

Project: License (UCSB Art Dept)  
APNs: 075-163-014  
Folio: 003630  
Agent: RC

**LICENSE AGREEMENT (Agency as Licensor)**

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is made by and between:

THE REDEVELOPMENT AGENCY OF THE COUNTY OF SANTA BARBARA, a public body corporate and politic, hereinafter "RDA,"

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation, on behalf of University of California at Santa Barbara Art Department, hereinafter "LICENSEE,"

with reference to the following:

**WHEREAS**, RDA is the owner of an improved parcel of land, in the Isla Vista Redevelopment Project Area ("Project Area"), commonly identified as Santa Barbara County Assessor Parcel Number 075-163-014, located at 970 Embarcadero Del Mar, Isla Vista, California; and improved with an approximately 9,914 square feet of professional office building and medical clinic (the "Property");

**WHEREAS**, LICENSEE is a California University located in Santa Barbara, California, which offers cultural and educational opportunities in several disciplines, including art; and

**WHEREAS**, RDA has an interest in encouraging educational and artistic programs in the Project Area, and has worked with LICENSEE to foster joint programs to revitalize the Project Area and to foster a cooperative working relationship between the two entities for the purpose of improving the Project Area; and

**WHEREAS**, RDA has determined that it is in the best public interest to allow LICENSEE use of a portion of the Property as described herein; and

**WHEREAS**, it has been determined that it is in the best interests of the citizens of the County of Santa Barbara for public agencies within the State of California to work cooperatively in sharing cultural and educational opportunities; and

**WHEREAS**, RDA and LICENSEE have agreed to cooperate in facilitating a student art showing in conjunction with LICENSEE'S art program, to residents of the County.

**WHEREAS**, RDA desires to grant this Agreement to LICENSEE for a temporary period of time subject to the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the provisions, covenants, and conditions set forth herein; RDA and LICENSEE hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for RDA by the Executive Director of RDA, or designee, and for LICENSEE by the Director of Art, or designee.

A. 2. **TERM:** The term of this Agreement shall be from Wednesday, June 2, 2010 through June 5<sup>th</sup> for event preparation and presentation of an art show to take place on June 4, 2010 from 7:00 pm to 10:00 pm.

3. **RIGHTS GRANTED:** RDA hereby grants to LICENSEE a personal, nonexclusive, revocable and non-assignable right to enter upon and use those portions of the Property that are shown on the cross-hatched areas of Exhibit "B", attached hereto and incorporated herein ("Premises") solely for the art and educational purposes described herein. Should RDA require use of any portion of the Premises during the term of this Agreement, the parties hereto agree to cooperate in developing a process to accommodate the needs of LICENSEE, including but not limited to arranging an alternative location. This Agreement may be amended to include such arrangement.

4. **PURPOSE AND USE:** LICENSEE shall have limited access to and nonexclusive use of the Premises for the display and discussion of student art only. LICENSEE shall conform to the Rules and Regulations, Security Measures, and Schedules, as agreed upon, in advance by the parties. LICENSEE shall not alter or improve the Premises in any way without express written consent by RDA.

5. **COUNTY'S OBLIGATIONS:** RDA shall provide LICENSEE the following:  
 A. Access to the Premises as set forth in the TERM, above; and  
 B. Parking for LICENSEE students, free of charge, as available.

6. **LICENSEE'S OBLIGATIONS:** In consideration of the rights granted hereunder, LICENSEE shall:  
 A. Provide any specialized equipment required that is not available by RDA; and  
 B. Operate and manage the program in a professional and safe manner; and  
 C. LICENSEE shall be responsible for the clean-up of the Premises and Property after the art show.  
 D. NO ALCOHOL is permitted on the Property.

7. **SECURITY AND SUPERVISION:** LICENSEE shall be responsible for the security of the Property and Premises and any and all personal property therein whenever LICENSEE, its agents, employees and/or guests use the Premises. LICENSEE shall also be responsible for the supervision of such agents, employees and/or guests by a full time career employee of LICENSEE AT ALL TIMES. This means that a faculty member or career staff member shall be in attendance from set-up to take down. The faculty member or career staff member will be the point of contact and is responsible for the conditions and terms of this

agreement. The faculty member or career staff member shall be responsible for the key to the Property for access during the TERM.

