

## **ACCESS LICENSE AGREEMENT**

(Peafowl Trapping Services)

THIS ACCESS LICENSE AGREEMENT (the "Agreement") dated \_\_\_\_\_, 2022, and is entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation ("Licensee") and \_\_\_\_\_ the owner or lawful tenant ("Licensor") of the property at \_\_\_\_\_, South Pasadena, CA 91030 ("Property").

### RECITALS

WHEREAS, Licensor desires Licensee (including Raptor Events LLC, Licensee's contracted peafowl trapping vendor) to enter upon the Property for the specific and limited purpose of placing, relocating, monitoring, maintaining, servicing and removing peafowl traps that are approximately 10' long and 10' wide (the "Peafowl Trapping Services");

WHEREAS, Licensor has agreed to give the Licensee and Raptor Events LLC, and they have agreed to accept from Licensor, a license to enter upon the Property to perform the Peafowl Trapping Services;

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth this Agreement with respect to Licensee's and Raptor Events LLC entry upon the Property to perform the Peafowl Trapping Services;

NOW, THEREFORE, Licensor and Licensee hereby agree as follows:

1. Access. Licensor grants Licensee and Raptor Events LLC, its contracted peafowl vendor, and their employees, the right to enter upon the Property for the purpose of performing the Peafowl Trapping Services from the date hereof until such right is terminated pursuant to Section 2 below. All traps may be monitored and services (i.e. any birds removed) by Licensee or its vendors no less than once a week. If Licensor notifies Licensee or its vendor that peafowl are present in a trap, the Licensee or its vendor shall use reasonable efforts to cause the applicable trap(s) to be serviced (i.e., peafowl removed within 24 hours). Traps shall, in any event, be maintained and monitored by Licensee's contracted peafowl trapping vendor in accordance with any applicable legal requirements of the State of California Department of Fish and Wildlife, and the United States Department of Fish and Wildlife. Licensor shall notify Licensee or its vendor if Licensor will be away from the Property for more than 24 hours and shall close the trap(s), so that the peafowl cannot enter the traps during Licensor's absence from the Property.
2. Termination. Either party may terminate this Agreement without cause upon written notice of the other addressed to Licensor at the Property and to Licensee at the address at the end of this Agreement. Upon any such termination, Licensee shall, at Licensee's cost, cause all of the traps to be removed.

3. Indemnity. Licensee shall indemnify, defend and hold harmless, Licensor, its officials, officers, employees, volunteers and agents serving as independent contractors (collectively "Indemnitees") from and against any and all claims, liens, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) by any third party (collectively "Claims") suffered, incurred, or sustained by Licensor as a result of, by reason or, or in connection with such Claims arising from the sole negligence or willful misconduct of Licensee or its vendors: (i) entering the Property; or (ii) performing the Peafowl Trapping Services on the Property. This Section shall survive the termination of the Agreement.

Licensor shall indemnify, defend and hold harmless, Licensee, its officials, officers, employees, volunteers, vendors, and agents serving as independent contractors from and against any and all claims, liens, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) (collectively "alleged harms") suffered, incurred, or sustained as a result of, by reason or, or in connection with such alleged harms arising from the sole negligence or willful misconduct of Licensor. This Section shall survive the termination of the Agreement.

4. Waiver. Licensor does release Licensee and its vendor, and their officials, officers, employees, volunteers and agents serving as independent contractors from any and all claims, liens, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred, or sustained by Licensor, its officials, officers, tenants, subtenants, employees, volunteers, and agents serving as independent contractors as a result of, by reason or, or in connection with damage by any peafowl or other animal.
5. Notices. Whenever any notice, demand, or request is delivered under or in connection with this Agreement, such notice, demand, or request shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested; or nationally recognized executions of the parties thereof, or to such other addresses as are specified by written notice given in accordance herewith. All notices given by mailing shall be deemed given on the date of delivery or attempted delivery shown on the return receipt; those given by overnight service shall be deemed given on the date that is one (1) business day after deposit with the commercial courier.
6. Governing Law. This agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
  
8. No Third-Party Rights. No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and delivered as of the day and year first written above.

**LICENSEE:**

By: \_\_\_\_\_

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

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

**LICNESOR:**

By: \_\_\_\_\_

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

Property Owner/Tenant (Circle One)

**ATTEST:**

By: \_\_\_\_\_

City Clerk