

## TAUZER APIARIES, INC. LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into and effective this \_\_\_\_ of \_\_\_\_ 20\_\_ (the "Effective Date"), between the City of Fairfield, a municipal corporation ("Licensor"), and Tauzer Apiaries, Inc., a California corporation ("Licensee") (collectively, the "Parties" and each individually, a "Party").

### RECITALS

- A. Licensor owns several parcels of land located in the City of Fairfield, commonly known as APNs: 0170-010-130, 120, 370 & 0170-230-010 (Cement Hill Road); APNs 0166-060-200 & 010 (NBR); APNs 0170-222-010 (Strassberger Drive); APNs 0180-010-200 & 190 (Red Top Road), and more particularly described in Exhibit A (each a "Property" and together the "Properties").
- B. Licensor desires to place and maintain honey bee colonies on the Properties.
- C. Licensor desires to grant Licensee a non-exclusive License to access the Properties in accordance with the terms of this Agreement.

### AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Grant of Agreement.** Subject to the provisions, covenants and agreements herein contained, Licensor hereby grants to Licensee a limited, non-exclusive, and revocable License to place and maintain honey bee colonies on the Properties (the "License").

**2. Use.** The License granted hereunder is expressly to the Licensee to place and maintain honey bee colonies on the Properties and no other purpose. No other entity will be permitted a license for those purposes during the Term. Licensor and Licensee shall agree in writing where each hive shall be located. Licensee shall not park, repair or refuel, or permit to be parked, repaired or refuel any vehicles or mechanized equipment on any portion of the Properties except for the purposes of loading, unloading and maintaining the honey bee colonies. Licensee shall not commit waste, and use their best efforts not to disturb the natural environment, except as required for the placement and maintenance of the honey bee colonies. All hives will be no less than 100 feet from an occupied structure, entrance, exit, or any area where the public may be.

**3. Property Rights.** This Agreement does not create to the Licensee any property interest in the Properties.

**4. Term.** The initial term of this Agreement shall commence on the Effective Date and continue for twelve (12) months thereafter, unless sooner terminated in accordance with this Agreement.

**5. Condition of Properties.** Licensor has not made any representations with respect to the Properties, and does not warrant that the Properties are suitable for placement and maintenance of honey bee colonies, and Licensee accepts each Property as-is.

**6. Access.** Licensor and its employees, agents and representatives shall have the right to enter upon the Properties after reasonable notice to Licensee.

**7. Requirements of Law.** Licensee, at its sole cost and expense, shall be responsible for obtaining all business licenses, permits, and approvals necessary, as well as comply with all present and future laws and regulations on the placing and maintaining of honey bee colonies on the Properties.

**8. Fees and Royalties.** Within five (5) days following the Effective Date of this Agreement, Licensee agrees to pay Licensor a royalty which shall be the greater of either 1) five dollars (\$5.00) per colony located on the Properties per year as of January 1 of each year; or 2) five hundred dollars (\$500.00) per Property per year. Additionally, upon any termination by either Party to this Agreement, Licensee shall pay all outstanding fees and royalties owed under this Agreement.

**9. Termination.** Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice. In addition, in the event Licensee fails to comply with any obligations imposed upon Licensee hereunder, Licensor shall have the right, after seven (7) days' notice to Licensee of any such non-compliance and Licensee's failure to remedy within such period (or if such non-compliance cannot be remedied within such seven (7) day period, Licensee's failure to utilize good faith in remedying any deficiency), to terminate this Agreement on that date. Upon termination, Licensee shall immediately remove all honey bee colonies from the Properties.

**10. End of Term of the Agreement.** Upon the expiration or earlier termination of the Term of this Agreement, Licensee shall remove all of its property and vacate the Properties, leaving them in a clean, good, and orderly fashion. The provisions of this section shall survive the expiration or earlier termination of the Term of this Agreement. If Licensee fails to fulfill its obligations under this section, Licensor shall have the right, in its sole discretion to pursue any remedy it may have under this Agreement or at law, or so much as necessary, to satisfy Licensee's obligations under this section at Licensee's sole cost and expense.