8. **NO INTERFERENCE WITH FACILITIES:** LICENSEE shall not interfere with any of RDA'S existing or future facilities or operations within or near the building, nor use the any portion of the building in any manner that will constitute waste, nuisance, or unreasonable annoyance to the RDA, its tenants, or the general public.

9. **COMPLIANCE WITH THE LAW:** LICENSEE its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Premises, now or hereafter in effect.

10. **WASTE AND NUISANCE:** LICENSEE, its officers, agents, or employees shall not commit, nor suffer to be committed, any waste upon the Premises and Property.

11. **TOXICS:** LICENSEE shall not manufacture or generate hazardous wastes on the Premises, building and Property. LICENSEE shall be responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its agents, employees, or designees on the Premises during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LICENSEE shall notify RDA and the appropriate governmental emergency response agency (ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

12. **INDEMNIFICATION:**

A. **INDEMNIFICATION BY REGENTS**

REGENTS OF THE UNIVERSITY OF CALIFORNIA shall indemnify, defend and hold COUNTY OF SANTA BARBARA and RDA, and COUNTY OF SANTA BARBARA and RDA agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of REGENTS OF THE UNIVERSITY OF CALIFORNIA, and REGENTS OF THE UNIVERSITY OF CALIFORNIA officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

B. **INDEMNIFICATION BY COUNTY OF SANTA BARBARA**

COUNTY OF SANTA BARBARA and RDA shall indemnify, defend and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, and REGENTS OF THE UNIVERSITY OF CALIFORNIA agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or

omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA and RDA, and COUNTY OF SANTA BARBARA and RDA officers, agents and employees.

#### C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be COUNTY OF SANTA BARBARA and RDA agent and COUNTY OF SANTA BARBARA and RDA shall not be deemed to be REGENTS OF THE UNIVERSITY OF CALIFORNIA agent.

#### D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

#### E. CONTINUING OBLIGATION

To the extent that REGENTS OF THE UNIVERSITY OF CALIFORNIA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA and RDA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA and RDA has agreed to indemnify, defend and hold harmless REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

13. **INSURANCE**: Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

14. **NON-DISCRIMINATION**: LICENSEE shall comply with laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, RDA shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

15. **NOTICES**: Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

RDA: Santa Barbara County Redevelopment Agency  
1105 Santa Barbara Street, 4<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
(805) 568-2069

LICENSEE: University of California at Santa Barbara (Art Dept)  
Bldg 434, Room 1235  
Santa Barbara, CA 93106-7120  
(805) 893-2724

University of California at Santa Barbara  
Contracts & Property  
SAASB, Room 3203  
Santa Barbara, CA 93106-2095  
(805) 893-5836

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT**: Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for an unreasonable period of time, this Agreement shall terminate at the option of the non-defaulting party.

17. **REMEDIES**: In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

18. **WAIVER**: It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

19. **TERMINATION**: This Agreement shall terminate and all rights of LICENSEE hereunder shall cease and LICENSEE shall quietly and peacefully vacate the Premises and Property:

- A. Upon LICENSEE'S failure to cure a default as specified in Section 16, **DEFAULT**; or
- B. Upon either party giving notice to the other party at any time during the term; or
- C. Upon expiration of the term of this Agreement or any extension thereof.

20. **DESTRUCTION**: If the Premises is partially or totally destroyed by fire or other casualty, this Agreement, at the option of RDA, shall terminate. In the event of such destruction, RDA shall use its best efforts to re-locate LICENSEE to another location on the Property.
21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE**: LICENSEE shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.
22. **SUCCESSORS IN INTEREST**: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.
23. **NEGATION OF PARTNERSHIP/JOINT VENTURE**: Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make LICENSEE a partner of, nor a joint venturer with COUNTY or associated in any other way with regard to the use of the Premises, nor to subject either party to any obligation, loss, charge or expense resulting therefrom.
24. **AGENCY DISCLOSURE**: LICENSEE acknowledges that the RDA is the agent for the RDA exclusively, and is neither the agent for LICENSEE nor a dual agent in this transaction.
25. **CAPTIONS**: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.
26. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
27. **CERTIFICATION OF SIGNATORY**: Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.
28. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties.
29. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
30. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore

original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

31. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

32. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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IN WITNESS WHEREOF, RDA and LICENSEE have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the RDA.

"RDA"  
SANTA BARBARA COUNTY  
REDEVELOPMENT AGENCY

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:  
DENNIS MARSHALL  
AGENCY COUNSEL

By: \_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

APPROVED:

By: \_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
Janet Wolf  
Chair, Board of Directors  
Redevelopment Agency of the County of Santa  
Barbara

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

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AGENCY TREASURER

By: \_\_\_\_\_

APPROVED:

By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Program Administrator



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(Signature page continued)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Sandra K. Featherson 5/19/10  
Sandra Featherson  
Associate Director of Accounting  
Services and Controls

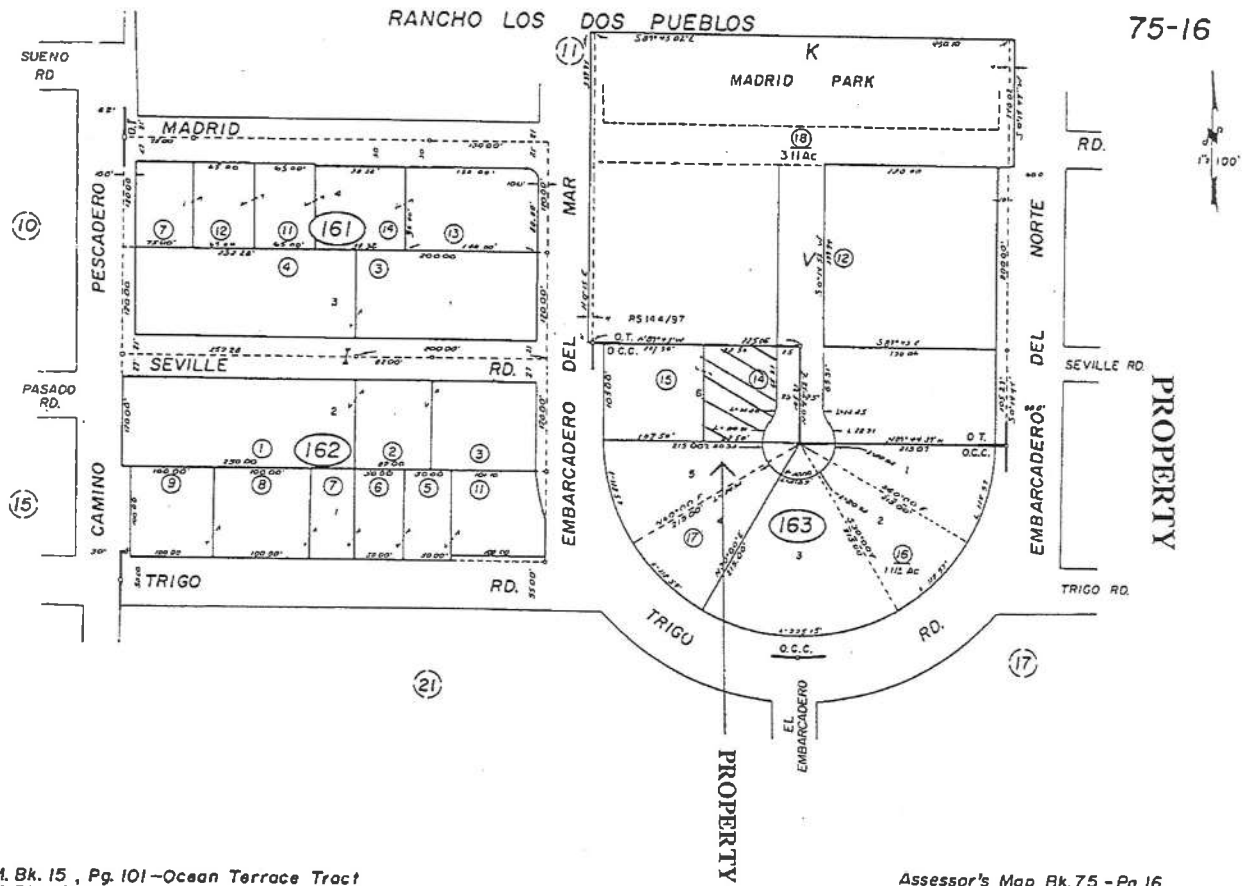
DEPARTMENT APPROVAL:

