



CITY OF  
**PALO  
ALTO**  
AIRPORT

Aircraft Storage License  
Agreement for Hangars  
and Tie-Downs at the Palo  
Alto Airport

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AIRCRAFT STORAGE LICENSE AGREEMENT  
CITY OF PALO ALTO AND LICENSEE

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This license agreement (herein "License") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **City of Palo Alto**, a California chartered municipal corporation (herein "City"), the owner and operator of the Palo Alto Airport (herein "Airport"), and Licensee referenced in Section 1. of this License. City and Licensee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this License." The Airport Manager serves as Contract Administrator for this License on behalf of the City Council. In consideration of the following terms, conditions, and provisions, Licensee and the City mutually agree as follows:

**1. LICENSEE INFORMATION.**

Name: \_\_\_\_\_

**BILLING ADDRESS**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**MAILING ADDRESS**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**IN CASE OF EMERGENCY** (If Licensee if not available)

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**AIRCRAFT INFORMATION**

Aircraft One (1) Registration Number: \_\_\_\_\_

Aircraft One (1) Make and Model: \_\_\_\_\_

Aircraft Two (2) Registration Number: \_\_\_\_\_

Aircraft Two (2) Make and Model: \_\_\_\_\_

**AIRCRAFT LEGAL OWNER(S) INFORMATION**

Owner Name 1: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Owner Name 2: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**2. LICENSE.**

- 2.1. The City hereby grants to Licensee a revocable license to store the aircraft identified herein within the Premises identified in Section 3. Of this License.
- 2.2. No bailment is created by this License.

**3. PREMISES.**

- 3.1. Tiedown or T-Hangar Location. (herein “Premises”)
- 3.2. Relocation. The City retains the right to change the location of the Premises to be used pursuant to this License for the following reasons, including but not limited to, construction, safety, flooding, natural disasters, aircraft access, and other similar purposes.
- 3.3. Additional Improvements. No other improvements or modifications shall be made to the Premises by Licensee.
- 3.4. Premises Inspection. Licensee warrants and represents that it has carefully and completely examined and inspected the Premises and fully understands its responsibilities and obligations with respect to the Premises and this License.
- 3.5. Condition of Premises. Licensee acknowledges and recognizes that the Premises are located in an area that is susceptible to occasional flooding. Licensee accepts Premises as-is with respect to any potential flooding, and indemnifies the City and waives any claims pursuant to Section 13 herein for any potential injury or damage to persons or property caused directly or indirectly by flooding of the Premises.

**4. TERM.**

- 4.1. Term. The term of this License shall commence on the date above and shall continue month-to-month until terminated either by the Licensee or the City upon thirty (30) days prior written notice.
- 4.2. Expiration or Termination of Term. Licensee shall, at the expiration of the term of this License, or upon its earlier termination, surrender the Premises in as good condition as it was at the commencement date of this License absent reasonable wear and tear.

**5. LICENSE FEE.**

- 5.1. Monthly License Fee. The monthly license fee for the Premises shall be \$\_\_\_\_\_.
- 5.2. Annual Adjustments. On July 1, 2018 and annually each July 1 thereafter throughout the Term of this License, the Monthly License Fee shall be adjusted according to the annual Consumer Price Index (CPI) of the San Francisco/Oakland Bay Area for the previous calendar year, starting from January 1 to December 31. Thirty (30) days notice of any such change in the this fee shall be provided in writing to Licensee by City
- 5.3. License Fee Adjustments. In addition to the annual adjustments in Section 5.2, the City may adjust the Monthly License Fee every fifth (5<sup>th</sup>) year and every five (5) years thereafter to market. Adjustments shall be made based on the findings of a Rent and Fee Study in compliance with the Airport’s Leasing/Rents and Fees Policy. In no event shall the fee be adjusted less than the fee paid during the immediately preceding year.
- 5.4. Fees and Other Charges. Licensee shall pay the fees and other charges identified in the Airport’s Rents and Fees Schedule to City when due and owing, which are subject to change from time to time in compliance with the Airport’s Leasing/Rents and Fees Policy.

- 5.5. Payments. Payment of fees and other charges shall be made promptly without notice or demand, in legal tender of the United States of America. Payments shall be made by check or money order, payable to City. Payments shall be delivered or mailed to **City of Palo Alto Airport, 1925 Embarcadero Road, Palo Alto, CA 94303** or to such other location as may be directed in writing by City. Payments shall be made without any abatement, deductions, reductions, offsets, or counterclaims of any kind.
- 5.6. Due Date. Payment of fees and other charges shall be made by Licensee to City in advance, on or before the 1<sup>st</sup> day of each month. The fee for any partial month shall be prorated.
- 5.7. Security Deposit. (Does not apply to Tie-downs) Prior to taking possession of the Premises, Licensee shall deposit (and keep on account throughout the term of this License) with City a security and damage deposit (herein "Security Deposit") in the amount of equivalent to one Monthly License Fee as security for the return of the Premises at the expiration of the term of the License in as good condition as when Licensee took possession of the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of this License. The Security Deposit may also be used in the event of termination of this License. The Parties agree that the Security Deposit may be used to cure any default or breach of this License without prejudice to any other remedies available to City and that City may increase the Security Deposit in the event of default or breach. The Parties agree that the Security Deposit shall be increased in proportion to any rent increases.
- 5.8. Late Charges. A late charge (as identified in the Exhibit A: Palo Alto Airport's Schedule of Fees and Charges) shall be automatically added to any fees or other charges not received by City by the close of business five (5) calendar days after due and owing. Additional late charges shall be imposed for each thirty (30) calendar day period payment remains due and owing. Late charges shall become part of the fees and other charges due and owing to City.
- 5.9. Interest. In addition to late charges, City shall be entitled to interest at the State judgment rate plus all costs and expenses incurred by City to collect (or attempt to collect) amounts past due, including without limitation, attorney and court fees, costs, and expenses.

## **6. USE OF PREMISES.**

- 6.1. Permitted Uses (General). This License grants Licensee the right and privilege to use the Premises for the sole purpose of storing the aircraft identified herein. The Premises may not be used for any other purposes without City's prior written consent, which consent may be withheld in the sole and absolute discretion of City.
- 6.2. Prohibited Uses. Licensee shall not use Premises for any purpose not expressly permitted hereunder. Licensee shall not create, cause, maintain, or permit any nuisance or waste in, on, or about the Premises, or permit or allow the Premises to be used for any unlawful or immoral purpose. Licensee shall not do or permit to be done anything in any manner which unreasonably disturbs the users of the neighboring property. Specifically, and without limiting the above, Licensee agrees not to cause any unreasonable odor, noise, vibration, power emission, or other item to emanate from the Premises. No materials or articles of any nature shall be stored outside upon any portion of the Premises. Licensee will not use Premises in a manner that increases the risk of fire or cost of fire insurance for improvements thereon. No repair, overhaul, or modification of any vehicle shall take place on the Premises or the street in front of said Premises. Licensee, at Licensee's expense, shall keep the Premises in as good condition as it was at the beginning of the terms hereof, except damage

occasioned by ordinary wear and tear.

- 6.3. Compliance. Licensee's use of the Premises and the Airport is subject to the following requirements:
- 6.3.1. As may be promulgated or amended from time to time, Licensee shall comply with all: (a) Legal Requirements; (b) Airport Sponsor Grant Assurances (herein "Assurances") and all other federal laws or Federal Aviation Administration (herein "FAA") regulations, obligations, or guidance; (c) Primary Management and Compliance Documents (PMCDs); (d) Airport policies, standards, rules, and directives; and (e) zoning, building, fire, safety, and other codes, ordinances, statutes, and other directives of any Agencies having jurisdiction.
  - 6.3.2. If any provision of this License is found to be in conflict with Section 6.3.1. of this License, the provision that establishes the higher or stricter standard shall prevail. Additionally, City may modify this License to resolve the conflict.
  - 6.3.3. In the event of an alleged violation of Section 6.3.1. of this License (or initiation of an investigation relating to same), Licensee shall immediately notify City of the alleged violation and describe the action(s) being taken to resolve it.
  - 6.3.4. Any violation of (or failure to comply with) Section 6.3.1. of this License shall be construed as a default or breach of this License.
  - 6.3.5. City may deny access, consistent with Legal Requirements, to the Airport or the Premises to Licensee or its representatives, guests, or any other entity for any violation of (or failure to comply with) Section 6.3.1. of this License.
  - 6.3.6. Licensee shall pay any penalties, fines, costs, and expenses for any violation of (or failure to comply with) Section 6.3.1. of this License. If penalties or fines are levied against City or costs or expenses are incurred by City relating to Licensee's violation of (or failure to comply with) Section 6.3.1. of this License, Licensee shall pay City one hundred twenty-five percent (125%) of the penalty, fine, cost, or expense.

## **7. LICENSEE'S RIGHTS AND PRIVILEGES.**

- 7.1. Use of the Airport. Licensee is allowed to use the Airport and its appurtenances together with all Public Areas and facilities, in common with others, on a non-exclusive basis and subject to the terms and conditions of this License. Licensee shall be liable (and shall reimburse City) for all costs and expenses incurred by City for the repair of any damage caused by Licensee's use of the Airport and its appurtenances and/or Public Areas or facilities at the Airport, excluding ordinary and reasonable wear and tear.
- 7.2. Ingress and Egress. Licensee, its representatives and guests shall have the right of ingress and egress to and from the Premises. However, if the privileges granted by this provision adversely affect or conflict with others, City shall have the right to restrict and/or limit the manner in which such ingress and/or egress may be exercised.
- 7.3. Quiet Enjoyment. Subject to the terms and conditions of this License, Licensee shall peacefully and quietly have, hold and enjoy the Premises free from hindrance or interruption by City. Licensee agrees temporary inconveniences such as noise, disturbances, traffic detours, and the like resulting from, caused by, arising out of, or associated with City's construction, maintenance, and/or repair of Airport improvements or special events shall not

constitute a breach of this section.

**8. CITY'S RIGHTS AND PRIVILEGES.**

8.1. Rights. City reserves the following rights with which Licensee shall not interfere:

- 8.1.1. Nothing contained in this License shall be construed, in any way, to limit the use of the Airport by City, its Police Department, Fire Department, FAA, other agencies performing official duties at the Airport, or others.
- 8.1.2. City reserves the right to designate specific areas of the Airport to be used for specific purposes and/or conducting/engaging in specific activities.
- 8.1.3. City reserves the right to develop and make any improvements, repairs, restoration, or replacement on, at, or to the Airport it deems necessary. City will provide advance notice of the date and time of such projects. City shall not be obligated or required to reimburse or compensate Licensee, or any other entities for any cost and/or expense incurred, for any revenue lost, or for any inconvenience that may result from, arise out of, or be associated in any way with such projects.
- 8.1.4. City (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or property at the Airport resulting from, caused by, arising out of, or associated in any way with any acts of nature, natural disasters, or illegal activity.
- 8.1.5. During time of war or national emergency, City shall have the right to enter into an agreement with the United States Government for military use of part or all of the Airport and its facilities. If any such agreement is executed, any agreement between City and Licensee, insofar as it is inconsistent with the agreement between City and the United States Government, shall be suspended, without any liability to City.
- 8.1.6. City has the right to take any action City considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent any person from erecting or permitting to be erected any facility or structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- 8.1.7. City does not waive any sovereign, governmental, or other immunity to which City may be entitled nor shall any provision of this License or any other agreement with City be so construed.
- 8.1.8. City does not submit to the laws of any state other than those of the State.
- 8.1.9. City is under no obligation to obtain or provide financing or funding or make any improvements to the Airport.
- 8.1.10. City reserves the right to take such actions as it may deem necessary to protect the safety and security of the public and the integrity of the PMCDs.
- 8.1.11. City shall have no responsibility or liability to furnish any services to Licensee; however Licensee may request the provision of services and if agreed upon, shall pay City the amount of compensation agreed upon by the Parties.
- 8.1.12. Nothing contained in this License shall be construed, in any way, as restricting or limiting the powers of City to fully exercise its governmental functions and/or authority or fulfill its obligations under the Assurances (or any bond covenants) or comply with Legal Requirements.



8.2. Privileges. City shall have the following privileges:

- 8.2.1. Access to the Premises. City shall have the right to enter in, upon, or under the Premises at reasonable times for reasonable purposes (e.g., to ensure Licensee's compliance with the terms and conditions of this License including Section 6.3.1 of this License). In addition, City shall have the right to enter the Premises at any time in the event of an apparent or actual emergency (e.g., fire, flood, or failure of an Improvement, utility, etc.).
- 8.2.2. Performance of Acts. All acts performable under this License by City may, at the option of City and without right of objection by Licensee, be performed by a representative of City.
- 8.2.3. Exercising Rights. No exercise of any rights reserved by City shall be deemed or construed, in any way, as grounds for any abatement of rents, fees, or other charges nor serve as the basis for any claim or demand for damages of any nature whatsoever.

**9. LICENSEE'S OBLIGATIONS.**

- 9.1. Conduct. Licensee shall be responsible for the conduct, demeanor, and appearance of its representatives and guests on the Premises. Upon receipt of a complaint, Licensee shall take action to immediately resolve the complaint. Licensee's representatives and guests shall cooperate with City, its representative's, or Agencies in dealing with emergencies on the Premises and at the Airport.
- 9.2. Disturbance. Licensee agrees that it will not in any manner interfere with Aircraft operations or create a hazard to Aircraft, other Licensees, or the public. Licensee shall prevent escape of hazardous fumes, odors, smoke, gas, or other hazardous substances from the Premises (or cause or permit to be caused any act that would adversely affect the environment). Licensee agrees that in order to prevent damage to other aircraft, Licensee will pull the aircraft into the taxilane for start-up. Licensee is aware that taxilanes can be temporarily blocked from time to time and Licensee accepts the responsibility to coordinate with other businesses and users to limit the interference of aircraft operation along the taxilanes.

