

## **CITY OF ORLAND: TEMPORARY USE AND INDEMNITY AGREEMENT**

This Temporary Use and Indemnity Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Orland (“City”), a municipal corporation organized under the laws of the State of California, and the following parties:

1. Trojan Booster Club, a California nonprofit fundraising organization benefiting Orland High School Athletics (“Booster Club”); and
2. American Promotional Events, Inc., dba TNT Fireworks, a corporation organized under the laws of the State of Alabama (“TNT Fireworks”).

Collectively, Booster Club and TNT Fireworks may be referred to as the “Users.”

### **RECITALS**

WHEREAS, the City is the owner of real property located at 517 Walker Street, Orland, California (“Property”); and

WHEREAS, the Users have requested permission to temporarily use the Property for the sale of fireworks for fundraising purposes from June 28 through July 6, 2025; and

WHEREAS, the City is willing to allow such temporary use, subject to the terms and conditions set forth herein to protect the City from liability and ensure safe use of the Property.

### **AGREEMENT**

#### **1. Grant of Temporary Use.**

The City hereby grants to Users a revocable, non-exclusive license to use the Property located at 517 Walker Street, Orland, CA, solely for the purpose of operating a temporary fireworks stand from June 28 through July 6, 2025. The use shall be subject to all applicable laws, including City ordinances and the requirements of the Orland Fire Department.

#### **2. Condition of Premises.**

Users accept the Property in its current, “as-is” condition, with no representations or warranties by the City as to its fitness or safety for the intended use.

#### **3. Indemnification and Insurance.**

Users shall jointly and severally indemnify, defend, and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, and expenses (including attorney’s fees) arising out of or related to the Users’ use of the Property, including, but not limited to, injury to persons or damage to property.

Users shall maintain general liability insurance with limits of at least \$1,000,000 per occurrence, naming the City as an additional insured, and shall provide proof of such coverage prior to commencing use of the Property.

**4. Compliance with Law.**

Users shall comply with all applicable federal, state, and local laws and regulations, including fire safety regulations and City permits applicable to the sale and storage of fireworks.

**5. Termination.**

This Agreement may be terminated by the City at any time with or without cause, upon written notice to Users. Upon termination or expiration of this Agreement, Users shall immediately vacate the Property and remove all materials, equipment, and refuse.

**6. No Property Interest.**

This Agreement does not create a lease or other property interest in the Property. It is a temporary license only.

**7. Entire Agreement.**

This Agreement contains the entire understanding of the parties and supersedes any prior agreements, oral or written, concerning the subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement upon signature of all parties as of the date first written above.

CITY OF ORLAND

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

Name:

Title:

TROJAN BOOSTER CLUB

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

Name:

Title:

AMERICAN PROMOTIONAL EVENTS, INC. dba TNT FIREWORKS

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

Name:

Title: