

**LICENSE AGREEMENT  
FOR BICYCLE SHARE STATION  
AND BICYCLE SHELTER  
BETWEEN  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AND  
THE CITY OF RIVERSIDE**

THIS LICENSE AGREEMENT (hereinafter referred to as the "**Agreement**"), is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**, a public agency existing under the authority of the laws of the State of California (hereinafter referred to as "**RCTC**") and **THE CITY OF RIVERSIDE** (hereinafter referred to as "**City**" or "**Licensee**").

**RECITALS**

A. RCTC is the owner in fee of that certain real property commonly referred to as the Downtown Riverside Metrolink Station in the County of Riverside, State of California (the "**Station**").

B. The Station is an operating commuter rail station used by members of the travelling public.

C. The purpose of this Agreement is to allow installation, operation and maintenance by the City of a bicycle share station and a bicycle shelter on the Licensed Property, as further described herein, in order to promote alternative modes of transportation and to relieve some of the burden on the Station parking facilities.

D. Licensee wishes to enter onto and use a portion of the Station for the purposes specified in Item 2 of the Basic License Provisions.

**PART I. BASIC LICENSE PROVISIONS**

1. Description of Licensed Property:

A portion of the Station as more particularly described and/or depicted in the attached **Exhibit "A"** (the "**Licensed Property**").

2. Use of Licensed Property:

For the installation, construction, operation, maintenance, safety, security, repair, reconstruction, alteration, and removal of the improvements described in Item 8 of these Basic License Provisions and any usual, necessary and related

appurtenances thereto, on the Licensed Property (the "**Project**"), as more particularly described in the attached **Exhibit "C"**.

3. Funding of Project:

The Project shall be funded, in part, pursuant to a separate Congestion Mitigation and Air Quality Improvement Act ("**CMAQ**") agreement between the City and RCTC, and pursuant to funds collected by or on behalf of the City from use of the Facility, as defined below. Except for any CMAQ funding to be provided pursuant to the aforementioned agreement, the City shall be solely responsible for all costs of the Project. The City has received additional funds through the Active Transportation Program Cycle I for this project.

4. Commencement Date: Date of the Agreement first specified above.

5. Term: Until otherwise terminated as specified herein.

6. RCTC's Address:

Riverside County Transportation Commission  
4080 Lemon Street, Third Floor  
Riverside, California 92502-2208  
Attention: Executive Director

7. Licensee's Address:

City of Riverside  
Public Works Department  
3900 Main Street, 4th Floor  
Attention: Nathan Mustafa

8. Facility:

One bicycle share station and one bicycle shelter to be installed on the Licensed Property (collectively, the "**Facility**"), as more particularly described in the attached **Exhibit "C"**. The Facility may display advertisements, provided that any such advertisements are in accordance with RCTC Station advertisement policies.

The foregoing Basic License Provisions and the General License Provisions set forth in the attached Part II are incorporated into and made part of this Agreement.

## **PART II. GENERAL LICENSE PROVISIONS**

1. **General Grant.** Subject to the terms and conditions hereinafter set forth, RCTC hereby grants a revocable, non-exclusive license to Licensee on the Licensed Property for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the Licensed Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, **"Licensee's Parties"**), may, subject to the provisions hereof, have rights for access and entry onto the Licensed Property and adjoining real property of RCTC as necessary or convenient for the use of the Facility. The Licensed Property, adjoining real property of RCTC and personal property of RCTC located thereon shall hereinafter collectively be referred to as **"RCTC Property"**.

2. **Term.** The term ("**Term**") of this Agreement shall commence on the "**Commencement Date**" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4 of the Basic License Provisions, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4 of the Basic License Provisions until terminated as provided herein. If Item 4 of the Basic License Provisions provides for a specific term, then this Agreement shall be a license for the term specified in said Item 4; provided, however, that RCTC shall have the absolute right to terminate this Agreement prior to the date specified in Item 4 in its sole discretion pursuant to the termination provisions provided herein.

3. **Use.** Licensee shall use the Licensed Property and Facility solely for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the Licensed Property, the Facility, or the commodity or product being conveyed through the Facility, if any, without RCTC's prior written approval.

3.1 **Notice Prior to Initial Entry.** Licensee shall provide RCTC no less than three (3) days prior written notice before Licensee's initial entry onto the Licensed Property for the purposes hereunder..

4. **Condition of Premises.** LICENSEE ACCEPTS THE LICENSED PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE IS ENTERING THE LICENSED PROPERTY UNDER THIS AGREEMENT BASED ON LICENSEE'S OWN INVESTIGATIONS AND KNOWLEDGE OF THE PROPERTY AND THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS AGREEMENT, NEITHER LICENSOR NOR ANY AGENT OF LICENSOR, HAS MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE PHYSICAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE OR USE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE APPLICABILITY OR NON-APPLICABILITY OF ANY LAWS, THE SOIL OR SUBSOIL, SURFACE OR SUBSURFACE CONDITIONS, TOPOGRAPHY, POSSIBLE

HAZARDOUS SUBSTANCES CONTAMINATION, FILL, DRAINAGE, ACCESS TO PUBLIC ROADS, AVAILABILITY OF UTILITIES, EXISTENCE OF UNDERGROUND STORAGE TANKS, APPLICABILITY OF OR COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY OTHER MATTER OF ANY NATURE WHATSOEVER. THE LICENSOR IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS BY THEFT OF LICENSEE'S PROPERTY LOCATED IN OR ON THE PROPERTY.

5. Termination of License.

A. Notwithstanding any other term or provision of this Agreement, RCTC shall have the right to terminate this Agreement and shall have no obligation to reimburse Licensee for the Facility or any other improvements to the Licensed Property, under any of the following circumstances:

i In the event that RCTC determines in its sole discretion that it requires the Licensed Property for its own uses, which determination shall be made by the Executive Director or his or her designee and shall not require proof of or satisfaction of any legal standard of necessity. Should RCTC exercise this option, RCTC may terminate this Agreement by providing thirty (30) days written notice to Licensee of the intent to terminate this Agreement.

ii RCTC may terminate this Agreement at any time for cause, for a breach by Licensee of any covenant or term of this Agreement, or a default by Licensee of any term or provision of this Agreement, which acts of Licensee shall include but not be limited to: (i) The failure by Licensee to pay any amount in full when it is due under this Agreement; or (ii) The failure by Licensee to perform any obligation under this Agreement. Notification of such termination shall be in writing. RCTC's right to terminate under this section expressly includes the right to terminate this Agreement if RCTC determines, in its sole discretion, that the presence of the Facility, or either portion thereof, on the Licensed Property is having a detrimental effect on the use or operation of the Station.

B. Licensee may terminate this Agreement at any time for its convenience by providing written notice to Lessor sixty (60) days prior to the date of termination.

6. Hazardous Materials Use and Related Indemnity.

A. Use. Licensee shall operate and maintain the Licensed Property in compliance with all, and shall not cause or permit the Licensed Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the Licensed Property (collectively, "**Environmental Laws**" and, individually, an "**Environmental Law**"). Except for Hazardous Materials expressly approved by RCTC in writing as shown on Exhibit "B", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, handled, treated or disposed of on or about the RCTC Property. Any Hazardous Materials on or about the RCTC Property shall be stored, used, generated,

handled, treated or disposed of in accordance with all applicable Environmental Laws. As used herein, "**Hazardous Materials**" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

7. Fees. No fees are applicable to this Agreement.

8. Permits. Without limiting the generality of any other provision hereunder, Licensee, at its sole cost and expense, shall obtain and shall comply with any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this Agreement.

9. Maintenance, Operation and Repair. Licensee shall, at its own cost and subject to the approval of RCTC's Executive Director or his or her designee, maintain the Facility and Licensed Property, at all times, in good, clean condition and repair. Licensee shall operate the Facility in a good and safe manner, including providing for safety and security of the Facility, and persons utilizing the Facility. Licensee shall maintain the Facility and the Licensed Property so that they will not at any time be a source of danger to or interference with the RCTC Property, or the safe and convenient operation and use of the Station or any other activities on the RCTC Property.

A. Any repair and maintenance work shall be done to the Standards (defined below).

B. Licensee shall provide RCTC no less than thirty (30) days written notice and shall acquire all necessary approvals from RCTC prior to Licensee's commencement of any such repair or maintenance work. Notwithstanding the foregoing, in the case of an emergency which poses an immediate threat to life or safety, Licensee shall provide notice of repair or maintenance work at the earliest time possible.

C. Prior notice shall not be required for activities related to providing routine, day-to-day operation, security, cleaning, waste and graffiti removal and other similar maintenance and operation of the Facility. Licensee shall provide RCTC a plan and schedules for such routine activities, shall provide names of any Licensee consultants or contractors performing the work, and shall notify Station security prior to commencement of any such work.

C. If, at any time, Licensee shall, in the judgment of RCTC, fail to perform properly its obligations under this Section, or under Section 10 below, RCTC may, at its option, perform such work itself as it deems necessary for the safe operation and use of the Station and any other uses on the RCTC Property. In such event, Licensee agrees to pay, within fifteen (15) days after a bill is rendered therefor, the cost so incurred by RCTC. However, failure on the part of RCTC to perform the obligations of Licensee shall not release Licensee from liability hereunder for any loss or damage occasioned thereby.

D. Licensee shall include notice on both the bicycle share station and on the bicycle shelter, in a form clearly visible to and identifiable by the public, that Licensee is

responsible for the facility, and contact information for Licensee. Such notice shall include an express disclaimer of any responsibility or liability on the part of RCTC for either portion of the Facility. If RCTC is contacted regarding a claim related to the Facility, RCTC shall direct such claimant to the contact identified on the Facility.

E. RCTC shall provide Licensee access to electrical utility service at no cost to Licensee. Licensee shall be responsible for proper connection to the utility service, and for proper utility use and operation. RCTC shall have no liability whatsoever to Licensee or Licensee's Parties for any access to or use of electrical utility service at the Station, or for the Facility.

10. Standards. Licensee shall comply with all applicable statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby including without limitation, the United States Department of Transportation, the California Public Utilities Commission and the Southern California Regional Rail Authority (hereinafter collectively referred to as "Agency"), relating to Licensee's use of the Licensed Property hereunder. In its use of the Licensed Property, Licensee shall at all times be in full compliance with all Standards, present or future, set by any Agency, including, but not limited to, Standards concerning air quality, water quality, noise, and Hazardous Materials.

11. Tests and Inspections. RCTC shall have the right at any time to inspect the Licensed Property and the Facility so as to monitor compliance with this Agreement. If, in RCTC's sole judgment, any installation on, or use or condition of the Licensed Property may have an adverse effect on the RCTC Property (whether or not owned by RCTC) or RCTC's operations, RCTC shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Licensed Property and the Facility, as it determines to be necessary or useful to evaluate the condition of the Licensed Property and the Facility. Licensee shall cooperate with RCTC in any tests or inspections deemed necessary by RCTC.

12. Construction and Installation.

A. The Facility shall be installed and constructed at the Licensee's sole cost in accordance with the design plans, which are attached hereto as **Exhibit "C"**. Any deviation from the plans shall be approved in writing by RCTC's Executive Director or his or her designee. In addition, Licensee shall submit for review and approval a construction plan for construction of the Facility, and Licensee shall complete the work in accordance with the approved construction plan. The construction plan shall include the Licensee's contractor's contact information, and any other information requested by RCTC. Licensee shall not use any portion of the RCTC Property as a lay down or storage area for construction materials.

B. Construction, installation and maintenance of the Facility shall be accomplished in such a manner so that it will not interfere with or be a source of danger to the RCTC Property, or the safe operation and use of the Station or other activities on the RCTC Property. Any construction, installation or maintenance of the Facility which will interfere with use of the Station or other uses on the RCTC Property shall be approved in

advance by RCTC. RCTC may require that RCTC's representative be present during some or all of the construction, installation or maintenance of the Facility. If RCTC's representative determines that the construction, installation or maintenance of the Facility is not being accomplished in accordance with this Agreement, he or she may, but shall not be required to, halt the work. Notwithstanding the presence of the RCTC's representative, Licensee shall, at all times, retain full liability and responsibility for all aspects of the construction, installation or maintenance of the Facility.