**10. REQUIRED FAA CLAUSES.**

- 10.1. Introduction. Licensee acknowledges that City is subject to Assurances associated with United States Government grant agreements as a condition precedent to granting of funds for improvement of the Airport, and, accordingly, agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Licensee.
- 10.2. Federal Laws. During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### 10.3. Non-Exclusive Use.

10.3.1. City hereby grants Licensee the non-exclusive use of the Airport (together with all appurtenances thereunto) in common with City and others, except such Premises specifically licensed herein and as may be Licensed by City to others.

10.3.2. This License and all of the provisions hereof shall be subject to whatever right the United States Government has now or may have in the future or may acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States Government during the time of war or national emergency. If any such agreement is executed, the provisions of this License shall be subordinate to the provisions of any agreement between City and the United States Government relative to the Airport.

### 10.4. Civil Rights.

- 10.4.1. The Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Licensee and subtier contractors from the bid solicitation period through the completion of the License. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 10.4.2. The Licensee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 10.4.3. This provision obligates the Licensee or its transferee for the period during which federal assistance is extended to the City through the Airport Improvement Program.
- 10.4.4. During the performance of this License, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Licensee") agrees as follows:
  - 10.4.4.1. Compliance with Regulations: The Licensee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this License.
  - 10.4.4.2. Non-discrimination: The Licensee, with regard to the work performed by it during the License, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - 10.4.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
  - 10.4.4.4. Information and Reports: The Licensee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - 10.4.4.5. Sanctions for Noncompliance: In the event of the Licensee's

noncompliance with the non-discrimination provisions of this License, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

10.4.4.5.1. Withholding payments, if any, to the Licensee under the License until the contractor complies; and/or

10.4.4.5.2. Cancelling, terminating, or suspending this License, in whole or in part.

10.4.4.6. Incorporation of Provisions: The Licensee will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Licensee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Licensee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

10.5. The Licensee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

10.6. In the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the License and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued.

10.7. All contracts and subcontracts that result from this License incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Licensee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10.8. All contracts and subcontracts that result from this License incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Licensee has full responsibility to monitor compliance to the referenced statute or regulation. The

Licensee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

**11. HAZARDOUS MATERIALS.**

- 11.1. Hazardous Materials Defined. The term “Hazardous Materials” shall mean any toxic or hazardous substance, material, or waste or any pollutant or contaminant, or infectious or radioactive material, including but not limited to, those substances, materials, or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of “hazardous substances”, “hazardous waste”, “hazardous chemical substance or mixture”, “imminently hazardous chemical substance or mixture,” “toxic substances,” “hazardous air pollutant”, “toxic pollutant”, or “solid waste” in the (a) CERCLA or Superfund as amended by SARA, 42 U.S.C. Sec. 9601 et seq., (b) RCRA, 42 U.S.C. Sec. 6901 et seq., (c) CWA., 33 U.S.C. Sec. 1251 et seq., (d) CAA, 42 U.S.C. 78401 et seq., (e) TSCA, 15 U.S.C. Sec. 2601 et seq., (f) The Refuse Act of 1899, 33 U.S.C. Sec. 407, (g) OSHA, 29 U.S.C. 651 et seq. (h) Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., (i) USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) California Superfund, Cal. Health & Safety Code Sec. 25300 et seq., (k) Cal. Hazardous Waste Control Act, Cal. Health & Safety Code Section 25100 et seq., (l) Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq., (m) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., (n) Proposition 65, Cal. Health and Safety Code Sec. 25249.5 et seq., (o) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., (p) California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq., (q) Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq., (r) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541, (s) TCPA, Cal. Health and Safety Code Secs. 25208 et seq., and (t) regulations promulgated pursuant to said Legal Requirements or any replacement thereof, or as similar terms are defined in the federal, state, and local Legal Requirements. Hazardous Materials shall also mean any and all other substances, materials, and wastes which are, or in the future become, regulated under applicable local, state, or federal Legal Requirements for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state, or local Legal Requirements or by common law decision, including without limitation: (a) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (b) any petroleum products or fractions thereof; (c) asbestos, (d) polychlorinated biphenyls; (e) flammable explosives; (f) urea formaldehyde; and (g) radioactive materials and waste.
- 11.2. Compliance with Legal Requirements. Licensee shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Premises by Licensee or guests.
- 11.3. Termination of License. City shall have the right to terminate the License in City’s sole and absolute discretion in the event that any anticipated use of the Premises by Licensee that involves the generation, storage, use, treatment, disposal, or release of any Hazardous Materials. Licensee is subject to enforcement orders issued by any governmental authorities in connection with the release, use, disposal, or storage of a Hazardous Materials on the Premises, if the contamination resulted from Licensee’s action or use of the Premises.

11.4. Hazardous Materials Indemnity. Licensee shall indemnify, defend (by counsel reasonably acceptable to City), protect, and hold City harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, and/or expenses, including without limitation, diminution in value of the Premises, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact or marketing of the Premises and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person, or damage to any property whatsoever (including, without limitation, groundwater, sewer systems, and atmosphere), arising from, caused, or resulting, either prior to or during the License term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under, or about the Premises by Licensee or guests or at Licensee's direction, of Hazardous Materials, or by Licensee's failure to comply with any Hazardous Materials Legal Requirements, whether knowingly or by strict liability. For purposes of the indemnity provided herein, any acts or omissions of Licensee or its employees, agents, assignees, contractors, or subcontractors of Licensee (whether or not they are negligent, intentional, willful, or unlawful) shall be strictly attributable to Licensee. Licensee's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup, or detoxification or decontamination of the Premises, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the License term.

## 12. TAXES.

12.1. Taxes (General). shall pay and discharge all taxes, assessments, and other fees, without offset or abatement, whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity during the term of this License.

12.2. Real Property Taxes Defined. The term "real property taxes" as used herein shall mean all taxes, assessments, levies, and other charges, general and special, foreseen and unforeseen, now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed against or with respect to: (a) value, occupancy, use, or possession of the Premises; (b) any improvements, fixtures, equipment, and other real or personal property of Licensee that are an integral part of the Premises; or (c) use of the Premises, public utilities, or energy within the Premises. The term "real property taxes" shall also mean all charges, levies, or fees imposed by reason of environmental regulation or other governmental control of the Premises, new or altered excise, transaction, sales, privilege, assessment, or other taxes or charges now or hereafter imposed upon City as a result of this License, and all costs and fees (including attorneys' fees) incurred by City in contesting any real property taxes and in negotiating with public authorities as to any real property taxes affecting the Premises. If any real property taxes are based upon property or rents unrelated to the Premises, then only that part of such tax that is fairly allocable to the Premises, as determined by City, on the basis of the assessor's worksheets or other available information, shall be included within the meaning of the term "real property taxes."

12.3. Payment of Real Property Taxes. Licensee shall pay Licensee's share of all real property taxes (as defined in Section 12.2, of this License) which become due and payable to City on

or before the later of ten (10) business days prior to the delinquency thereof or fifteen (15) business days after the date on which Licensee receives a copy of the tax bill and notice of City's determination hereunder. Licensee's liability to pay real property taxes shall be prorated on the basis of a three hundred sixty-five (365) calendar day year to account for any fraction or portion of a tax year included in the License term at the commencement or expiration of the License.

- 12.4. Revenue and Taxation Code. Licensee specifically acknowledges it is familiar with section 107.6 of the California Revenue and Taxation Code. Licensee realizes that a possessory interest subject to property taxes may be created, agrees to pay any such tax, and hereby waives any rights Licensee may have under said California Revenue and Taxation Code section 107.6.
- 12.5. Personal Property Taxes. Licensee shall pay, before delinquent, or if requested by City, reimburse City for, any and all taxes, fees, and assessments associated with the Premises, the personal property contained in the Premises, and other taxes, fees, and assessments regarding any activities which take place at the Premises. Licensee recognizes and understands in accepting this License that its interest therein may be subject to a possible possessory interest tax that City or County may impose on such interest and that such tax payment shall not reduce any rent due City hereunder and any such tax shall be the liability of and be paid by Licensee.

**13. HOLD HARMLESS AND INDEMNIFICATION.**

- 13.1. Indemnification. To the extent permitted by law, Licensee agrees to protect, defend, hold harmless, and indemnify City, individually and collectively, and its City Council, commissions, officers, agents, volunteers, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which City shall become legally liable arising from Licensee's negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with this License. Licensee shall give City immediate notice of any claim or liability hereby indemnified against. This indemnity shall be in addition to the Hazardous Materials indemnity contained in this License and shall survive the expiration of or early termination of the License term.
- 13.2. Waiver of Claims. Licensee waives any claims against City for injury to Licensee's business or any loss of income therefrom, for damage to Licensee's property, or for injury or death of any person in or about the Premises, from any cause whatsoever, except to the extent caused by the active negligence or willful misconduct of City or City's officers, agents, contractors, volunteers, and employees.
- 13.3. Non-Waiver of Protections. Nothing herein shall constitute a waiver of any protection available to City, individually and collectively, and its City Council, commissions, officers, agents, volunteers, and employees under the State's sovereign, governmental, or other immunity acts or similar statutory provisions.

**14. SUBLEASING.**

- 14.1. Licensee shall not sublicense any portion of the Premises without the sole written authorization of the City.

