

LICENSE AGREEMENT
FOR THE DISPLAY OF PUBLIC ART ON PRIVATE PROPERTY

THIS LICENSE AGREEMENT (hereinafter "LICENSE"), is made and entered into this 16th day of December, 2011, by and between the City of Pleasanton, a Municipal Corporation (hereafter "City") and JV Properties (hereafter "Property Owner").

RECITALS

- A. The City owns a statue known as "Joyful Play" (hereafter "Public Art"). A photograph of the Public Art is attached hereto and incorporated herein as Exhibit A. The City wishes to install and display the Public Art on property owned by JV Properties which is located at 561 Main Street in Pleasanton, California.
- B. Property Owner hereby grants a non-exclusive License to the City for the purpose of installing and displaying the Public Art according to the following terms and conditions.

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

1. Permitted Use. Property Owner hereby authorizes the City to install and maintain the Public Art at the location identified on the diagram attached hereto and incorporated herein as Exhibit B (hereafter "Licensed Area"). Property Owner further authorizes the City or its agents to enter the License Area in order to perform maintenance on the Public Art.
2. No License Fee. Property Owner shall not require payment of any rent or other charges for this License.
3. Term of License.
 - a. The term of this LICENSE shall be in perpetuity.
 - b. At any time, however, either party may terminate this License, with or without cause, by providing 60 days advance written notice to the other party. City shall have 60 days from receipt of the notice of termination to remove the Public Art from the Licensed Area.
4. Limitations
 City shall be solely responsible for any damage or loss to Public Art resulting from theft, vandalism, or any other cause. City shall maintain or repair the Public Art as necessary.
4. Acknowledgment of Title. It is understood and agreed that the City, by the acceptance of this License and by the use or occupancy of the Licensed Area, has not acquired and shall not acquire hereafter any property rights or interest in the Licensed Area. It is understood that by installing the Public Art in the Licensed Area, Property Owner has not acquired any rights or interest in the Public Art which shall remain the property of City.
5. Indemnity
 City shall indemnify, defend, and hold harmless Property Owner from and against any and all demands, claims, losses, costs, damages and liabilities of any kind, arising in any manner out of any injury to or death of any person or damage to or destruction of any property related to the placement of the Public Art in the Licensed Area. This provision applies except to the extent of liabilities resulting directly from the sole negligence or willful misconduct of Property Owner or its agents.

6. Notice. Any demand or notice which either party shall be required, or may desire to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail to the respective parties as follows:

To Property Owner:

JV Properties
Ms. JOAN THOMAS Gen Mgr
5955 Coronado Lane
Pleasanton, Ca 94588

To City:

City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94588
Copy to: Director of Community Development

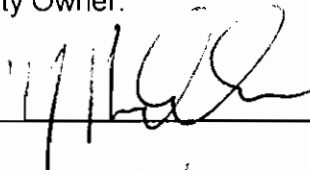
Either party may, from time to time, designate any other address for this purpose by written notice to the other party, given with 10 business day notice

7. Miscellaneous

- a. This License constitutes the entire understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this License must be in writing and executed by both parties.
- b. If any provision of this License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extents permitted by law.
- c. This License shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this License on the dates appearing below their respective authorized signatures.

Property Owner:

By: 

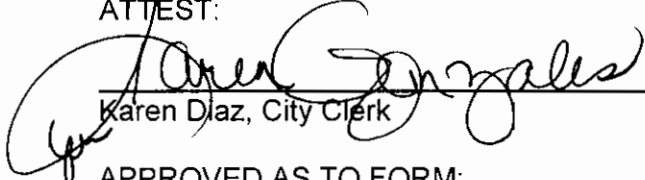
Date: 12/5/11

City of Pleasanton

By: 
Nelson Fialho, City Manager

Date: 12-20-11

ATTEST:

