

Exhibit 'B

**LICENSE AGREEMENT BETWEEN THE CITY OF KERMAN  
AND KERMAN COMMUNITY FOOD BANK**

THIS LICENSE AGREEMENT ("Agreement") is entered into by and between the City of Kerman ("City") and Kerman Community Food Bank ("Food Bank").

WHEREAS, City is tenant of property commonly described as Caring Center located in the City of Kerman, County of Fresno, State of California; and

WHEREAS, Food Bank is an organization authorized to do business in the State of California,

WHEREAS, City has determined that allowing use of the property by Food Bank will provide a benefit to the health and welfare of the people of the City of Kerman.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Description of Property. City is the tenant of certain real property situated in the City of Kerman, and more commonly described as Caring Center located at 14660 W. D Street Kerman CA APN 023-150-40ST ("Property"), and in **Exhibit A** which is attached to this Agreement and hereby incorporated by reference.
2. Grant of License. In consideration of the sum of one dollar (\$1.00) per year, City grants Food Bank a license ("License") on a non-exclusive use basis to perform the following acts on the Property in the West Room of the Caring Center: Operate a Community Food Bank, distributing food to local residents once a week on Thursday from 10:00 a.m. to 12:00 p.m. Food Bank may not use the Property for any other purpose or business without obtaining City's prior written consent.
3. Incidental Rights. The License includes the following incidental rights to use the Property: access to the Caring Center Monday through Friday from 8:00 a.m. to 5:00 p.m. to stock and maintain the food bank. In exercising these rights, Food Bank must use reasonable care and may not unreasonably increase the burden of the Property.
4. Utilities and Maintenance. Food Bank shall have non-exclusive use of the premises as described above. Telephone and janitorial service will be the responsibility of Food Bank. The City will provide utility, water, sewer, refuse collection and recycling services for the Premises at no charge to Food Bank. All utilities are available to the Premises but Food Bank shall seek written approval from City for installation and proper maintenance of any utility connections and fixtures from existing service terminations to Premises as Food Bank may require.

Food Bank acknowledges that Food Bank is using the Premises on an “as is” basis. Food Bank shall at all times during the term make its best efforts to keep and maintain the Premises (including improvements thereto) in good and sanitary order and condition. Food Bank further agrees to assume responsibility for any repairs or replacement of fixtures, plumbing or equipment damaged due to misuse or abuse.

By entering into the Premises, Food Bank shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair. Food Bank agrees on the last day of the term or sooner termination of this Agreement to surrender the Premises with appurtenances, in the same condition as when received, reasonable use and wear and tear excepted.

Food Bank will clean all areas and equipment used for their purpose on days of use as noted above.

5. License Nonassignable. This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Caring Center by the grant of this License.
6. Term and Termination. This License shall commence on March 8, 2023 (“Effective Date”) and terminate in five (5) years on March 8, 2028. A new five (5) year term will automatically commence at end of first term unless either party initiates a change. Either party may terminate the License upon written thirty (30) days' notice.
7. Termination of Occupancy. On or before the termination date for this License specified in paragraph 6 of this Agreement, Food Bank shall remove all of Food Bank’s personal property from the Property and shall surrender possession of the Property to City in good order and repair to the satisfaction of the City, normal wear and tear excepted.
8. Indemnity. Food Bank, as a material part of the consideration is to be rendered to City under this Agreement, waives all claims against City for damages to all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time. Further, Food Bank agrees to defend City and to hold City exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from i) Kerman Community Food Bank’s use of the Property; or ii) Food Bank’s failure to keep the Property and surrounding areas clean and in good condition. City shall not be liable to Kerman Community Food Bank for any damage by or from any act of negligence of any other occupant of the Property or any occupant of adjoining or contiguous property. Food Bank agrees to pay for all damages to the Property, as well as all damage to occupants of the Property and to the property of those occupants caused by Food Bank’s misuse or neglect of the Property.

9. Insurance. Food Bank further agrees to maintain in full force during the term of this License, at Food Bank's own expense, a policy of comprehensive liability insurance, including property damage, which will insure Kerman Community Food Bank and City against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. Food Bank will add by separate endorsement City of Kerman, its officials, officers, employees and agents as an additional insured with coverage at least as broad as ISO form CG 20 10. The policy shall be approved as to form and insurance by City. The insurance shall not be less than \$1,000,000.00 for any one person injured or killed, not less than \$1,000,000.00 for any one incident, and not less than \$1,000,000.00 for property damage. Food Bank shall provide City with a copy of the policy, including an endorsement that states the policy will not be cancelled except after 10 days' notice in writing to City.
  
10. Attorneys' 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 attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
  
11. Entire Agreement. This Agreement constitutes the entire agreement between City and Food Bank relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to the Agreement shall be of no force and effect unless it is in writing and signed by City and Food Bank.

**CITY OF KERMAN**

\_\_\_\_\_  
 John Jansons, City Manager

DATE: \_\_\_\_\_

**KERMAN COMMUNITY FOOD BANK**

\_\_\_\_\_  
 [Name]  
 [Title]

DATE: \_\_\_\_\_