**15. SALE, ASSIGNMENT, OR TRANSFER.**

15.1. Licensee shall not sell, assign, or transfer this License, nor any interest therein, nor any right or privilege appurtenant thereto, nor allow or permit any other person(s) to occupy or use the Premises, or any portion thereof.

15.2. City's Assignment. City may assign any of its rights hereunder without notice to Licensee.

**16. DEFAULTS AND REMEDIES.**

16.1. Defaults. In addition to the defaults and breaches identified in this License, the occurrence of any one (1) or more of the following events shall constitute a material default, or breach of this License, by Licensee:

16.1.1. abandonment of the Premises by Licensee as defined by California Civil Code section 1951.3;

16.1.2. transfer of Licensee's interest herein by other operation of law;

16.1.3. a sale of stock or interest in Licensee's interest which divest the present equity holders of Licensee of controlling interest;

16.1.4. the sale, assignment, or transfer or the attempted sale, assignment, or transfer of this License by Licensee;

16.1.5. Failure by Licensee to make any payment of fees or other charges required to be made by Licensee hereunder, as provided in this License, where such failure shall continue for a period of ten (10) business days after written notice thereof from City to Licensee. In the event City serves Licensee with a Notice to Pay Fees or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Fees or Quit shall also constitute the notice required by this subparagraph; or

16.1.6. failure by Licensee to observe or perform any of the terms, conditions, or provisions of this License in any material respect where such failure shall continue for a period of thirty (30) calendar days after written notice thereof from City to Licensee; provided, however, that if the nature of Licensee's default is such that more than thirty (30) calendar days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commenced such cure within said thirty (30) calendar day period and thereafter diligently prosecutes such cure to completion.

16.2. Remedies. In the event of any material default or breach by Licensee, City may at any time thereafter, following any notice required by statute, and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach:

16.2.1. Terminate Licensee's right to possession of the Premises by any lawful means, in which case this License shall terminate and Licensee shall immediately surrender possession of the Premises and Improvements to City. In such event, City shall be entitled to recover from Licensee all damages incurred by City by reason of Licensee's default including but not limited to: the cost of recovering possession of the Premises; expenses of necessary renovation and alteration of the Premises; reasonable attorneys' fees.

16.2.2. Maintain Licensee's right to possession, in which case this License shall continue in effect whether or not Licensee shall have abandoned the Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this License, including the right to recover rent and other payments as they become due hereunder.



- 16.2.3. Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California. City shall have all remedies provided by law and equity.
- 16.3. Non-Performance or Delay Default. No failure to perform or delay in the performance which is caused by any war, national emergency, act of nature, or natural disaster shall be deemed an event of default or breach.
- 16.4. No Relief from Forfeiture After Default. Licensee waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present or future law, in the event Licensee is evicted or City otherwise lawfully takes possession of the Premises by reason of any default or breach of this License by Licensee.
- 16.5. Disposition of Abandoned Personal Property. If the Licensee fails to remove any personal property belonging to Licensee from the Premises after thirty (30) calendar days of the expiration or termination of this License, such property shall at the option of City be deemed to have been transferred to City. City shall have the right to remove and to dispose of such property without liability to Licensee or to any person claiming under Licensee, and City shall have no need to account for such property.

**17. TERMINATION BY LICENSEE.**

- 17.1. If Licensee is regarded as having complied with all their explicit obligations while not being subject to any form of sanction, suspension, or disciplinary censure, and if the Premises is in good condition and subject to providing written notice to City, Licensee may terminate this License after the occurrence of one (1) or more of the following events:
- 17.1.1. permanent abandonment or closure of the Airport;
- 17.1.2. the lawful assumption by the United States Government, or any authorized Agency of the operation, control, use, or occupancy of the Airport, or any substantial part or parts thereof, in such manner as to substantially restrict Licensee from conducting using the Premises or the Airport for a period of at least ninety (90) calendar days; and
- 17.1.3. the default or breach by City of any conditions, obligations, privileges, and agreements contained herein required to be performed by City and the failure of City to remedy such default or breach for a period of sixty (60) calendar days after receipt from Licensee of written notice.

**18. INTEREST ON PAST-DUE OBLIGATIONS.**

Except as expressly provided herein, any amount due City when not paid when due shall bear interest at the lesser of ten percent (10%) per year or the maximum rate then allowable by law from the date due.

**19. CITY'S ACCESS.**

- 19.1. Access for Inspection. City and City's agents shall have the right to enter the Premises at reasonable times, upon not less than twenty-four (24) hours prior notice to Licensee, for the purpose of inspecting same, showing same to prospective Licensees, and making such alterations, repairs, improvements, or additions to the Premises as City may deem necessary.

