

For staff use only

County:

Community Information (HOA, Subdivision, etc...):

Grant:

SIGNATURE REQUIRED – FAILURE TO SIGN THIS DOCUMENT WILL RESULT IN SIGNIFICANT PROJECT DELAYS.

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this _____, by and between: _____ “Licensor”, and the

hereinafter referred to as “Licensee”.

WHEREAS, Licensee has requested access to and the right to enter upon the land described herein below (the “Property”), for the purposes described below that are related to the Licensee’s mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to Licensee upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to _____, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the “Licensees”), a non-exclusive license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to Licensee in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. Description of Property. This License concerns the following Property:

2. Mailing Address: (mailing address, email, fax)

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3. License Period. This License shall be in effect from _____ to _____ inclusive (the “License Period”). If any dates or times are excluded from the License Period, they are specified here:

- not applicable
- describe:

4. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. **No work shall be commenced until this License has been fully signed.**

5. Purpose. This agreement applies to _____ for the purpose of conducting the following activities (*check all that apply; add additional pages as necessary for work descriptions*)

- Volunteer Projects <<Describe>> Date checked, if different from original signature date _____
- Forest Health Projects – Forest management on said property - Prescription yet to be determined - Date checked, if different from original signature date _____
- Access to property for planning of potential volunteer projects, forest health projects, or other work. Date checked, if different from original signature date _____
- Other Projects – Access by scientists, with prior approval, to collect ground level based data. Monitoring work would occur pre-project, post project and annually thereafter. Date checked, if different from original signature date_ _____

6. Commencement of Work. Work by Licensee and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. Licensee will endeavor to provide notice to Licensor when work has commenced.

7. No License Fee. This license is granted at no cost to _____.

B. Release of Liability. Licensee hereby releases the Licensor from all liability or responsibility for injury that the Licensees may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. Liability of Licensee. The Parties understand and agree that the liability of Licensee is limited to its actions. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for Licensee on the Project.

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D. Additional Terms and Conditions.

1. **Notices.** All notices required to be given under this License shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained,. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are:

Name: _____

Phone / Email: _____

Licensor – _____

Name: _____

Phone / Email: _____

2. **Non-Assignment.** Except as specifically permitted under section A herein above, Licensee shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.
3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of Licensee. Any unauthorized assignment shall be void. Licensee shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor's assignment or sublicense in violation of this section.
5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

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3. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
4. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
5. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
6. **Indemnification.** Licensor agrees to protect, defend, indemnify and hold harmless the Licensee, its divisions, boards, the funders, contractors, and each of their officers, officials, employees, representatives, agents, successors and assigns against any and all losses, penalties, injuries, claims, fines, legal actions, damages, settlements, costs, charges, professional fees, attorney's fees or other expenses or liabilities of every kind and character incurred by said listed parties and/ or arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character, in connection with, or arising directly or indirectly out of Licensor's negligence, intentional act, professional error, mistake, omission, performance or failure to perform and/ or default or breach under the terms of this Agreement, or fault of Licensor during the performance of this Agreement. Without limiting the generality of this Section, in any and all such claims or actions relating to personal injury, or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order or directive, order, rule or regulation, Licensor shall respond to and defend any such claims or actions at its sole expense with counsel approved by Licensee and agrees to bear all other costs and expense related thereto, and attorney's fees, even if such claim is groundless, false or fraudulent.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

LICENSEE:

By:

By:

Its:

Its:

Signature

Signature:

(Signature connotes acceptance with the terms of this agreement- Failure to sign will result in delays of proposed work.)

Date: