

## License Agreement

This License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between Foxworth-Galbraith Lumber Company (hereinafter called "Licensor"), and the Town of Prescott Valley (hereinafter called "Licensee"),

### W I T N E S S E T H :

WHEREAS, Licensor and Licensee desire to enter into a license agreement to allow Licensee to use space at 11540 E. Santa Fe Loop Road, Prescott Valley, Arizona for storage of equipment and training:

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and consented to by Licensor and Licensee, Licensor and Licensee do hereby agree as follows:

1. Licensor hereby grants Licensee a license ("License") to occupy and use the areas specified in Exhibit "A" attached hereto and expressly made a part hereof ("Premises"), beginning July 1, 2010 and ending upon 30-day notification from Licensor or Licensee.

2. Licensor shall make the Premises available at all times with access via key. Licensee shall make every effort to secure the building and fencing when entering and leaving the Premises. Licensee shall also disarm the alarm upon entry and reset the alarm upon leaving the Premises.

3. The Premises shall be used solely for the purposes of equipment storage and police training.

4. To the extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, its officers, agents and employees, for, from and against any claim, demand, action, penalty or fine arising from injury or death to persons or damage to property (including equipment damaged from fire or water) occasioned by any act, omission or failure by Licensee, its officers, agents and employees, in using and occupying the Premises.

5. Each party shall insure its own property, to the extent it determines to do so in its sole discretion.

6. Licensor and Licensee warrant to each other that the individuals executing this License on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. Licensor represents to Licensee that by entering into this License, Licensor has bound the Premises and all persons and entities having any legal or equitable interest therein to the terms of the License.

7. This License may be cancelled without penalty pursuant to ARS §38-511 in the event of a conflict-of-interest as described therein by any person significantly involved in negotiating this License on behalf of Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement the day and year first written above.

Licensors  
Foxworth-Galbraith Lumber Company  
11540 E. Santa Fe Loop Road  
Prescott Valley, AZ 86314

Licensee  
Town of Prescott Valley Police Department  
7501 E. Civic Circle  
Prescott Valley, AZ 86314

By: \_\_\_\_\_  
Joe Lorenc  
General Manager

By: \_\_\_\_\_  
Harvey C. Skoog  
Mayor