

LICENSE AGREEMENT
[Call to Adventure at the California Fire Museum]

THIS LICENSE AGREEMENT (referred to herein as the "Agreement") is entered into on this ____ day of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation ("City"), and CALIFORNIA FIRE MUSEUM, a California nonprofit public benefit corporation ("Licensee"), with reference to the following:

A. City owns or controls facilities within the City of Orange, which are depicted on the map attached hereto as Exhibit A, and referred to herein as the "License area"; and

B. Licensee desires to obtain permission from the City to use the License area to operate a Fire Department History Museum (as defined below); and

C. The City has found and determined that Licensee's use of the License area for a Fire Department History Museum furthers the City's mission and purpose of providing community programs to the City's residents; and

D. 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. DEFINITIONS. Unless otherwise defined in this Agreement, the following capitalized terms used in this Agreement shall have the following meanings:

"Fire Department History Museum" shall mean Licensee's use of the License area for the purpose of operating the "Call to Adventure" historical fire museum, which shall display historical fire department vehicles, equipment, and photography for public viewing, to promote public education regarding the history and operations of the fire department.

"Museum Term" shall mean a one (1) year period commencing on the effective date of this Agreement.

"Sub-Licensees" shall mean any other California non-profit, public benefit corporation, or any other person, firm or organization authorized in writing by the City.

2. LICENSE. As further described in Exhibit B, the City hereby grants to Licensee a license ("License") to enter upon, occupy and use the License area or any portion thereof during the Museum Term for displaying historical photos and historical fire department apparatus and equipment in the License area for viewing by the general public and for no other use or purpose. "Use" includes the preparation of the License area and the clean-up and restoration of the License area at the conclusion of the Museum Term. The License granted by the City to the Licensee permitting its operation of the Fire Department History Museum within the License area shall only be for the purposes set forth in Exhibit B attached hereto ("License Operations"). In exchange for the City's grant of the License to

the Licensee, the Licensee agrees to pay the City a total sum of One Dollar (\$1.00) as consideration for Licensee's use of the License area during the Museum Term.

3. TERM AND REVOCATION. This Agreement and the License granted to Licensee hereunder shall be for the Museum Term only; *provided, however*, that either party may revoke this Agreement, in whole or in part, at any time and for any reason terminate this Agreement upon sixty (60) days written notice. Upon the expiration of the Museum Term, this Agreement and the License granted to the Licensee hereunder shall automatically terminate and be of no further force or effect. The City also reserves the right to immediately terminate the Agreement for cause, including but not limited to violations of law, safety hazards, or failure to maintain insurance.

4. ASSUMPTION OF RISK.

A. Licensee acknowledges that it has had full opportunity to inspect the License area and accepts the License area in its present "AS IS," "WHERE IS," and "WITH ALL FAULTS" condition, whether known or unknown, latent or patent, and without any representation or warranty, express or implied, by the City regarding the condition, safety, or fitness of the License area for any particular purpose. The Licensee agrees and acknowledges that it shall bear full responsibility for the routine maintenance of, and all commercially reasonable improvements to the License area to facilitate public safety and accessibility and the Licensee's use and occupancy of the License area. Licensee's maintenance and repair obligations regarding the License area and any improvements include, but are not limited to: (i) any emergency repairs; and (ii) maintenance of the roof, HVAC, plumbing, and electrical systems. Licensee agrees and acknowledges further that any maintenance or improvement work shall be completed in a timely manner following its receipt of any written notice of maintenance or improvement work provided by the City.

B. Licensee shall enter, occupy, and use the License area solely at its own risk and expense. Licensee assumes full and exclusive responsibility for any and all risks of loss, damage, injury, or liability arising out of or in any way related to its use or occupancy of the License area, including but not limited to the condition of the premises, the actions or omissions of third parties, and any activities conducted by Licensee or its agents, invitees, or contractors.

