

REVOCABLE PARKING LICENSE AGREEMENT
[Lestonnac Free Clinic Parking]

THIS REVOCABLE PARKING LICENSE AGREEMENT (herein referred to as the "Agreement") is entered into this ____ day of _____, 2024, by and between the CITY OF ORANGE, a municipal corporation ("City"), and LESTONNAC FREE CLINIC, a California nonprofit corporation ("Licensee"), with reference to the following:

A. City owns or controls a public parking lot within the City of Orange, which is located at 164 S. Water Street, parcel APN 390-45-205;

B. Licensee desires to obtain permission from the City to park its service vehicles only in the southwest quadrant of parcel APN 390-45-205, specifically identified on the map attached hereto as Exhibit A, and referred to herein as the "Parking Lot";

C. The City is willing to grant such permission in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. License. The City hereby grants to Licensee a revocable parking license ("License") to enter upon, occupy and use only the Parking Lot identified on the map attached in Exhibit A for parking or storage of automobiles and for no other use or purpose.

2. Term and Revocation.

a. Term. This Agreement shall continue in effect for one (1) year from the effective date entered above.

b. Extensions. The City Manager or their designee shall have the discretion, but no obligation, to grant up to five (5) one-year extensions of the term.

c. Termination. The City has the right to revoke the License, and either Party may terminate this Agreement, with or without cause, by giving the other Party 30-day advance written notice.

d. No Property Interest. Licensee agrees and affirms that it holds no easement, nor any title, interest or estate in any portion of the Parking Lot. The use of any portion of the Parking Lot by Licensee shall neither create nor vest in Licensee any ownership or leasehold interest in real property. Fee title to the entire Parking Lot remains fully vested in the City.

e. Waiver of Claims. Licensee hereby releases, waives, and forever discharges the City from all claims of every nature whatsoever that arise out of the termination of this Agreement by City, whether such claim is based on breach of contract, business interference, inverse condemnation, or other theory.

3. Assumption of Risk.

a. Licensee accepts the Parking Lot in its present "AS IS" condition. Licensee shall be solely responsible, at its sole risk and expense, (i) to inspect, repair and maintain the Parking Lot and improvements; (ii) to provide security as necessary; and (iii) to keep the Parking Lot in a state of good and safe repair, and in a safe, clean and sanitary condition at all times.

b. Licensee shall exercise its privileges hereunder at its own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this Agreement and the use of the Parking Lot and any improvements thereon.

4. Entry By City. City reserves and shall at any and all times have the right to enter the Parking Lot, inspect the same, to show said Parking Lot to prospective purchasers or tenants, to post notices of non responsibility, and to alter, improve, or repair the Parking Lot as City may deem necessary or desirable. Licensee waives any claim for damages for any injury or inconvenience to or interference, any loss of occupancy or quiet enjoyment of the Parking Lot, and any other loss which may occur.

5. Licensee's Responsibilities. Licensee's rights under this Agreement are and shall be subject to, and Licensee shall comply with and cause its employees, agents and anyone entering under this Agreement on behalf of Licensee (herein referred to as the "Licensee's Representatives"), to comply with, the following:

a. Compliance with the Law. Each person entering the Parking Lot under this Agreement shall comply with all applicable laws, ordinances and regulations.

b. Damage to City Property. Licensee shall be liable for and shall pay to the City the cost of any damage of any kind whatsoever to any property of the City, including loss of use thereof, arising from or in any way related to (i) the acts or omissions of Licensee or Licensee's Representatives; (ii) or any breach by Licensee of any of its obligations under this Agreement.

c. Third Party Property Damage or Personal Injury. The City and the "Indemnitees" (described below) shall not be liable for any damage of any kind whatsoever to any property belonging to or used by Licensee or any persons entering upon a Parking Lot under this Agreement, including loss of use of any such property, or for any injury of any kind whatsoever to any person entering the Parking Lot under this Agreement, arising from any cause whatsoever, and Licensee hereby waives all claims and demands relating thereto.

d. Indemnification. Licensee hereby agrees to save harmless and indemnify the City, its officers, employees, agents, volunteers and representatives, and its successors and assigns (collectively referred to as "Indemnitees"), from and against any claim, loss, damage, cause of action, expense and/or liability (collectively "Claims") arising from or growing out of loss or damage to property, including the City's own property, or injury to or death of persons, including employees of the City resulting in any manner whatsoever, directly or indirectly, by reason of this License or the use of the Parking Lot by Licensee or any person claiming under it.

e. Insurance. Prior to any entry under this Agreement into the Parking Lot by

Licensee, the Licensee shall obtain the types and levels of insurance specified below with insurance carriers acceptable to the City.

(1) As evidence of insurance coverage, Licensee shall deliver to the City certificates of insurance issued by a Licensee's insurance carrier showing such policies in force for the period of the entry, and an endorsement to the Commercial General Liability Insurance policy, in form acceptable to the City, naming the City and its respective officers, employees, agents, volunteers and representatives as additional insureds.

(2) The insurance policies maintained by Licensee shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy.

(3) Each certificate of insurance shall provide that such policy shall not be subject to cancellation or non-renewal without at least ten (10) days' prior written notice delivered to the City. The City shall not be responsible for any costs of premiums or other charges for any insurance, endorsements or certificates required hereunder.

(4) The required coverages are:

(a) Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence" basis, with deductibles reasonably acceptable to the City's risk manager, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000), or limits carried, whichever is greater. The limits of liability specified in this section may be provided by any combination of primary and excess liability insurance policies.

(b) Automobile Insurance. Automobile Insurance on an "occurrence" basis, with deductibles reasonably acceptable to the City's risk manager, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000), or limits carried, whichever is greater. Coverage shall be applicable to all owned, hired or non-owned vehicles placed, parked or used by and under the control of Licensee. The limits of liability specified in this section may be provided by any combination of primary and excess liability insurance policies.

6. Waiver. Failure on the part of either party to enforce any provision of this Agreement may not be construed as a waiver of the right to later compel enforcement of that provision, or any other provision.

7. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

8. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice

address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission:

“LICENSEE”

Lestonnac Free Clinic
1215 E. Chapman Ave.
Orange, CA 92866
Attn: Edward Gerber

Telephone: (714) 583-6431
E-Mail: arodriguez@lestonnacfreeclinic.org

“CITY”

City of Orange
300 E. Chapman Ave.
Orange, CA 92866
Attn: City Manager

Telephone: (714) 744-2222
Email: cminfo@cityoforange.org

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement is deemed to be equally drafted by both parties.

10. Modification. This Agreement may only be modified by a writing signed by both parties.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the Parties have entered into this Agreement as of the year and day first above written.

“LICENSEE”

LESTONNAC FREE CLINIC, a California nonprofit corporation

By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

√ NA

EXHIBIT "A"

**MAP GENERALLY DEPICTING REVOCABLE
PARKING LICENSE AREA**

[Behind this sheet.]

