

Revocable License to Park Vehicles on Licensor's Land

TERMS AND CONDITIONS

**1. Key Terms**

**Effective Date:** The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

**Owner of the Parking Lot (the "Licensor"):**

Baldwin County Commission, by and through the Baldwin County Emergency Management Agency

**Legal Name of the User of the Parking Lot (the "Licensee"):**

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).

**Date Upon which the Licensee May Begin to Use the Parking Lot (the "Start Date"):**

10/1/2019

**Date Upon Which the Licensee Must Vacate the Parking Lot (the "Expiration Date"):**

9/30/2022

**Parking Lot Owner and Licensor's Business Address:**

23100 McAuliffe Dr., Robertsdale, AL 36567

**Parking Lot User and Licensee's Business Address:**

9450 SW Gemini Dr., #75048, Beaverton, OR 97008-7105

**Street Address of the Land Where the Parking Lot is Located:**

1013 N. Juniper St., Foley, AL 36535

**Description of Licensed Area Within the Parking Lot:**

Parking for one (1) large disaster trailer. The parking location shall be determined by the Licensor.

**Maximum Number of Vehicles That May be Parked on the Parking Lot:**

One (1) large disaster trailer

**2. Grant.** As of the Effective Date set forth above, and on the conditions specified in this License, Licensor grants Licensee, its authorized agents, employees, subcontractors and others under Licensee's supervision, a revocable license to have access to the Licensed Area. Licensor shall have the sole but reasonable right of approval of all of the means and methods of such access. Licensee shall be permitted to have access to the Licensed Area twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year for the purposes of parking one (1) large disaster trailer ("Vehicles") in the Parking Lot for the Term of the License. Licensee shall be entitled to park the Vehicles in the designated parking area as Licensor may reasonably direct.

**3. License Fee/Payment.** None.

**4. Early Termination.** Either the Licensor or the Licensee may terminate this Agreement for any reason or for no reason upon thirty (30) days' notice.

**5. Licensee's Property.** Vehicles and all of Licensee's other property on the Land shall be there at the sole risk of Licensee. Licensor shall not be liable for damage, theft, misappropriation or loss to such property. Licensee shall be solely responsible for insuring such property from loss or damage.

**6. Licensee's Conduct.** Licensee agrees (i) to maintain the Licensed Area in good condition and promptly repair all damage to the License Area caused by Licensee and (ii) not to unreasonably disrupt, adversely affect or interfere with Licensor's use of the Land or any building on it.

**7. Condition of Licensed Area.** Licensor makes no warranty or representation that the License Area is suitable for the use described in this License. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare the Licensed Area for Licensee.

**8. Revocation of License; Removal.** Licensor may revoke the permission granted by this License at any time and for any reason or for no reason. Upon notice from Licensor, Licensee shall remove the Vehicles and any of Licensee's other property from the Land, and repair all damage caused by such removal, at Licensee's sole expense.

**9. Indemnification.** Licensee agrees to defend, hold harmless, and indemnify Licensor from any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage, arising from the negligent acts or omissions of Licensee, and its governors, officers, directors, employees, agents, or volunteers, in the performance of Licensee's obligations under the terms and conditions of, and during the term of, the License. However, Licensee shall not be obligated to defend, indemnify and hold harmless Licensor to the extent any such bodily injury, death and property damage is caused by the act or omission, negligent or otherwise, of Licensor, or its directors, officers, employees and agents.

**10. Insurance.** Licensee shall carry insurance for Commercial General Liability and Auto Liability Compensation with the following minimum limits: \$1,000,000 per occurrence. A Memorandum of Insurance, naming Licensor as additional insured, will be issued upon request.

**11. Casualty Affecting the Vehicles.** Licensor shall have no responsibility for any loss, damage or destruction to the Vehicles, however caused. Notwithstanding anything in this Agreement to the contrary, in the event that damage, casualty, or a taking of all or a part of the Land, Licensor may require Licensee to remove the Vehicles from the Land.

**12. Remedies.** If Licensee shall violate any covenant hereunder (after notice to cure the same within ten (10) days) Licensor shall have all remedies available to it under law, including without limitation the right to immediately revoke the license represented hereby, to use self-help, to recover the Licensed Area, to remove the Vehicles, to bar Licensee from entry to the Land, and to remove any of Licensee's property from the Licensed Area and dispose of the Vehicles and such other property without any obligation to account to Licensee for the proceeds, if any.

**13. Notice.** Notice shall be deemed to have been duly given five (5) business days after having been mailed by U.S. Mail, to all of the party's addresses set forth herein, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

**14. Governing Law and Binding Effect.** This License shall be governed by and construed under the laws of the state in which the Land is located. This License shall be binding on the parties and their respective, successors, transferees and assigns.

**15. Brokers/Consultants.** Licensee represents and warrants that there is no broker in this transaction. Licensee shall indemnify Licensor against the claims of any broker who purports to have represented Licensee.

Signatures are on the next page.

LICENSEE:

The American National Red Cross

By: Phillip E. Olsberg  
(Signature)

Name: Phillip E. Olsberg

Title: Director, Real Estate Services

Date: May 2, 2019

LICENSOR:

Baldwin County Commission, by and through  
the Baldwin County Emergency Management  
Agency

By: Charles F. Gruber  
(Signature)

Name: Charles F. Gruber  
Title: Chairman

Date: May 21, 2019

