

LICENSE AGREEMENT FOR PROPERTY LOCATED 23414 Ave. 95, Terra Bella, CA

This agreement, entered into _____, 2025 (the "LICENSE"), is between Terra Bella Church of the Nazarene, referred to as "LICENSOR" and the COUNTY OF TULARE, a political subdivision of the State of California, referred to as "COUNTY". Licensor and County are each a "Party", and together the "Parties" to this Agreement, which is made with reference to the following:

- a. WHEREAS, Licensor owns or is in control of that certain real property located at 23414 Ave. 95, Terra Bella, California, commonly known as the Terra Bella Church of the Nazarene (the "Property"); and
- b. WHEREAS, County has requested the Licensor permit County to use parking areas at the Property, commonly known as the Terra Bella Church of the Nazarene parking lot (the "Premises"); and
- c. Whereas, Licensor agrees to license the use of the Premises to County; and,

NOW, THEREFORE, in consideration of the mutual promises and representation set forth herein, the parties agree as follows:

1. **LICENSE.** LICENSOR licenses to COUNTY, and COUNTY licenses from LICENSOR, the parking area at the Property (the "Premises") further described in Exhibit A.

2. **TERM/TERMINATION.**

- a. The term of this Agreement shall be considered a month-to-month license, commencing upon approval by the Tulare County Board of Supervisors. This Agreement shall renew automatically each month.

- b. COUNTY shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to LICENSOR.

3. **LICENSE FEE.** County shall pay to Licensor a license payment in the amount of one dollar (\$1.00) per month, payable in advance on the first day of the first full month and continuing during the term of this License Agreement.

4. **COUNTY'S DATE OF POSSESSION.** Upon commencement of the term, COUNTY shall be entitled to use of the Premises during the times and for the purposes referenced in Section 5, or during any other times or for any purposes separately agreed upon by COUNTY and LICENSOR. COUNTY shall only use the Premises for the purposes and during those times agreed by the Parties.

5. **LICENSE TO USE FACILITIES.** Permitted uses of the Premises are defined as follows:

- a. Use of the Premises shall be between the hours of 1:00 P.M. to 4:00 P.M, every second and fourth Thursday of each month, following approval and execution by the Board of Supervisors of Tulare County.
- b. COUNTY shall keep the Premises in a reasonably clean condition and notify LICENSOR of any damage or repair. COUNTY must not intentionally or negligently cause or allow damage to the Premises and shall surrender the Premises to the LICENSOR in the same condition as it was received.
- c. Any other use or time upon which the Parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY takes possession of the Premises, the Premises shall be in good condition. COUNTY's taking possession of the Premises on the effective date shall constitute COUNTY's acknowledgement that, to the best of their knowledge, the Premises are in good condition.

7. **USE.** COUNTY shall use the premises as a space to park a mobile unit to provide resources, referrals, and services to the community. COUNTY shall not use the Premises in any manner that will constitute waste or nuisance.

COUNTY further agrees that this LICENSE and the licenses granted herein shall be exclusive to the employees and agents of the COUNTY. Any use not contemplated by this LICENSE shall be subject to advanced written approval by LICENSOR.

8. **MAINTENANCE.** Licensor will maintain the Premises based on its standards.

9. **ALTERATIONS.** County shall not make any cosmetic, structural, or exterior alterations to the Premises.

10. **INDEMNITY.** To the fullest extent permitted by law, LICENSOR will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by LICENSOR, or under other applicable statute or ordinance; or resulting from LICENSOR's or LICENSOR's agents', employees,' contractors,' or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. LICENSOR's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this LICENSE, or any renewal or holdover period. This indemnification provision will survive the termination of this LICENSE.

11. **INSURANCE.** LICENSOR acknowledges and agrees that COUNTY is a self-insured entity, and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this LICENSE or act in any way to reduce the policy coverage and limits available from the insurer (s).

12. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for occupancy, in whole or in part, this agreement shall terminate.

13. **CONDEMNATION.** If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the premises are a part, or any interest in the tenancy, the rights and obligations of the parties shall be determined as follows:

a. If the premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking;

b. If any portion of the premises is taken by condemnation the tenancy shall remain in effect, except that: (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the premises taken bears to the total value of the premises immediately before the taking; and (ii) COUNTY may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

14. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the tenancy, or sub-license all or any part of the premises, without the consent of LICENSOR, which such consent shall not be unreasonably withheld.

15. **SIGNS.** COUNTY may install temporary, movable signs or canopies on the Premises during the hours of operation, subject to LICENSOR's prior written consent, which consent shall not be reasonably withheld. On the expiration or termination of this LICENSE, LICENSOR may remove and dispose of any items which were permitted to be installed in accordance with the terms of this section, after having given a reasonable time for COUNTY to remove such items.

16. **LICENSOR'S ENTRY ON PREMISES.** LICENSOR understands that the Premises will be used as a parking spot for the mobile unit and LICENSOR and their authorized

representatives will not enter the Premises during COUNTY's authorized hours unless necessary.

17. **SURRENDER.** On expiration or other termination of the tenancy, COUNTY shall surrender the premises to LICENSOR in good condition, ordinary wear and tear excepted. COUNTY shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

18. **SUCCESSORS.** This agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this agreement.

19. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291

w/Copy to: Tulare County General Services
Attn: Property Management
2637 W. Burrel Ave., Ste 200.
Visalia, CA 93291

LICENSOR: Terra Bella Church of the Nazarene
Att: Erica Quiroz
PO Box 10527
Terra Bella, CA 93270-0527

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

20. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach

or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. **EXHIBITS.** All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. **INTEGRATION.** This instrument contains all the agreements of the parties relating to the premises and cannot be modified or amended except by a subsequent agreement in writing.

23. **NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.

24. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

25. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

26. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

27. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

28. **AUTHORITY.** Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

29. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

30. **MANUAL OR ELECTRONIC SIGNATURES.** The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17, as it may be amended from time to time.


[THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURES FOLLOW ON NEXT PAGE]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LICENSOR

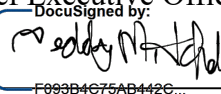
Terra Bella Church of the Nazarene

Date: 5/8/2025

Signed by: 
By: E2D98DA39A98494...

Erica Quiroz
Chief Executive Officer

Date: 5/9/2025

DocuSigned by: 
By: F093B4675AB442C...

Teddy Mitchell
Secretary, Chief Financial Officer

Note: Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

COUNTY

COUNTY OF TULARE

By: _____
Peter Vander Poel
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Office / Clerk of
the Board of Supervisors

By: _____
Deputy Clerk

Approved as to form:
County Counsel

By: Eric M. Scott Dated: 05/12/2025
Deputy County Counsel
Matter ID: 2025285

EXHIBIT A
Vicinity Map
23414 Ave 95, Terra Bella, CA