C. Subject to any limitation of liability of the Licensee as set forth in Section 5(M) below, the City shall have no duty or obligation to inspect, maintain, repair, or secure the License area during the term of this Agreement. Licensee expressly waives and releases the City and its officers, agents, employees, and volunteers from any and Claims (as defined below) including, but not limited to those arising out of personal injury, death, property damage, or economic loss occurring on or about the License area.

5. LICENSEE'S RESPONSIBILITIES. Licensee's rights under this Agreement are, and shall remain, subject to the following terms, and the Licensee shall comply with, and shall cause its employees, agents, and any persons entering the License area on its behalf (collectively, the "Licensee's Representatives"), including, without limitation, any Sub-Licensee, to comply with, the following:

A. Personal Supervision. Each person entering the License area shall at all times be considered an agent of the Licensee and shall remain under the continuous supervision and control

of the Licensee. No person under the age of eighteen (18) shall be allowed in the License area unless accompanied or supervised by an adult.

B. Compliance with the Law. Each person entering the License area under this Agreement shall: (i) comply with all applicable laws, ordinances and regulations; (ii) observe strict fire and smoking precautions; (iii) not ignite or permit the ignition of any fires; (iv) not store or be in possession of any firearms within the License area; and (v) otherwise comply with any and all instructions and directions of the Licensee's authorized agents.

C. Damage to City Property. Subject to the limitations set forth in Section 5(O) below, 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, arising from or related in any way to: (i) the acts or omissions of Licensee or Licensee's Representatives; (ii) any breach by Licensee of its obligations under this Agreement; or (iii) the acts or omissions of any Sub-Licensee. Neither the Licensee nor any of the Licensee's Representatives shall remove any property from the License area without the express prior written consent of the City.

D. Seller's Permit and Business License. Prior to the opening of the Fire Department History Museum to the public, Licensee shall obtain all necessary permits and business licenses from the California Department of Tax and Fee Administration and the City.

E. Alterations. Licensee agrees that it shall not (i) make any additions, alterations, or structural changes to the License area; or (ii) commence any renovation or construction work within the License area without the prior written consent of the City.

F. Hazardous Materials. Neither Licensee nor any Sub-Licensees shall use, store or place any "hazardous or toxic wastes, substances or materials" on or within the License area. For purposes of this Agreement, the terms "hazardous or toxic wastes, substances or materials" shall include any substances or materials deemed as such pursuant to any applicable federal, state, or local laws, ordinances, orders or regulations which Licensee's use and enjoyment of the License area may be subject at any time.

G. Nuisance. Licensee shall not use the License area for, carry on, or permit upon the License area (or any part thereof) any offensive, noisy or dangerous conduct that would result in a public nuisance that affects persons or property on or in the vicinity of the License area, nor commit or allow any waste in, on or about the License area. Licensee agrees and acknowledges that it is solely responsible for the monitoring and control of any act(s) of its Sub-Licensees and invitees on or in the vicinity of the License area to prevent any public nuisance that could arise from such conduct.

H. Trash Removal. Licensee shall clean and properly dispose of all trash, including bulk, organic, hazardous, solid, and recyclable waste from the License area and surrounding areas during the Museum Term. Further, Licensee agrees to maintain the License area in a neat condition at all times during the Museum Term. Licensee shall be solely responsible for contracting for and the payment of waste removal services provided by a reputable third-party (subject to City approval) to facilitate the storage, collection, and removal of all trash from the License area. City reserves the right to inspect the License area, at any time during reasonable business hours and without prior

written notice to Licensee, to remedy any violations of this provision at Licensee's sole expense. However, Licensee shall have a minimum of thirty (30) days to remedy any violation of this provision identified by the City before any remediation on Licensee's behalf may be commenced by the City.

I. Use of License Area. Licensee agrees to use only the first floor of the License area including the apparatus bay, adjoining office spaces, and parking lots. Licensee shall not use the second floor of the License area and must enclose any fire pole openings before permitting the general public to access the License area.

