RIGHT OF ENTRY LICENSE AGREEMENT

BETWEEN

THE CITY OF CATHEDRAL CITY, CALIFORNIA

AND

_____

This Right of Entry License Agreement ("Agreement") is made and entered into as of _____, 2018 ("Effective Date") by and between the City of Cathedral City, a municipal corporation ("Licensee") and _____, a _____ ("Licensor").

RECITALS

A. The Licensor is the owner of the real property located at 68571 East Palm Canyon Drive, Cathedral City, California (the "Property").

B. Licensee wishes to obtain permission from Licensor to enter upon the Property for the purposes of installing a mural depicting local athletes Cub Swanson and Tim Bradley (the "Mural") upon the northwest facing wall of the Property.

C. The Mural will be installed by ____ (the "Artist") and the design of the Mural to be installed has been approved by the Licensor.

D. The installation of the Mural on the Property will provide a benefit to the public by aesthetically enhancing a building along a major thoroughfare through the City.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

I. Grant of Right of Entry. The Licensor hereby grants the Licensee, its employees, consultants, agents and designees, including the Artist, permission to enter upon the Property for the purpose of installing, maintaining and repairing the Mural (the "Work"). Licensee shall direct and control all activities pertaining to the Work and shall not impose, at any time, any charge or exaction against Licensee.

II. Installation, Maintenance and Repair. Licensee shall cause Artist to install the Mural on the Property at Licensee's sole cost and expense. Licensee shall be responsible for all maintenance and repair of the Mural after installation. However, Licensor agrees not to damage, deface or destory the Mural. Any damage, defacement

or destruction caused by Licensor, its tenants, subtenants, agents, employees, designees and invitees, shall be repaired by Licensee, but Licensor agrees to reimburse Licensee for all costs of the repair work.

III. Assumption of Risk. Licensee enters the Property and performs or causes to be performed such Work as referred to above, at its own risk and subject to whatever hazards or conditions may exist on the Property.

IV. Permits. Licensee shall obtain all necessary permits from appropriate agencies at Licensee's sole expense.

V. Termination. This Agreement shall have a term of ten (10) years from the Effective Date, unless earlier terminated or extended by the parties in writing. Licensor may not terminate this Agreement without cause. If either party is in breach of this Agreement, the other party may give notice of such breach to the other part and demand the breach be cured. If the breach is not cured within thirty (30) days of the date of the notice, the party giving notice may terminate this Agreement for cause effective immediately. Upon termination of this Agreement, whether for cause or not, Licensee shall not be required to remove the Mural or any portion of it from the Property.

VI. Date and Time of Entry. Licensee shall arrange a date and time of entry with the Licensor at least five (5) business days in advance of the entry. The Licensee shall provide in detail the names of the persons who will be coming into the Property, the nature of the work to be done, and how long it is expected to take. The arrangement shall be made through contact with _____. Licensor may propose reasonable measures to mitigate any damage or disruption that may be caused by the entry or work, and Licensee shall not unreasonably refuse to comply with such measures.

VII. Indemnification. Licensee agrees to indemnify, defend and hold harmless from all claims, demands, suits, judgments, expenses, and costs on account of injury or death of person or loss of or damage to, Property arising out of or related to the performance of Work.

VIII. Attorney Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

IX. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City
Attn: City Manager
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

To Owner: _____
_____
_____
_____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

X. Entire Agreement. This Agreement constitutes the entire Agreement between the Licensee and the Licensor, and no alteration, amendment or any part thereof shall be effective unless in writing signed by the parties sought to be charged or bound thereby.

XI. Authorization. Each individual signing this Right of Entry Agreement on behalf of an entity or others warrants that he or she has authority to do so and that the Right of Entry will be valid and binding on the entity to other person for whom the individual has signed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY

_____

Charles P. McClendon
City Manager

LICENSOR

_____

By:_____

Its:_____