

# COOPERATIVE AGREEMENT/LICENSE

For Prevention and Suppression of Forest Fires

<b>PROJECT</b>	Community Shaded Fuel Break	<b>COUNTY</b>	Solano
Designated <b>LICENSOR</b> (Controls/Owns Prop.)	<b>Property Owner's Name</b>	Designated <b>LICENSEE:</b>	CFPD/Potentiate
<b>THIS AGREEMENT:</b>	<p>(dated for reference purposes)</p> <p>By and between LICENSOR and LICENSEE, named above, in consideration of public services to be performed by LICENSEE for the prevention and suppression of wildfire, hereby licenses to the LICENSEE, use of the property under the ownership and/or control of LICENSOR, described as follows:</p>		
<b>PROPERTY DESCRIPTION</b> <i>Provide address, APN and/or portion of Section/Township/Range, and/or other identifier(s):</i>	<b>Insert Address Here</b>		
<b>PURPOSE</b>	<p><u>Said Agreement on the above-described premises will be as follows:</u></p> <p>The work stated herein is a service to the Licensor by the Licensee by reducing risk of catastrophic wildfire, removal of hazardous fuels, and creating defensible space as required by California State Law (see Attachment).</p> <p><b>Insert description of work to be completed here</b></p>		
<b>SUBJECT TO</b>	<p>To the extent that they can legally do so, both parties to this agreement agree to indemnify and hold each other harmless against any and all claims for injury to the person or damage to the property, arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of others, its servants, agents, or employees.</p> <p>Specifically, the Licensor agrees to indemnify, hold harmless and assume the defense of the Licensee, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the Licensee's operations or from any persons directly or indirectly employed by, or acting as agent for, Licensee, excepting the sole negligence or willful misconduct of the Licensee. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Licensee's services, as well as during the progress of rendering such services.</p> <p>In return, the Licensee agrees to indemnify, hold harmless and assume the defense of the Licensor, its agents, officers, employees, and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the Licensor's operations or from any persons directly or indirectly employed by, or acting as agent for the Licensor, excepting the sole negligence or willful misconduct of the Licensor.</p> <p>Either party shall have the right to terminate this Agreement with 90 days written notice, and in event of and prior to such termination, reserves the right to remove any improvement erected by it upon the said premises.</p> <p>Attachments if needed: (Total number of pages attached # including the following checked items)</p> <p><input type="checkbox"/> Legal description    <input type="checkbox"/> Location map    <input type="checkbox"/> Site plan    <input type="checkbox"/> Other: <b>Describe if applicable</b></p>		

LICENSOR:  
(Insert Name)

LICENSEE:  
Cordelia Fire Protection District

Authorized Representative: \_\_\_\_\_

Authorized Representative: Dave Carpenter

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Property Type: \_\_\_\_\_ Date: \_\_\_\_\_

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

LICENSOR:  
(Insert Name)

LICENSEE:  
Potentiate LLC

Authorized Representative: \_\_\_\_\_

Authorized Representative: Rochelle Sherlock

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Property Type: \_\_\_\_\_ Date: \_\_\_\_\_

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

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