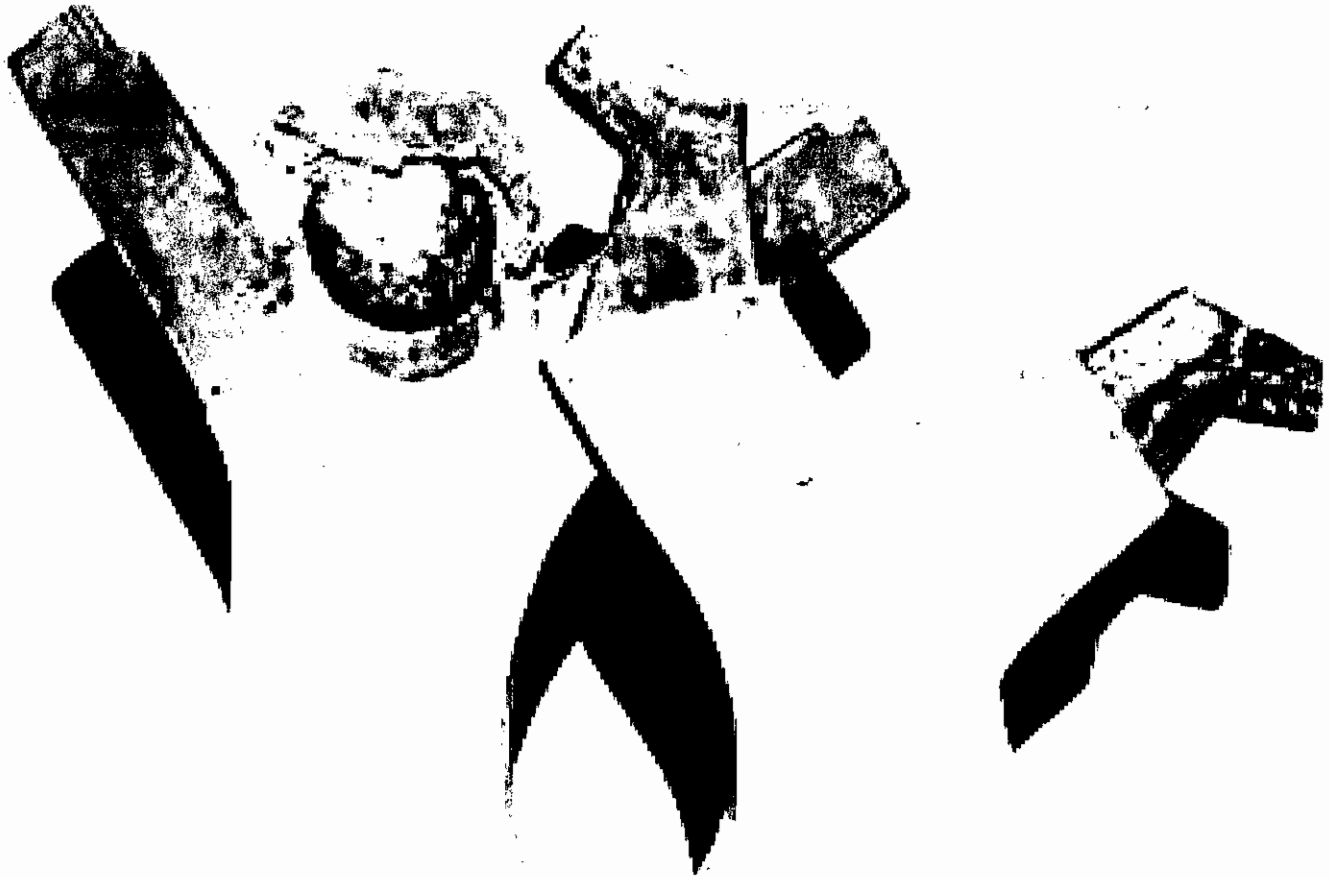

Karen Diaz, City Clerk

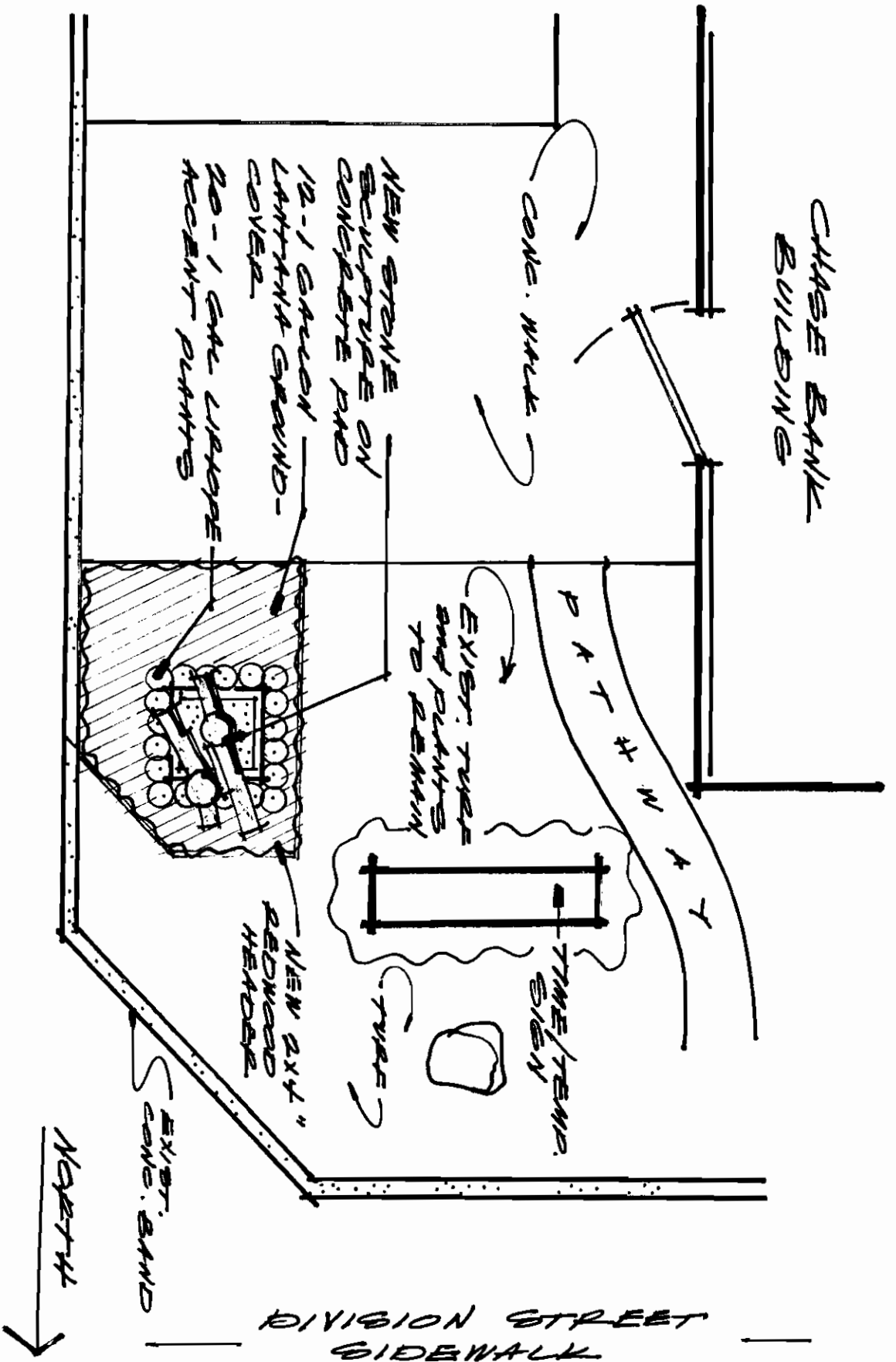
APPROVED AS TO FORM:


for Jonathan Lowell, City Attorney

EXHIBIT A
PHOTOGRAPH OF "JOYFUL PLAY"

EXHIBIT B
DIAGRAM OF LICENSED AREA SHOWING THE LOCATION OF THE PUBLIC ART





ALL INSTALLATION WORK, PLANTING AND IRRIGATION ADJUSTMENT SHALL BE PERFORMED BY THE CITY OF PEABODY (THE PRIVATE CONTRACTOR).

PEABODY, 6/20/2011

EXHIBIT 1
"CLOUTIER PLANT"
SCULPTURE
SCALE: 1/4" = 1'-0"