By: \_\_\_\_\_

Date

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

EXHIBIT A

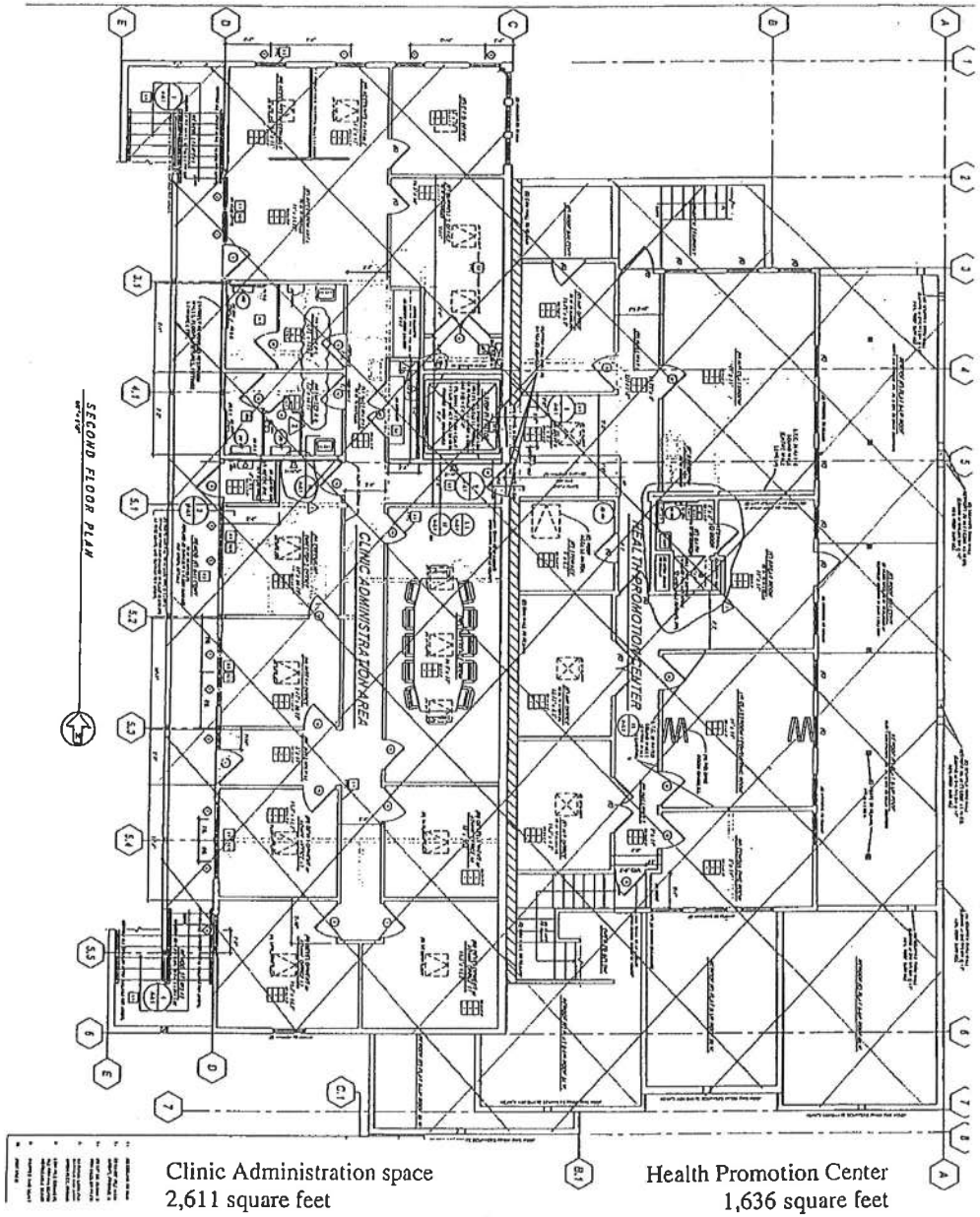


R.M. Bk. 15, Pg. 101—Ocean Terrace Tract  
 3/5/57 R.M. Bk. 40, Pg. 55—Orr Commercial Center

Assessor's Map Bk. 75 - Pg. 16  
 County of Santa Barbara, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles

02/73 163-112-110-163-16



**EXHIBIT B  
PREMISES  
SECOND FLOOR**