

**LICENSE AGREEMENT
(MERIDIAN POLICE DEPARTMENT K9 TRAINING)**

This License Agreement (this “**Agreement**”) is made and entered into by and between ProBuild Company LLC, a Delaware limited liability company (“**ProBuild**”), and the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (the “**City**”), effective as of the date last signed by both ProBuild and the City (the “**Effective Date**”).

FACTUAL BASIS

- A. To help ensure force readiness, the Meridian Police Department conducts regular, periodic, tactical training for its canine patrol officers and canine units (the “**Training**”;
- B. The Training is conducted at local businesses in the City so that the City’s canine patrol officers and canine units can experience unexpected, new environments, and so that the canine patrol officers and their police dogs are familiar with such locations should the need arise for police assistance;
- C. ProBuild conducts business at that certain property commonly known as 415 E. Broadway Avenue, Meridian, ID, 83642 (the “**Premises**”); and
- D. ProBuild is willing to license the Premises to the City for the purpose of conducting the training, all upon the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ProBuild and the City hereby agree as follows:

- 1. **License.** ProBuild hereby grants to City a limited, terminable, non-exclusive license to conduct Training at, upon and in the Premises.
- 2. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue through 11:59 p.m. on July 31, 2021, unless earlier terminated by either party. This Agreement and the license granted hereby shall automatically be renewed from month to month thereafter unless written notice of termination is given by either party to the other in the manner set forth herein.
- 3. **Limitations; Requirements.**
 - (a) The City’s may not use the Premises for any purpose other than for Training by and of Meridian Police Department full-time, active duty officers and their canine units (the “**Permitted Use**”). For purposes of clarity, the City will not permit any person, even if employed by the City in another capacity, other than full-time, active duty officers to enter the Premises during the course of the Training.
 - (b) Such Training shall be conducted only during ProBuild’s non-business hours, at times mutually agreeable to ProBuild and the City, as mutually determined and agreed upon at least one week in advance by ProBuild and the City.
 - (c) At least one week in advance of each training session, the City shall submit to Mike Kruse (“**ProBuild’s Local Manager**”) or to such other person as shall be designated by ProBuild’s Local Manager, in writing, a scope of training that includes a statement of those areas within the Premises that the City would like to access during the proposed Training session. Neither the City nor any active-duty officer conducting the training or being trained shall enter any area of the

Premises that has not been approved for access during the scope of such Training session. Without limiting the foregoing, unless previously agreed to in writing, neither the City nor any of its patrol officers have the authority to enter any area not approved for such training session, may not open any cabinets, drawers or the like, may not open any closed doors and may not, open any unlocked compartments or areas.

(d) The City shall have the right to exclude ProBuild's personnel from the Premises during the course of training sessions. Provided, however, neither the City nor its patrol officers shall enter the Premises unless ProBuild's Local Manager or such other person as shall be designated by ProBuild's Local Manager shall be present and grant such entry.

(e) The City acknowledges that it has inspected the Premises and hereby accepts the Premises for Training purposes in its present good and satisfactory order, condition, and repair. ProBuild makes no warranty or promise as to the condition, safety, or usefulness of the Premises for the Permitted Use; and the City accepts the Premises for use on an "as is, where-is" basis.

(f) The City will leave the Premises in the same condition and manner as existed at the beginning of each Training session.

4. **Indemnification; Insurance.**

(a) Notwithstanding anything to the contrary in the provisions of the Idaho tort claims act, Idaho Code §§ 6-901 et seq. and notwithstanding any limitations (including policy limits) in the City's policies of insurance, the City shall reimburse, indemnify, defend and save ProBuild harmless from and against all claims, actions, liabilities and expenses of whatsoever nature (including reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property) arising from or out of the City's use of the Premises or any part thereof, occasioned wholly or in part by any act or omission of the City, its officers, agents, contractors or employees (including but not limited to the active duty patrol officers and their canine units).

(b) If the City or any employee, agent or representative of the City (including but not limited to the active duty patrol officers and their canine units) causes any injury or damage to the Premises in any manner, City shall reimburse ProBuild for the cost of all necessary repairs and/or replacement.

(c) At all times during the term of this Agreement, the City will maintain general liability insurance containing the coverages set forth in City's Certificate of Insurance attached hereto as Exhibit "A".

5. **Notices.** Any notice, request, demand or other communication required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been given (a) upon personal delivery, or (b) the next business day following deposit with FedEx or another nationally recognized overnight carrier with all charges paid for priority next day delivery in each case sent to the party to whom the communication is directed at the address shown below, or to such different address as the addressee will have designated by written notice sent in accordance herewith:

If to City:

Meridian Police Department
1401 E Watertower Street
Meridian, Idaho 83642
Attn: Police Chief

If to ProBuild:

ProBuild Company LLC
2001 Bryan Street, Suite 1600

Dallas, Texas 75201
Attn: Vice President - Real Estate

with a copy to:

ProBuild Company LLC
2001 Bryan Street, Suite 1600
Dallas, Texas 75201
Attn: Real Estate Counsel

6. **No Agency.** It is understood and agreed City shall not be considered an agent of ProBuild in any manner or for any purpose whatsoever in City's use of Premises. Neither ProBuild nor any officer, employee or agent thereof shall be deemed an employee of City. ProBuild shall have no authority or responsibility to exercise any rights or power vested in City. Subject to the recognition that they be full-time, active duty police officers, the selection and designation of the personnel of City in the performance of this Agreement shall be made by City.

7. **Breach; Cure; Termination.** If either party is in breach or default of any of the terms, covenants or conditions of this Agreement, and fails or refuses to cure such breach or default within three (3) days' written notice thereof, or if either party determines that termination is in its best interest, this Agreement, and all rights conveyed thereby, shall be terminated and forfeited by providing three (3) days' written notice; provided however, termination of this Agreement shall not alter or affect, in any manner, the City's liabilities hereunder and all rights and privileges of ProBuild to pursue any available legal remedy shall survive such termination.

8. **City Council Approval Required.** By execution of this Agreement the undersigned Mayor of the City hereby represents and warrants that this Agreement has been approved by resolution of the City Council and upon execution of ProBuild shall be the legal and binding obligation of the City.

9. **Miscellaneous.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The statements set forth above as the Factual Basis are not mere recitals and are incorporated herein by reference for all substantive purposes. All exhibits, if any, to this Agreement are incorporated by reference and made a part of this Agreement as if the exhibits were set forth in their entirety in this Agreement. If any provision of this Agreement is held invalid, this Agreement shall automatically terminate. An electronic copy, telecopy or other facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein. V. General provisions.

IN WITNESS WHEREOF, ProBuild and the City have executed this Agreement to be effective the day, month and year first hereinabove written.

PROBUILD:

ProBuild Company LLC,
a Delaware limited liability company

By: 

Name: Paul W. Dunn

Title: Vice President - Real Estate

Attest:

THE CITY:

City of Meridian,
a municipal corporation

By: _____

Name: Chris Johnson

Title: City Clerk

By: _____

Name: Robert Simison

Title: Mayor

Date: _____