**20. INSURANCE.**

- 20.1. Licensee shall obtain aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, and use of the aircraft arising from or related to this License per the requirements in Exhibit B: General Aviation Insurance Requirements.
- 20.2. Licensee shall deposit with the City, on or before the effective date of this License, certificates of insurance necessary to satisfy City that the insurance provisions of this License have been complied with, and to keep such insurance in effect and the certificates therefore on deposit with City during the entire term of this License.
- 20.3. The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder nor to fulfill the indemnification provision and requirements of this License. Notwithstanding the policy or policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this License or with use or occupancy of the Premises, except to the extent caused by the active negligence or willful misconduct of City or City's officers, agents, contractors, volunteers, and employees.

**21. RESERVATION OF AVIGATIONAL EASEMENT.**

- 21.1. Avigation Easement. City hereby reserves to itself and its successors and assignees, for the use and benefits of the public, a right of avigation over the Premises for the passage of aircraft landing at, taking off, or operating from the Airport. This public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operating on the Airport. For the purpose of this License, all rights reserved pursuant to this Section 21. of this License are referred to collectively herein as the "Avigation Easement." This Avigation Easement shall not operate to deprive Licensee of any rights which Licensee may from time to time have against any operator of aircraft or third parties responsible for any act or omission respecting the operation of aircraft.
- 21.2. Licensee's Assumption of Risk. As between Licensee and the City, Licensee agrees to voluntarily assume all risk of loss, damage, or injury to the person and property of Licensee (including the right of Licensee to occupy the Premises), and its guests, in or about the Airport or the Premises which may be caused by or arise or occur in any manner:
  - 21.2.1. from the flight of any aircraft of any and all kinds now or hereafter flown in, through, across, or about any portion of the air space over the Airport or the Premises or
  - 21.2.2. from noise, vibration, currents, and other effects of air, illumination, and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by aircraft of the Airport, including but not limited to, landing, storage, repair, maintenance, operation, run-up, and take-off of such aircraft, and the approach and departure of aircraft to or from the Airport.

This provision does not waive Licensee's right against third parties arising from such third parties' action or inaction.
- 21.3. Waiver and Release. Licensee hereby waives and release City, its agents, contractors, directors, employees, officers, and representatives, from any and all claims or causes of action which it may now or hereafter have against City, its agents, contractors, directors, employees, officers and representatives, for any such loss, damage or injury as it pertains to this reservation of Avigation Easement.

**22. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY.**

No official or employee of City shall be personally liable for any default or liability under this License.

**23. ENCUMBRANCES.**

Licensee shall have no authority, express or implied, to create (or consent to the creation of) any lien, charge, or encumbrance upon the Premises and Licensee shall not permit the Premises to be or become subject to any lien (including mechanic's liens), charge, or encumbrance whatsoever.

**24. RELOCATION.**

Licensee understands City has the right to replace the Premises, in whole or in part, with equivalent premises similarly situated at the Airport.

**25. VACATING.**

Upon termination of the tenancy, Licensee shall completely vacate the Premises, including the removal of any and all of Licensee's property. Before departure, Licensee shall return the Premises to a good, clean, and sanitary condition, reasonable wear and tear excepted. Licensee shall allow City to inspect the Premises and complete a walk-through to verify the condition of the Premises and its contents.

**26. NOTICES.**

All notices and communications to the Parties shall, unless otherwise requested in writing, be sent to **City of Palo Alto, Palo Alto Airport, 1925 Embarcadero Road, Palo Alto, California 94303** or email **pao@cityofpaloalto.org**.

Notices may be served upon Licensee in person, by first class mail, or by certified mail whether or not said mailing is accepted by Licensee. Notices sent via regular mail shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday. These addresses shall be used for service of process.

The Parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

**27. TIME.**

It is mutually agreed by the Parties that time is of the essence in the performance of all conditions, obligations, privileges, and agreements to be kept and performed under the terms of this License.

**28. SIGNING AUTHORITY.**

If this License is not signed by all Licensees named herein, the person actually signing warrants that he/she has the authority to sign for the others.

**29. CAPTIONS.**

The captions of the various sections, paragraphs, and subparagraphs of this License are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**30. INTEGRATED DOCUMENT.**

This License, including any exhibits attached hereto, embodies the entire agreement between City and Licensee. No other understanding, agreements, conversations or otherwise, with any officer, agent or employee of City prior to execution of this License shall affect or modify any of the terms or obligations contained in any documents comprising this License. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City. All agreements with City are subject to approval of the City Council before City shall be bound thereby.