**11. Insurance.** Throughout the Term of this Agreement, Licensee shall maintain insurance with minimum limits of \$1,000,000 per occurrence for personal injury and property damage and coverage at least as broad as Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001), Broad Form Comprehensive General Liability endorsement required with ISO Comprehensive General Liability form (1973) or comparable.

**12. Indemnity.** Licensee agrees to protect, indemnify, defend and hold Licensor free and harmless from and against (collectively, "Indemnify") any and all claims, causes of action,

demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees) to which Licensor may be exposed or that Licensor may incur in connection with (a) an injury to, or death of, any person on the Properties, (b) a loss of, or damage to, any property occurring in, on or about the Properties, or (c) a violation of any law, ordinance or regulation applicable to the Properties or Licensee's occupancy and use thereof (collectively, "Losses"). Notwithstanding the foregoing, it is the intent of Licensor and Licensee that Licensee shall be liable to Indemnify Licensee under this Section 12 regardless of whether or not the Losses are caused by any act, omission, willful misconduct or negligent conduct of Licensee, except to the extent that the Losses are solely caused by the gross negligence or willful misconduct of Licensor, or its agents, employees and invitees..

**13. Assignment.** Licensee shall not assign or sublicense its rights or delegate its duties under this Agreement.

**14. Notice.** Any notice or other communication required to be given hereunder shall be in writing and shall be deemed to have been duly given to any Party (i) upon delivery to the address of such party specified below if delivered in person or by courier, or if sent by certified or registered mail (return receipt requested), postage prepaid, or (ii) upon dispatch if transmitted by email or facsimile.

If to the Licensor:      City of Fairfield  
                                    1000 Webster Street, 2<sup>nd</sup> Floor  
                                    Fairfield, CA 94533  
                                    Attention: Real Estate Specialist II

If to Licensee:            Tauzer Apiaries, Inc.  
                                    23011 Country Road 103  
                                    Woodland, CA 95776

**15. Hazardous Substance Indemnity; Prohibited Substances.** Licensee shall not use or bring any Hazardous Substances to the Properties for any purpose. LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, CLAIMS, DANGERS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM LICENSEE'S TRANSPORTATION, STORAGE, GENERATION, HANDLING, DISPOSAL, OR OTHER USE OF ANY AND ALL HAZARDOUS SUBSTANCE.

**16. Severability.** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect as each provision is an independent covenant and not a condition precedent to the effectiveness of any other provision herein.

**17. Governing Law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in the Superior Court for the County of Solano, California.

**18. Attorneys' Fees.** Should any action or motion be instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to all of the relief to which that Party or those Parties may be entitled by law.

**19. Counterparts.** This Agreement may be executed in one or more counterparts but all of the counterparts shall constitute one agreement. This Agreement shall be effective when executed by all of the Parties hereto. Executed counterparts of this Agreement may be delivered via facsimile and/or e-mail. Such electronic copies shall constitute originals for any and all purposes herein.

**20. Integration.** This Agreement contains the entire agreement between the Parties and supersedes all prior oral and/or written agreements, if any, unless incorporated by reference herein. The terms of this Agreement are contractual and not mere recitals. This Agreement may be modified only by a further written agreement executed by the Parties.

**21. Authority.** Each person whose signature appears on behalf of a Party below acknowledges that he or she has carefully read this Agreement and knows the contents thereof and executes the same of his or her own free will. Each person whose signature appears on behalf of a Party below represents and warrants to the other Party that he or she is authorized to enter into this Agreement, and that their signature binds such Party to the terms and conditions herein without the consent of any other person or entity.

*(Signature page to follow)*

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

**Licensor:**

City of Fairfield,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Licensee:**

TAUZER APIARIES, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: Trevor Tauzer  
Its: Vice President

**Exhibit A**















