

ACCESS LICENSE AGREEMENT
(Peafowl Trapping)

THIS ACCESS LICENSE AGREEMENT (the "Agreement") is dated as of _____, 2020, and is entered into by and between the CITY OF SAN MARINO, a municipal corporation ("Licensee") and _____ the owner or lawful tenant ("Licensor") of the property at _____, San Marino, California, APN No. _____ ("Property").

RECITALS

WHEREAS, Licensee or Licensor has requested Licensee (including 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, 10' wide, and 6' feet high (the "Peafowl Trapping Services").

WHEREAS, Licensor has agreed to give Licensee, and Licensee has 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 their agreement with respect to Licensee's entry upon the Property for such limited purposes.

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

1. Access. Licensor grants Licensee and its contracted peafowl vendor(s) identified in writing by Licensee to Licensor, 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 serviced (i.e., any birds removed) by Licensee or its vendor no less than once a week. If Licensor notifies Licensee (by telephonic notice to Michael Maxcy at (626) 827-2282 or such other person and telephone number given in writing by Licensee to Licensor) that peafowl are present in a trap, then Licensee 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 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 if Licensor will be away from the Property for more than 24 hours and shall close the trap(s), so that 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 to 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 in the role of city officials (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) (collectively "Claims") suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with Licensee or its vendors: (i) entering the Property; or (ii) performing the Peafowl Trapping Services except for such Claims arising from the sole negligence or willful misconduct of Licensee. This Section shall survive the termination of this Agreement.

4. 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 commercial courier for next business day delivery, to the addresses set forth below the respective executions of the parties hereof, 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.

5. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

6. 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.

7. 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: _____
Print Name: Aldo Cervantes
Title: Planning & Building Director

ATTEST:

By: _____
City Clerk

Address for Notices:
City of San Marino
2200 Huntington Drive
San Marino, CA 91108
Attn: Aldo Cervantes

LICENSOR

By: _____
Print Name: _____
Property owner/Tenant [circle one]

Address for Notices:

