

LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Mandala Springs Wellness Retreat Center (Licensor) and the County of Lake (Licensee.)

2. **Authority.** This Agreement is authorized under the provisions of Government Code Sections 23004 and 25520.

3. **Purpose.** Licensee desires to use, and the Licensor agrees to license and permit Licensee to use the following described property (hereinafter referred to as the "Premises") at no cost to Licensee:

Mandala Springs
Wellness Center
14117 Bottle Rock Rd.
Cobb, CA 95426

4. **Scope.** The Licensor will authorize Licensee the non-exclusive use of the Premises identified above for the following purposes:

Official Commemoration of the Valley Fire, Lives Lost, Injured Firefighters, and the Resilience of the Community and the County of Lake, September 12, 2025, at 1 pm.

5. **Duration.** This Agreement shall become effective upon execution, and expire no later than 5:00 p.m. September 12, 2025, unless terminated prior to that date with 10 calendar days notice from either party. The Agreement may be extended by mutual consent of the parties.

6. **Duties and Responsibilities.**

a. Licensor shall:

- 1) At no cost to Licensee, maintain the premises in good repair and condition;
- 2) Provide Licensee with any keys or other instruments necessary to access the Premises, as needed by Licensee, and coordinate with Licensee to assist with limiting the access of third parties;
- 3) Maintain at Licensor's own expense existing electrical service and any existing lighting for the duration of this Agreement; and

b. Licensee shall:

- 1) Maintain the Premises in clean and orderly condition;

2) Surrender the Premises in the same state and condition as it was in at the commencement of LICENSEE use and occupancy;

3) Permit the Licensors to enter the Premises with approval of the designated Licensee Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

7. Non-Fund Obligor Agreement. Nothing in the Agreement shall authorize Licensee to obligate or transfer any funds in connection with Licensee's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

8. Liability. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims.

9. Compliance with Applicable Law: The Licensors shall comply with all Federal, State and local laws applicable to the Licensors as owner, or Licensors, or both of the Premises, including, without limitation, laws applicable to construction, ownership, alteration or operation of both or either thereof, and will obtain and maintain all required and permits, licenses and similar items, at no cost to LICENSEE.

10. Proper Use of Premises. Licensors warrants that the Premises may be used for the purposes intended by Licensee as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on Licensee to inspect for toxic material or latent environmental conditions which could be affected by Licensee's intended use of the Premises. Any known environmental conditions which could affect Licensee's use of the Premises, known to the Licensors, must be disclosed to Licensee.

11. Integrated Agreement: This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

12. Points of Contact.

a. The Licensee Point of Contact is:

Susan Parker

b. The Licensor's Point of Contact is:

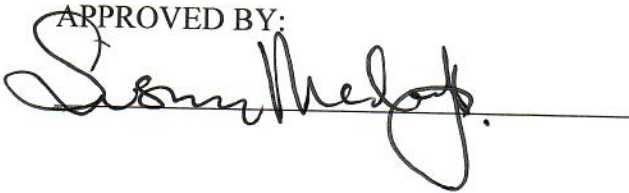
Susan McCarthy
14117 Bottle Rock Rd.
Cobb, GA 95426

13. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or regulations or the directives of Licensee. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

14. **Effective Date.** The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

15. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:



Date: 8/14/2025

Date _____