J. Access Rights. Unless otherwise detailed in this Agreement, the Licensee shall have unrestricted access to the License area, twenty-four (24) hours a day and seven (7) days per week, during the Museum Term. However, Licensee agrees that it shall be solely responsible for securing the License area and ensuring all doors are locked after hours.

K. Parking. Licensee may use the specified parking spaces within the License area as designated in Exhibit A, attached hereto. If overflow parking is needed, Licensee shall make best efforts to use any available public parking lots adjacent to the License area.

L. Utilities. Licensee agrees that it shall be solely responsible for contracting for, and the direct payment of, all utility costs and services associated with its use of the License area, including, but not limited to, electricity, gas, water, internet, and waste disposal.

M. Special Events. Licensee acknowledges that, from time to time during the Museum Term, special events may occur at the location commonly known as the "Old Towne Orange Plaza." During any such special event, Licensee agrees to permit the City to utilize the License area for the staging of City of Orange Police Department personnel and equipment necessary to ensure public safety during any special events. However, the City agrees to provide Licensee prior written notice of not less than ninety (90) days regarding its intent to occupy the License area and the duration of the proposed occupation ("City Occupation Notice"). Upon receipt of any City Occupation Notice, Licensee agrees to cease all License Operations on the License area for the period specified in the City Occupation Notice to accommodate the City. Subject to the limitations set forth in Section 5N below, the parties agree that City shall not be liable for any damage to Licensee's personal property located within the License area while occupied by City of Orange Police Department personnel in connection with any special event.

N. Third Party Property Damage or Personal Injury. City and the "Indemnitees" (defined below) shall not be liable for any damage to any property belonging to or used by Licensee or any person permitted to use or occupy the License area under this Agreement (including any Sub-Licensee), including but not limited to damages for loss of use or personal injury to individuals present within the License area arising from any cause. To the extent permitted by applicable law, Licensee expressly waives any and all Claims for damage to its personal property or for injury related to the foregoing.

O. Indemnification. To the fullest extent permitted by law, Licensee hereby agrees to defend, hold harmless and indemnify the City, its elected and appointed officials, officers,

employees, agents, volunteers and representatives, and its successors and assigns (collectively referred to as "Indemnitees"), from and against any claim, demand, loss, damage, cause of action, fines, 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 or occupancy of the License area by Licensee or any person claiming under it, including without limitation any Claims arising from injuries sustained resulting from the operation of the License area, including any acts or omissions of Licensee, its employees, agents, contractors, or invitees. Such indemnity shall include, without limitation, reasonable attorneys' fees, expert witness fees, and costs of investigation, litigation, and settlement, or any other costs permitted by law. This indemnity shall apply to the fullest extent permitted by law and shall survive the expiration or termination of this Agreement. Licensee shall, upon written request by the City, promptly retain qualified legal counsel, acceptable to the City and assume all defense of such claims. Licensee's defense obligation shall apply regardless of the merit or ultimate outcome of the Claim.

P. Required Insurance Terms & Coverage. Prior to the City's obligation to surrender possession of the License area to Licensee, Licensee shall procure the required insurance coverage policies from one (1) or more insurance provider(s) reasonably acceptable to the City under the following terms:

(1) Licensee shall deliver to the City all certificates of insurance issued by Licensee's insurance carrier evidencing insurance coverage in effect for the Museum Term that must feature an endorsement for Commercial General Liability Insurance, in a form acceptable to the City, naming the City. The endorsement shall be on ISO form CG 20 10 11 85 or an equivalent form and include an endorsement waving of any right of subrogation against the City.

(2) All insurance policies maintained by Licensee shall be primary and non-contributory. No insurance policy maintained by the City shall be obligated to cover any loss covered by any policy maintained by Licensee.

(3) All insurance policies maintained by Licensee shall not be subject to cancellation or non-renewal without at least ten (10) days' prior written notice to the City. City shall have no obligation to pay the costs of any insurance premiums or other charges for required endorsements or certificates required to be maintained by Licensee under this Agreement.