**31. WAIVER.**

Waiver by City of one (1) or more conditions of performance or any breach of a condition under this License shall not be construed as a waiver of any other condition of performance or subsequent breaches. The subsequent acceptance by a Party of the performance of any obligation or duty by another Party shall not be deemed to be a waiver of any term or condition of this License. The exercise of any remedy, right, option, or privilege hereunder by City shall not preclude City from exercising the same or any and all other remedies, rights, options, and privileges hereunder and City's failure to exercise any remedy, right, option, or privilege at law or equity, or otherwise which City may have, shall not be construed as a waiver.

No failure on the part of City to enforce any of the conditions, obligations, privileges, and agreements contained herein shall be construed as or deemed to be a waiver or a relinquishment of the right to enforce such conditions, obligations, privileges, and agreements.

The acceptance by City of any payment shall not be construed as or deemed to be a waiver by City of any default or breach by Licensee of any condition, obligation, privileges, or agreement contained herein and shall not be construed as or deemed to be a waiver of City's right to terminate this License.

Licensee waives any claims against City for loss of anticipated profit in any suit or proceeding involving this License or any part thereof.

**32. INTERPRETATIONS.**

In construing or interpreting this License, the word "or" shall not be construed as exclusive and the word "including" shall not be limiting. The Parties agree that this License shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against any other Party.

**33. BINDING EFFECT.**

This License shall be binding on and inure to the benefit of the heirs, successors, and assigns of the Parties. Whenever a reference is made to either party, such reference shall be deemed to include, wherever applicable, a reference to the heirs, successors, and assigns of such party, as if in every case so expressed.

**34. SUBORDINATION.**

This License is subject and subordinate to the provisions of any existing or future agreements between City and the United States, the State of California, or any other entity pertaining to the planning, development, operation (including maintenance and repair), and management of the Airport.

**35. SEVERABILITY CLAUSE.**

If any provision of this License is held to be illegal, invalid, or unenforceable in full or in part, for any reason, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid, and enforceable, and the other provisions of this License shall not be affected thereby.

**36. GOVERNING LAW.**

This License shall be governed and construed in accordance with the statutes and laws of the State of California.

**37. VENUE.**

In the event that suit shall be brought by any Party to this License, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara.

**38. COMPLIANCE WITH LAWS.**

The Parties hereto shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local governments in the performance of their rights, duties, and obligations under this License.

The Licensee shall be solely responsible for compliance and for all sanctions, fines, penalties, court fees, or other actions levied against the City as a result of the Licensee's work or activities on the airport. In addition to complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit, the Licensee shall conform and comply with all provisions of the City's Storm Water Pollution Prevention Program (SWPPP) developed for the Airport.

- 38.1. Federal Aviation Regulations. Licensee will comply with applicable Federal Aviation Regulations, and further, that the Licensee will agree to comply with such enforcement procedures as the United States might demand that the City take in order to comply with the sponsor's assurances.

**39. REPRESENTATIONS AND WARRANTIES OF LICENSEE.**

Licensee represents and warrants to City that:

- 39.1. It is duly organized and validly existing under the laws of its jurisdiction, incorporation, or establishment;
- 39.2. It has the power and the authority to enter into and perform its conditions, obligations, privileges, and agreements contained herein and to pay the fees or other charges required under this License;
- 39.3. This License has been duly authorized, executed, and delivered by Licensee and assuming the due authorization, execution, and delivery hereof by the Parties hereto, constitutes a legal, valid, and binding obligation of it enforceable against it in accordance with the conditions, obligations, privileges, and agreements contained herein, subject to applicable bankruptcy, insolvency, and similar laws affecting creditor's rights generally, and subject, as to

enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law;

- 39.4. Its execution and delivery of this License and its performance of its conditions, obligations, privileges, and agreements contained herein do not and will not constitute or result in a default, breach, or violation of, or the creation of any lien or encumbrance on the Premises under, its charter or by-laws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction, or order applicable to it or the Premises;
- 39.5. All consents, authorizations, and approvals requisite for its execution, delivery, and performance of this License have been obtained and remain in full force and effect and all conditions, obligations, privileges, and agreements thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority or regulatory body is required for such execution, delivery, or performance; and
- 39.6. There is no proceeding pending or threatened against Licensee at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair Licensee's ability to perform its conditions, obligations, privileges, and agreements contained herein and there is no such proceeding pending against Licensee which purports or is likely to affect the legality, validity, or enforceability of this License.

**40. AMENDMENTS.**

The Parties acknowledge no oral agreements regarding this License have been entered into by and between the Parties and that no alteration or variation of the terms and conditions of this License shall be valid unless made in writing and signed by the Parties. This License can be amended by mutual agreement of Licensee and the City.

**41. COUNTERPARTS.**

This License may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.**

**CITY:**

CITY OF PALO ALTO (CITY)

\_\_\_\_\_  
City Manager or Designee

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chief Assistant City Attorney Or Designee

**LICENSEE:**

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Type of Entity: