGREEMENT**  
Single Use

This agreement is entered into as of \_\_\_\_\_, by and between **KINGS MOUNTAIN VOLUNTEER FIRE BRIGADE, INC.**, WOODSIDE, CALIFORNIA, a California non-profit corporation ("**KMVFB**") and \_\_\_\_\_ ("**Licensee**"), under the following circumstances:

- A. **KMVFB** owns the property located at 13889 Skyline Blvd., Woodside, California, which includes the following:
1. A community center room, kitchen and two (2) bathrooms (the "**Community Center**");
  2. A storage room adjoining the Community Center ("**Room A**");
  3. A storage room adjoining the Community Center ("**Room B**");
  4. A conference room adjoining the **Community Center** ("**Conference Room**");
  5. An asphalt parking area from which is excluded marked fire lanes for use by emergency vehicles (the "**Parking Area**");
  6. Garages, storage areas, and office housing the vehicles and equipment of the **KMVFB**;
  7. Radio Room and Antenna Tower;
  8. A "cook shack";
  9. Grounds surrounding the **Community Center** and **Parking Area** consisting in total of approximately five (5) acres ("**Unimproved Grounds**").

Collectively the foregoing property and improvements are referred to herein as "**the Facilities**".

B. **Licensee** is a **member in good standing** of the **KMVFB**. *Note: **KMVFB** is a separate entity from the Kings Mountain Association (KMA).*

C. **Licensee** desires to use a portion of the **Facilities** at specified times for the purpose set forth in this agreement.

NOW, THEREFORE, **KMVFB** and **Licensee** agree as follows:

1. In consideration of the **License Fee** and promises and covenants set forth below, **KMVFB** grants to **Licensee** a license for use of a portion of the **Facilities** upon the terms and subject to the conditions set forth herein.
2. The portion of the **Facilities**, which **Licensee** is authorized to use, is as follows:  
\_\_\_\_\_ (the "**Licensed Space**").
3. **Licensee** is authorized to use the **Licensed Space** solely for the following purpose:  
\_\_\_\_\_ (the "**Licensed Use**").
4. **Licensee** is granted a license to use the **Licensed Space** beginning at (time)\_\_\_\_\_ on (date) - \_\_\_\_\_ and ending at (time) \_\_\_\_\_ on (date) \_\_\_\_\_ (the "**Licensed Period**").
5. Any change in the **Licensed Use**, **Licensed Space**, and/or **License Period** must be approved in advance and in writing (e-mail) by the **KMVFB** Building Manager.
6. Notwithstanding the generality of any provision of this agreement to the contrary, entry upon the following portions of the **Facilities** by **Licensee** and **Licensee's** invitees is expressly excluded and prohibited:
  - a. Entry upon any roof;
  - b. Entry upon radio antenna tower;
  - c. Entry upon or within 25 feet of the Verizon antenna tower and equipment structure;
  - d. Entry upon or within 25 feet of the above ground fuel storage tank;
  - e. Entry upon or within 15 feet of the above ground generator;
  - f. Entry upon or within 5 feet of the above ground propane tank;
  - g. Entry upon any portion of the **Facilities** not specifically included in the **Licensed Space**.

7. **Licensee** shall pay to **KMVFB** the sum of \$\_\_\_\_\_ (the "**License Fee**") upon execution of this agreement for the License provided herein.

8. **Licensee** shall maintain the **Licensed Space** in good order and condition during the **License Period** and shall return the **Licensed Space** in the same condition as at time of commencement of the **License Period**, ordinary wear and tear excepted. **Licensee** shall not make any alteration to any portion of the **Facilities** and shall not use thumbtacks, nails, paint or any other fastener or substance which in any way disfigures or discolors walls, ceilings, floors, furnishings, fixtures or equipment of the **Licensed Space**.

9. Any personal property of **Licensee** or **Licensee's** invitees remaining at the **Facilities** at the end of the **License Period** shall be deemed abandoned and may be discarded or disposed of by **KMVFB** without further notice.

10. **Licensee** shall deposit the sum of \_\_\_\_\_ with **KMVFB** to assure and secure **Licensee's** full and faithful performance of its obligations under this agreement which deposit shall be fully refundable upon **Licensee's** performance of its obligations under this agreement. Notwithstanding whether **Licensee's** deposit, if any, is sufficient, **Licensee** shall be responsible and liable to **KMVFB** for the following:

- a. Expenses reasonably necessary for the repair of damage to the **Facilities** caused by or resulting from use by **Licensee** and **Licensee's** invitees.
- b. Expenses reasonably incurred as a result of **Licensee's** failure to leave the **Licensed Space** in the condition as it existed at commencement of this agreement, ordinary wear and tear excepted.
- c. Expenses reasonably incurred to remove trash and debris left at or about the **Facilities** by **Licensee** or **Licensee's** invitees.

Any such expense incurred by **KMVFB** shall be reimbursed to it by **Licensee** within ten (10) days following written notice thereof to **Licensee**.

11. **Licensee** shall store its equipment, supplies and non-perishable foodstuffs, if any, in space assigned for that purpose by the **KMVFB**. **Licensee** shall not keep unsealed food packages at the **Facilities**. **Licensee** shall not use or store in or about the **Facilities** any flammable, dangerous, toxic, volatile, explosive or hazardous substance, including without limitation, combustible material used for decorative purposes.

12. Smoking is prohibited within the buildings at the **Facilities** and **Licensee** shall not allow its members, servants or invitees to smoke within the **Facilities**. Unattended incense or candle burning is prohibited. Candles must be in appropriate, safe containers capable of catching any melting wax.

13. **Licensee** shall not allow any law, ordinance or governmental regulation to be violated by **Licensee** or **Licensee's** invitees during **Licensee's** use of the **Licensed Space**. Any use of the **Licensed Space** involving alcoholic beverages is subject to the following conditions:

- a. **Licensee** shall be responsible for checking the age of persons being served alcoholic beverages and monitoring the amount of alcohol being consumed. If an individual shows signs of intoxication, the individual shall not be served additional alcoholic beverages.
- b. The **Licensee** shall discourage any intoxicated person from operating a motor vehicle and offer a ride or call a taxi in lieu of such individual driving.
- c. Sale of alcoholic beverages is prohibited without a license permitting such sale having been first obtained by the seller from the California Alcoholic Beverage Control Board.

14. Amplified music and sound shall not be excessive and the source shall be restricted to the interior of the **Community Center** building. **KMVFB** reserves the right to monitor the volume of music and sound during the

**Licensed Use.** **KMVFB** reserves the right to require reduction of volume of amplified music and sound.

15. **Licensee** shall maintain adult supervision at all times of children present during **Licensee's** use of the **Licensed Space**.

16. **Licensee** shall keep fire lanes and driveways clear of vehicles and obstructions during the **License Period**. The reserved parking spaces adjacent to the **KMVFB** office must remain clear for volunteer parking during an emergency.

17. This License is granted to **Licensee** and is personal to **Licensee**. It shall not be transferred or assigned by **Licensee** and any attempted transfer is ineffectual and void.

18. Neither **KMVFB** nor its officers, agents, employees, directors or members shall be liable to **Licensee** for any loss, liability, damage, injury, cost or expense incurred by **Licensee** or its servants, members or invitees and **Licensee** shall defend, indemnify and hold harmless **KMVFB**, its officers, agents, employees, directors and members from any loss, liability, damage, injury, cost or expense (including reasonable attorneys' fees) incurred by it or them on account of or in connection with use by **Licensee** or **Licensee's** servants, members or invitees, of any portion of the **Facilities**.

19. If legal action is brought for the enforcement of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in the proceeding in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF the parties executed this agreement.

**KINGS MOUNTAIN VOLUNTEER  
FIRE BRIGADE, INC.**

by \_\_\_\_\_  
Building Manager

\_\_\_\_\_  
**Licensee** [signature]

\_\_\_\_\_  
[Print name and address]

\_\_\_\_\_  
[Telephone]

\_\_\_\_\_  
[Email]

Dues Paid \_\_\_\_\_ Deposit Paid \_\_\_\_\_ Fee Paid \_\_\_\_\_

Key Given \_\_\_\_\_ Key Returned \_\_\_\_\_ Deposit Returned \_\_\_\_\_

**BUILDING MANAGER'S COPY**

**LICENSEE'S COPY**