

Land Access Agreement

This is a Land Access Agreement (“Agreement”) dated as of _____, 20__ (the “Effective Date”), between [____], a California nonprofit corporation (“we”, “us” or “Client”), and _____, a _____ (“you” or “Licensor”).

Background

We are [____]. You possess the real property described in Exhibit A (the “Property”). We desire access to the Property for research purposes as described in Exhibit A (the “Licensed Premises”). You agree to grant us such access on the terms set out in this Agreement.

1. License Grant

1.1 **Grant, Purpose, and Scope of License.** You grant to us a non-exclusive, non-transferrable, non-assignable, revocable right of entry onto and license to use the Licensed Premises for the limited purposes described in, and during the time period (the “Term”) set out in, Exhibit A (the “License”). The License extends to Client and its employees, contractors, and invited guests. The specific parameters of the License are described in Exhibit A.

1.2 **Fee.** In exchange for the rights provided in this Agreement, we will pay you a fee (“Fee”) in the amount, and according to the schedule, set out in Exhibit A.

2. Licensed Premises

2.1 **Limited Rights.** This License gives us a license only and, notwithstanding anything to the contrary in this Agreement, does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Property.

2.2 **As-Is; No Representation as to Suitability.** We acknowledge that, except as provided in Section 2.3, you have not made any representations or warranties, express or implied, concerning any aspect of the Property or the Licensed Premises, including its fitness for our purposes, that you disclaim any such representation or warranty, and that the Licensed Premises are being licensed “as is.” We acknowledge that we have made our own independent evaluation in deciding to enter into this Agreement and conduct activities on the Licensed Premises.

2.3 **No Interference.** You represent to us that you have the power and authority to grant the License to us. You will not, nor will you grant access or license rights to any third parties that would, materially interfere with our use of the Licensed Premises.

2.4 **Inspection.** You may enter the Licensed Premises at all reasonable times to inspect our activities on and the condition of the Licensed Premises.

2.5 **Our Activities.** We will have sole responsibility for the planning, management, and carrying out of our operations on the Licensed Premises. We will conduct our activities in a professional manner, take care to prevent waste or damage to the Licensed Premises, and comply with all applicable laws in carrying out our activities on the Licensed Premises. We will not materially interfere with the normal operations and activities of your use of the Property.

2.6 **No Improvements.** We will not make any alterations, additions, or improvements to the Licensed Premises, including erecting any structures, without your prior written approval.

2.7 **Recordkeeping.** We will maintain records of our operations on the Licensed Premises. We will make such records available to you as you may reasonably request.

3. Waiver and Release, Indemnification and Insurance

3.1 **Waiver and Release.** We waive and release any and all claims against you and your directors, officers, employees and affiliates (together, the "Licensor Parties") for any liability, loss, damage, expenses and attorneys' fees, resulting from (i) death or injury to person or (ii) loss, theft or damage to property of Client caused by or arising from our presence or activities on the Licensed Premises, regardless of the cause and even if caused by negligence, active or passive. Client agrees not to sue you on the basis of these waived and released claims. Client waives the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known at the time of the making of the release.

3.2 **Indemnification.** We will defend, indemnify and hold you and the other Licensor Parties harmless from and against any and all claims, liabilities, losses, damages and attorney's fees that may be suffered by you (i) as a result of a claim by an Client employee, contractor, collaborator, volunteer or guest, or any other third party, arising directly from Client's presence and activities on the Licensed Premises and the Property under this Agreement, or (ii) from any breach by us of our obligations under this Agreement, except to the extent that the liability is caused by the relevant Licensor Party's gross negligence or willful misconduct.

3.3 **Insurance.** We, at our sole expense, will maintain insurance of types and amounts as set out on Exhibit A. If applicable, we will provide you upon request a certificate of insurance confirming this coverage and naming you as an additional insured.

4. Termination

4.1 **Term.** This Agreement will begin on the Effective Date and will expire at the end of the Term, unless extended by written agreement of you and Client, terminated under Section 4.2 below, or revoked under Section 4.3 below.

4.2 **Termination by Client.** We have the right to terminate this License at any time by giving written notice to you. Such a termination will be effective 10 days after your receipt of our notice. Termination by us will not entitle us to withhold or obtain a refund of the Fee or other sum due under this Agreement or to obtain any compensation or damages from you.

4.3 **Revocation by Licensor.** Notwithstanding any other provision of this Agreement or any course of performance under this Agreement, you may at your sole option freely revoke the License at any time by giving written notice to us. Such a revocation will be effective 10 days after our receipt of your notice. Revocation by you may occur without cause and will be without liability or obligation to pay consideration to us, including, without limitation, any obligation to return to us any part of the Fee.

4.4 Consequences of Expiration and Termination.

(a) **Surrender; Payment.** Upon expiration or termination of this Agreement, we will (i) surrender the Licensed Premises in good condition, order and repair, (ii) remove our property from the Licensed Premises, and (iii) repair, at our cost, any damage to the Licensed Premises solely caused by us, reasonable impacts excepted. The provisions of Sections 3.3, 4, and 5 will remain effective after expiration or termination of this Agreement.

(b) **Personal Property After Termination.** If we leave any of our personal property on the Licensed Premises after the termination of this Agreement, you may store it at a warehouse or any other location for our account and at our risk and expense. You will release the property only when we pay all charges relating to storage and all other amounts we may owe you under this Agreement. If we do not reclaim our property within 30 days, you may sell it in accordance with law and apply the proceeds of the sale to any amounts we owe you under this Agreement, or retain our property, granting us credit for the reasonable value of our property against any amounts we owe you.

5. General Provisions

5.1 **Entire Agreement; Amendments.** This Agreement, together with Exhibit A, is the entire agreement between you and Client and supersedes all prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only as stated in a written document signed by both you and Client which states that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and other documents, including Exhibit A, this Agreement will control.

5.2 **Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will remain enforceable, and the illegal, invalid, or unenforceable provision will be considered modified so that it is valid to the maximum extent permitted by law.

5.3 **Waiver.** Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

5.4 **Third-Party Beneficiaries.** Each Licensor Party other than Licensor is an express third party beneficiary of this Agreement. Except as specifically provided in this Section 5.4, this Agreement is for the exclusive benefit of you and Client, and not for the benefit of any third party.

5.5 **Governing Law.** This Agreement is governed by California law. You consent to the exclusive jurisdiction of the state and federal courts for [_____], California.

5.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

* * * * *

You and Client signed this Agreement as of the Effective Date.

CLIENT:

LICENSOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Client Address:

Licensor Address:

EXHIBIT A

1. **Property.** [Provide the location of the property, including the address.]
2. **Licensed Premises.** [If the parties need to specify a portion of the Property to which the License applies, provide those details here. If applicable, include any restricted areas.]
3. **Purpose.** [Provide the purpose for which Client will use the Licensed Premises (e.g., [_____].)]
4. **Term.** [Provide the length of the term (e.g., one year, six months, through a specified date).]
5. **Number of Entrants.** [If applicable, provide the maximum number of Client employees, contractors, and invited guests who will be allowed on the Licensed Premises at one time.]
6. **Hours of Entry.** [Provide the days or times when Client will (or will not) be permitted to enter the Licensed Premises.]
7. **Advanced Notice.** [If applicable, specify the type and amount of notice Client will be required to give Licensor before entering the Licensed Premises.]
8. **Special Requirements to Entry.** [If applicable, describe special conditions attached to accessing the Licensed Premises, such as details on parking.]
9. **Fee.** [If applicable, provide the total fee amount Client will be required to pay the Licensor for the License.]
10. **Payment of Fees.** [If applicable, provide the details of how the fee will be paid, including the payment schedule.]
11. **Insurance.** [If applicable, provide the nature of the insurance which Client must obtain.]