(4) Licensee shall, at all times during the Museum Term, maintain the following insurance coverage for the License area:

(a) Commercial General Liability Insurance. Licensee shall provide Commercial General Liability Insurance using ISO "Commercial General Liability" policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less. Licensee shall cause the City to be named as an additional insured.

(b) Workers' Compensation Insurance. If Licensee has employees, it shall maintain applicable workers' compensation policies as required by California law for the

protection of its employees during the Museum Term. Licensee understands that it is an independent contractor and neither Licensee nor any of Licensee's Representatives are entitled to any workers' compensation benefits under any City program.

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

7. **NOTICE.** All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

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

To Licensee: California Fire Museum
22365 El Toro Road, STE. 241
Lake Forest, CA 92630
Attn: Hiddo Horlings

8. **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.

9. **MODIFICATION.** This Agreement may only be modified by a writing signed by both parties.

10. **GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard for the principles of conflicts of law thereof. Each party to this Agreement irrevocably consents to the exclusive jurisdiction of the state and federal courts located in California. The venue for any legal action or proceeding arising out of or relating to this Agreement shall be Orange County, California and each party expressly waives any right to object to venue on the grounds that it is improper.

[Remainder of Page Left Intentionally Blank - Signature Page Follows]

IN WITNESS WHEREOF, the City and Licensee have entered into this Agreement on the year and day first above written.

"LICENSEE"

CALIFORNIA FIRE MUSEUM,
a California non-profit public benefit
corporation

By: 
Hiddo Horlings, Board Member and
President

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney ✓

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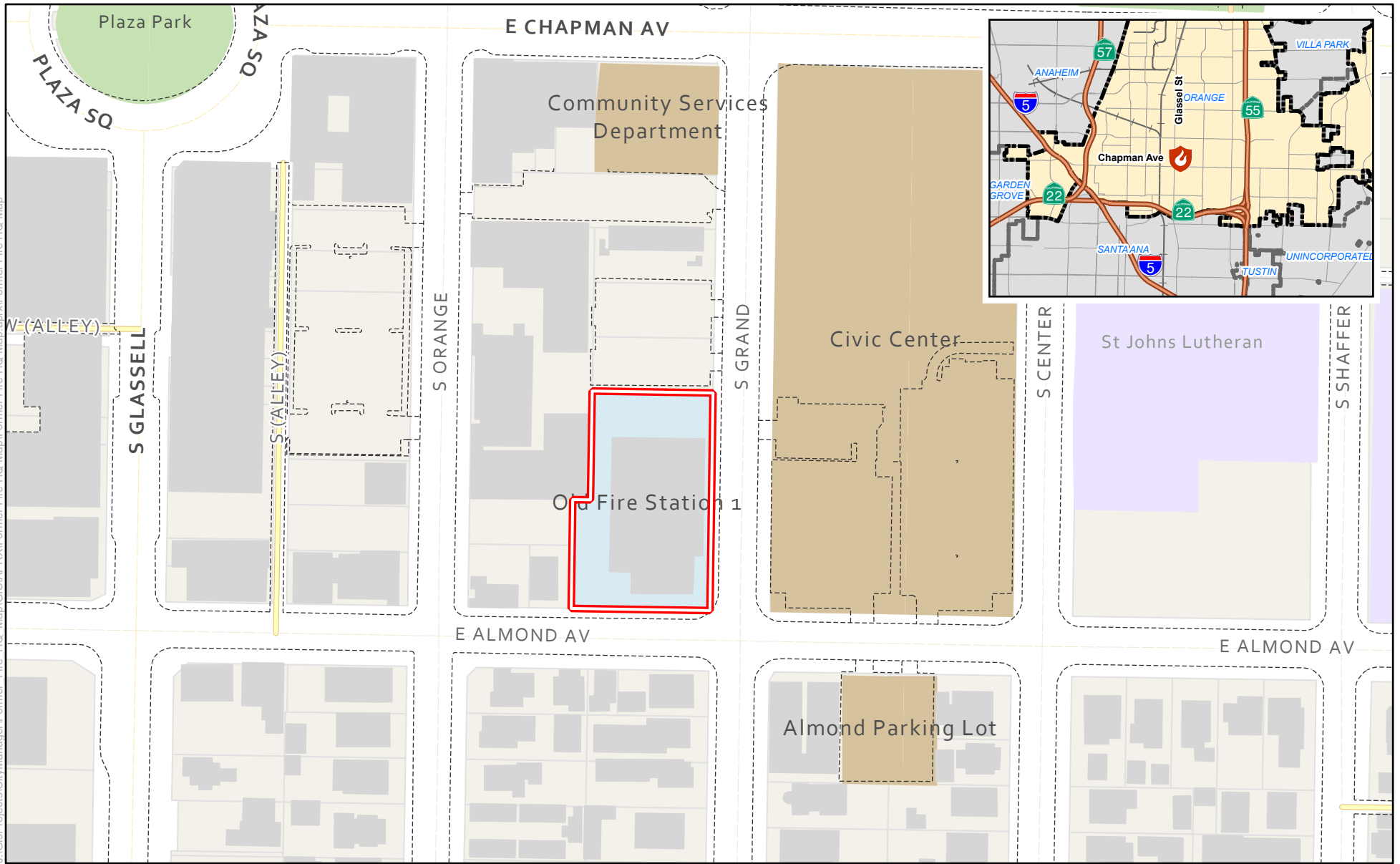
APPROVED AS TO FORM:

Connor Hyland
Senior Assistant City Attorney X

EXHIBIT "A"

**MAP GENERALLY DEPICTING LICENSE AREA –
176 SOUTH GRAND STREET, CITY OF ORANGE**

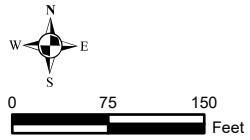
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J:\GisProjects\CityManager\Former_Fire_HQ_Map\GIS\APRX\Former_Fire_HQ_Map.aprx\Former_Fire_HQ_Map



Legend
 - - - - - City Boundary License Area



4/28/2025
 Source: City of Orange (2025)

CITY OF ORANGE
FIRE DEPARTMENT HISTORY MUSEUM

EXHIBIT "B"

LICENSE OPERATIONS

In addition to the operations and uses detailed on the following pages, Call to Adventure at the California Fire Department Museum's License Operations shall coordinate with City of Orange Staff for City specific safety or history exhibits, operate no earlier than 6:00 am and no later than 10:00 p.m., and include the following at the site described in Exhibit A:

- Display of Fire Apparatus and Firefighter Memorabilia
- Interactive Safety Exhibits and Presentations
- Special Events related to community safety
- Fundraising Events
- Retail Sales
-

From Vacant to Valuable:

A Safety Learning Center in
Orange



Call to Adventure
at the California Fire Museum

Orange City Council
April 8, 2025

VISION

A World Without Unintentional Injuries and Deaths



MISSION

We inform and inspire people to live safely and foster community resilience





Temporary Use of Station

1: Productive use of space

- Natural fit in historic district
- Strengthen community engagement and civic pride
- Boost tourism/economy
- Build community resilience

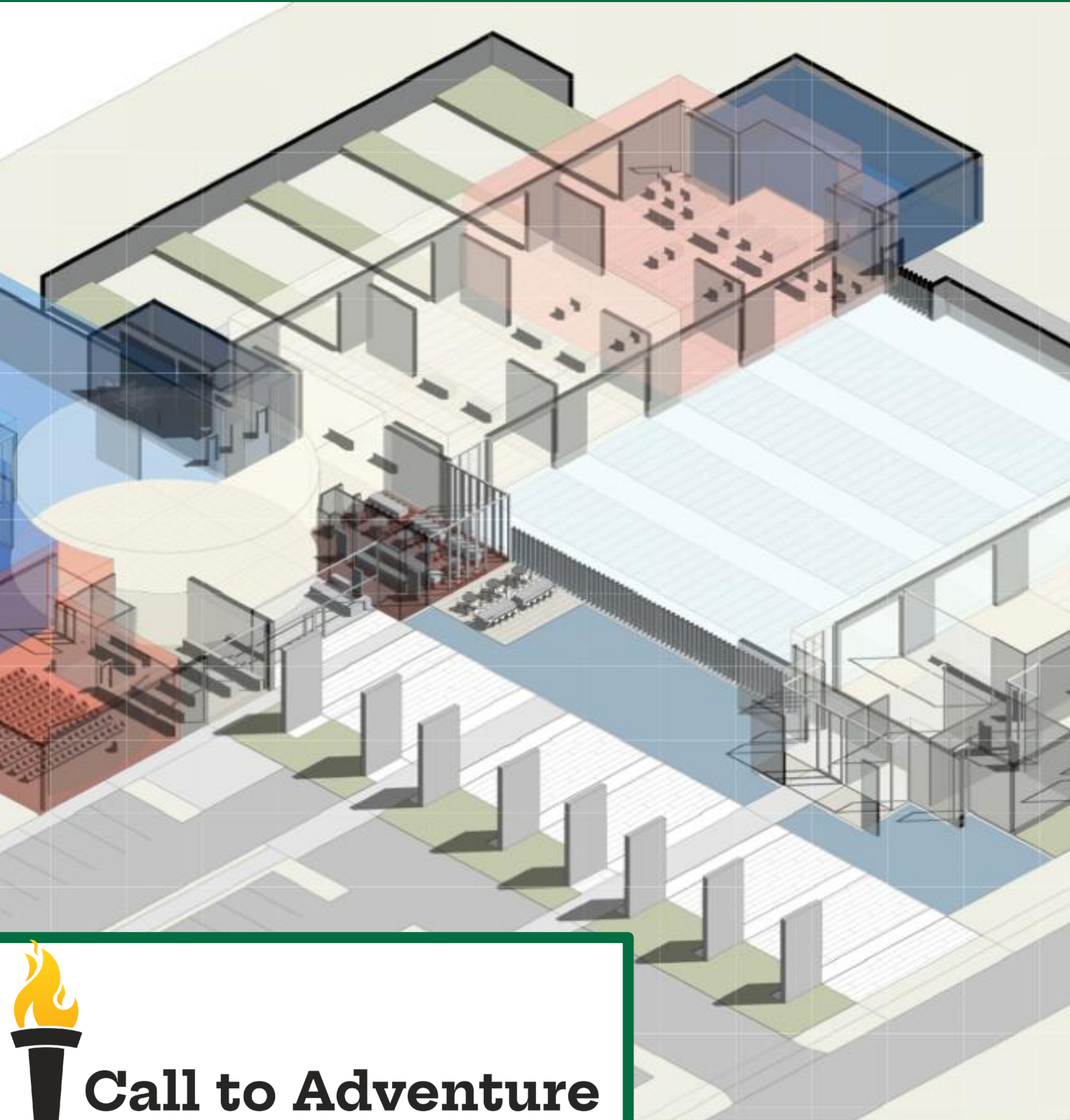




National Problem:

- Accidental injuries:
 - The 3rd leading cause of death in U.S.
 - The 6th leading cause of death worldwide
 - Fires, 2013-2022:
 - Accidental death increased by 22%
- “Chances of dying in a fire today are higher than they were 40 years ago”*
-Dr. Lori More-Merrell, USFA
- Fires, from 1980 to 2021:
 - Accidental deaths fell by 44%; injuries by 42%





Facility Renderings and
Concept

The Adventure of Learning

Engaging safety learning exhibits
Rotating galleries
Creative theatre presentations
Special events
Relevant education programs
Classrooms and Auditorium
Catering setup for events

