

COMPLIANCE AND LICENSE AGREEMENT

THIS COMPLIANCE AND LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the City of Merced, a California Charter Municipal Corporation, (hereinafter referred to as "City") and Mark Walker, a private party (hereinafter referred to as "Licensee").

WHEREAS, the City owns a parcel of land commonly identified as Fire Station No. 55 and located at 3520 Parsons Avenue, Merced, California (the "Property"); and

WHEREAS, this Agreement enables the Licensee to occupy a specified portion of the Property for a limited purpose herein specified.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **AUTHORIZATION FOR USE.** Subject to the terms and conditions set forth in this Agreement, City authorizes Licensee to use a portion of the Property as designated in Exhibit "A" (the "Premises") for the specified purpose of installing a "Little Free Library" box (the "Authorized Use"). The Authorized Use shall be non-exclusive to the Property including the Premises.

2. **TERM.** The term of this Agreement shall be effective the date of this Agreement and continue until terminated pursuant to the terms of this Agreement.

3. **OBLIGATIONS OF CITY.** The City shall allow the Authorized Use of the Property pursuant to the express terms of this Agreement.

4. **OBLIGATIONS OF LICENSEE.**

A. Licensee shall not commence or maintain a use of the Premises other than the Authorized Use.

B. Licensee shall maintain the Property and Premises at its sole cost and expense in such a manner that the same remains in a usable and safe condition and substantially in the same condition, subject to normal wear and tear, as upon the effective date of this Agreement.

- C. Licensee must obtain from the City in advance and in writing, through its City Manager, or his/her designee approval for any planned improvements, additions or alterations to the Property or Premises. Improvements, additions or alterations desired by Licensee shall not be nor cause an expense to the City. Licensee shall obtain any and all necessary permits and approvals for any said improvements, additions or alterations and shall provide a copy of the same to the City prior to commencement of work.
- D. Licensee understands and acknowledges that neither the City nor its employees will be responsible for monitoring or removing any contents of the Little Free Library box.

5. COMPLIANCE. Licensee shall comply with all federal, state, county and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies in any manner affecting performance of its Authorized Use or activities conducted on the Property or Premises.

6. ASSIGNMENT OF CONTRACT/NON-POSSESSORY INTEREST.

- A. Assignment of License. Licensee shall not assign this Agreement or any part thereof without the prior express written consent of the City Manager or his/her designee.
- B. Non-Possessory Interest. Licensee shall have no possessory interest in the Property or Premises based upon this Agreement. This Agreement does not constitute a lease between the parties.

7. ASSUMPTION OF RISKS. Licensee shall assume all risks of loss, property damage, injury or death occurring within the Property or Premises due to its occupation or Authorized Use thereof, except to the extent that the same is a result of the City's sole negligence or intentional misconduct.

8. TERMINATION.

- A. If Licensee is in default in the performance of this Agreement, or materially breaches any of its provisions, City, at its option, may terminate this Agreement upon providing written notice to Licensee.
- B. If the City defaults in the performance of this Agreement, or

materially breaches any of its provisions, Licensee, at its option, may terminate this Agreement upon providing written notice to the City.

- C. During the term of this Agreement, either party may terminate this Agreement, for convenience and without cause upon providing thirty (30) days prior written notice to the other party.

9. RETURN OF POSSESSION TO CITY. Upon termination of this Agreement, Licensee shall vacate the Property and the Premises and shall return possession of the same to City in good order and condition. Except as otherwise authorized by the City, Licensee shall remove all of its merchandise, supplies, furnishings and equipment whether owned or leased. Any non-movable or affixed property left upon the Property or Premises by Licensee after expiration or termination of this Agreement, shall be deemed abandoned and the City may dispose of the same at the cost and expense of Licensee. In such event, City shall invoice the cost of said disposal to Licensee within sixty (60) days of the expiration of this Agreement and Licensee shall pay City the invoiced amount within thirty (30) days thereafter.

10. ENTIRE AGREEMENT; AMENDMENT. This writing constitutes the entire agreement between parties relating to the terms and conditions hereunder. No amendment of this Agreement shall be effective unless and until such modification is evidenced in writing signed by the parties.

11. GOVERNING LAW; VENUE. The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with laws of the State of California. Venue shall be established in the County of Merced in the event of a dispute between the parties.

12. NOTICES. Notices and requests to the City or Licensee shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

CITY: City Manager
City of Merced
678 West 18th Street
Merced, CA 95340

LICENSEE: Mark Walker
[address on file]

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

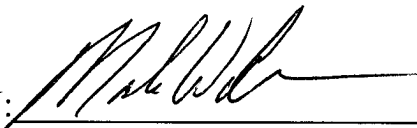
APPROVED AS TO FORM:

BY: Kelly C. Fincher 3/28/17
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

LICENSEE

BY: 
Mark Walker

ADDRESS: [on file]

TELEPHONE: [on file]

FAX: _____

E-MAIL: [on file]