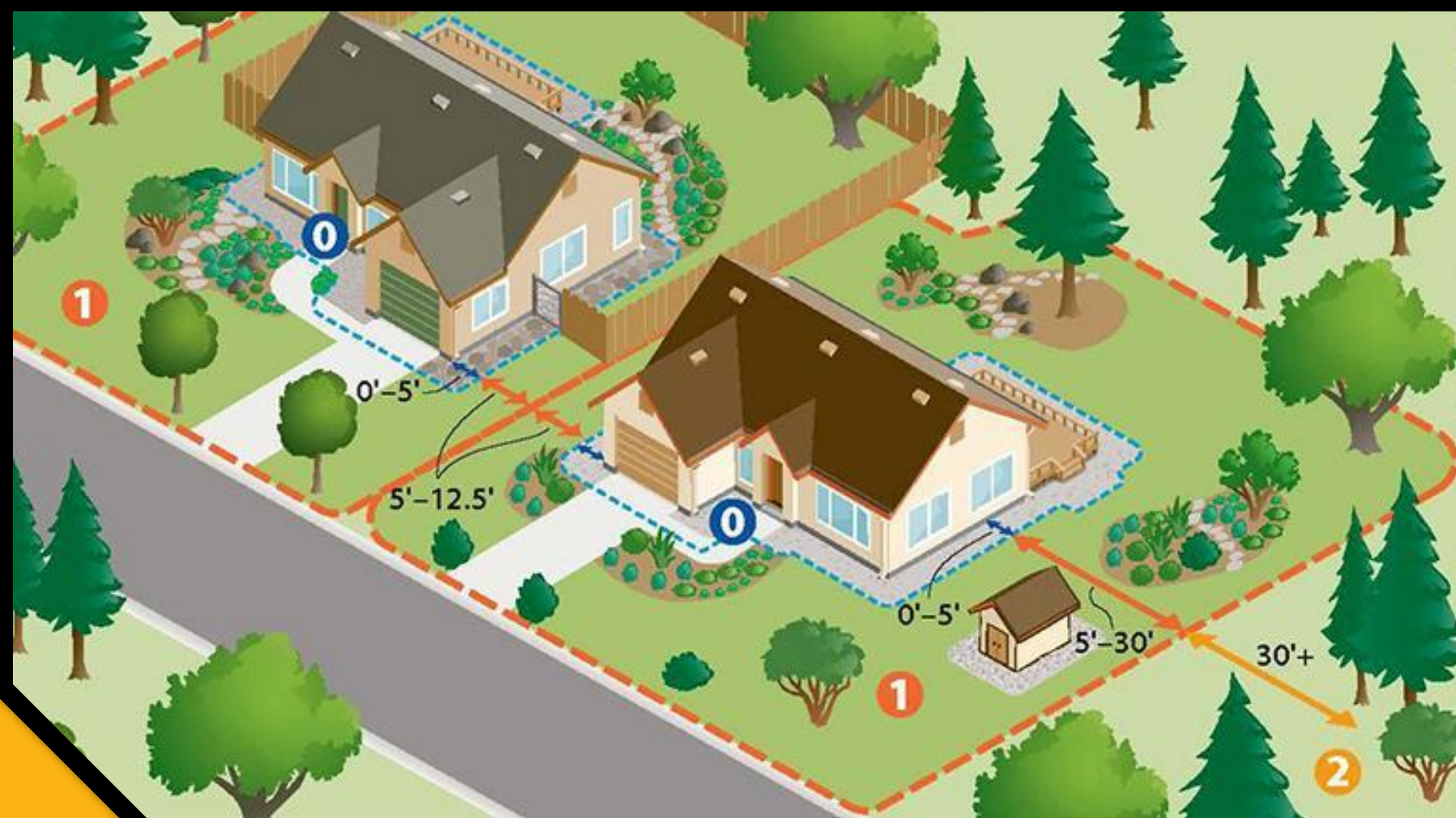


Call to Adventure
at the California Fire Museum

History and Heritage



Safety Learning and Outreach





A New Model of National Significance

Behavior Change



Safety Mindset



Community Resilience





THANK YOU



SCAN ME