C. Licensee shall provide RCTC with "As Builts" within twenty (20) days of completion of the Facility, if necessary.

13. Underground Storage Tanks. Licensee shall not install or use any underground storage tanks on the Licensed Property.

14. Insurance. Licensee, at its sole cost and expense, shall obtain and maintain, and require its contractors and subcontractors to obtain and maintain, in full force and effect insurance as required by RCTC in the amounts and coverage specified and issued by insurance companies as described on Exhibit "D". RCTC reserves the right, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the work to be performed on the Facility. Prior to (i) entering the Licensed Property or (ii) performing any work or maintenance on the Facility, Licensee shall furnish RCTC with the insurance endorsements and certificates in the form and amounts specified in Exhibit "D", evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. Licensee may meet the insurance requirements specified in Exhibit "D" through a program of self-insurance. RCTC may revoke the right to self-insure with respect to any coverage required to be maintained hereunder in its reasonable discretion. RCTC shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

15. Subordinate Rights. This Agreement is subject and subordinate to the prior and future rights and obligations of RCTC, its successors and assigns, to use its property in the exercise of its powers and in the performance of its duties, including those as a County Transportation Commission and a member of the Southern California Regional Rail Authority. Accordingly, there is reserved and retained unto RCTC, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future facilities and appurtenances and existing and future transportation, communication, pipeline facility and other facilities and appurtenances in, upon, over, under, across and along the Licensed Property, and in connection therewith, the right to grant and convey to others, rights and interests to the Licensed Property in, on and around the Licensed Property. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title (hereinafter referred to as "**Title Exceptions**") which may affect the Licensed Property now or hereafter, and the words "**grant**" or "**convey**" as used herein shall not be construed as a covenant against the existence of any such Title Exceptions. If applicable, this Agreement is also subordinate to the Shared Use Agreement executed between the RCTC and Santa Fe dated as of October 30, 1992 and any subsequent amendments thereto.

16. Indemnity. Licensee shall at all times indemnify and save harmless RCTC and its subsidiaries, officials, officers, employees, agents, contractors, successors and assigns (the “Indemnitees”) against and pay in full all losses, damages, or expenses that the Indemnitees may sustain, incur or become liable for, resulting in any manner from the installation, construction, operation, maintenance, repair, reconstruction, alteration, removal, condition, use or presence of the Facility or the use and maintenance of the Licensed Property by the Licensee, Licensee’s Parties or any person or entity claiming, using or occupying the Licensed Property by, under or through Licensee, or anyone directly or indirectly employed by or for whose acts Licensee is liable, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics’ or other liens of any character, (d) taxes or assessments of any kind, or (e) interference with the use of the Station. It is the intention of the Parties that RCTC’s right to indemnity hereunder shall be valid and enforceable against Licensee regardless of negligence (whether active or passive) on the part of the Indemnitees, unless such injury is a result of the sole negligence of RCTC.

17. Assumption of Risk and Waiver. To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility or appurtenances, if any, the RCTC Property and any other property of, or under the control or custody of, Licensee, which is on or near the Facility and the Station. Licensee’s assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Licensed Property, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from RCTC’s transit operations on or near the Licensed Property, if applicable. The term “RCTC” as used in this Section shall include: (i) any transit or rail-related company operating upon or over RCTC’s tracks or other property, and (ii) any other persons or companies employed, retained or engaged by RCTC. Licensee, on behalf of itself and its Personnel, as a material part of the consideration for this Agreement, hereby waives all claims and demands against RCTC for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives, for itself and its Personnel, the benefit of California Civil Code Section 1542, which provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

The provisions of this Section and of Sections 6.B, 16 and 18 shall survive the termination of this Agreement. As used in this Section, “Personnel” means the Licensee, or its officers, directors, affiliates, or anyone directly or indirectly employed by Licensee or for whose acts Licensee is liable.

18. Defense. Upon written notice from RCTC, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the Indemnitees by any public body, individual, partnership, corporation, or other legal entity, relating to any



matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or to indemnify or save and hold harmless the Indemnitees. Licensee shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

19. Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

20. Successors and Assigns. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the RCTC and Licensee to the same extent and effect as the same are binding upon and insure to the benefit of the Parties hereto.

21. Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the termination or cessation of this Agreement in any manner shall survive the termination of this Agreement, including without limitation, all payment obligations with respect to fees and all obligations concerning the condition of the Facility and the RCTC Property.

22. Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of RCTC, which may be withheld in RCTC's sole and absolute discretion. Any attempted act in violation of this Section shall be void and without effect and give RCTC the right to immediately terminate this Agreement.

23. Waiver of Covenants or Conditions. The waiver by RCTC of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24. Amendment. This Agreement may be amended at any time by the written agreement of RCTC and Licensee. All amendments to this Agreement shall be binding upon the Parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the Parties hereto.

25. Revocation. If, at any time, Licensee shall fail or refuse to comply with or carry out any of the covenants herein contained, RCTC may, at its election, immediately revoke and terminate this Agreement unless a longer notice period is specifically provided for elsewhere in this Agreement.

26. Abandonment. Should Licensee at anytime abandon the Facility or the Licensed Property, or any part thereof, or fail at any time for a continuous period of six (6) months to use the same for the purposes contemplated by this Agreement, then RCTC may terminate this Agreement to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, RCTC shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement or any license granted herein. Licensee may abandon the Facility, or any portion thereof, in place subject to the RCTC's prior written approval if RCTC determines in its sole and absolute discretion that the abandoned Facility does not conflict with an existing or proposed project or RCTC's use of the RCTC Property. Should Licensee abandon the Facility, or any portion thereof, Licensee shall provide RCTC with any documentation RCTC deems necessary for said abandonment, which may include, but not be limited to, a certificate of abandonment. RCTC shall have no obligation to permit the Facility to be abandoned in place or relocated to any other location on the RCTC Property.

27. Eviction, Abandonment or Sale. In the case of the eviction of Licensee by anyone owning or obtaining title to the premises on which the Facility is located, or the sale or abandonment by RCTC of said premises, RCTC shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to RCTC hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

28. Condemnation. In the event all or any portion of the Licensed Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other commission or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to RCTC.

29. Revocable Licenses and Termination. Licensee agrees that notwithstanding the improvements made by Licensee to the Licensed Property or the installation of the Facility, or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable and may be terminated by RCTC in accordance with the terms of this Agreement.

30. Restoration of RCTC's Property, Claims for Costs. Upon the termination, revocation or cessation of this Agreement in any manner provided in this Agreement, Licensee, upon demand of RCTC and at Licensee's own cost and expense, shall abandon the use of the Facility and remove it and restore the Licensed Property and Station to the same condition in which they were prior to the placing of the Facility thereunder, reasonable wear and tear excepted. In no event shall Licensee have any claim against RCTC for any of the costs of constructing, maintaining or removing the Facility. In case Licensee shall fail to restore Licensed Property as aforesaid within ten (10) days after the effective date of termination, RCTC may proceed with such work at the expense of Licensee or may assume title and ownership of the Facility and any other property of Licensee located on the Licensed Property. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events

happening prior to the date the Facility is removed and the Licensed Property restored as above provided.

31. Notice. Any notice hereunder to be given by RCTC to Licensee shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to such party at its address set forth in the Basic License Provisions. Either RCTC or Licensee may change its address for the receipt of notice by giving written notice thereof to the other party of such change. Notices shall be effective on the date delivered to custody of the U.S. Postal Service.

32. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to RCTC which is not paid when due shall bear interest, from the date due, at the rate of ten percent (10%) per annum. Such interest will be due RCTC as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

33. Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Licensed Property and the Facility are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

34. Taxes. Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the Licensed Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

35. Liens. Licensee will fully and promptly pay for all materials whether or not joined or affixed to the Facility or the Licensed Property, and fully and promptly pay all persons who perform labor whether or not upon said Facility or the Licensed Property. Licensee shall not suffer or permit to be filed or enforced against the RCTC Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorneys' fees incurred by RCTC with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend RCTC from all obligations and claims made against RCTC for and with respect to the above described work, including attorneys' fees. Licensee shall furnish evidence of payment upon request of RCTC. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to RCTC in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, RCTC shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse RCTC for

the cost of such discharge within ten (10) business days after billing. RCTC reserves the right at any time to post and maintain on the RCTC Property such notices as may be necessary to protect RCTC against liability for all such liens and claims. The provisions of this Section shall survive the termination of this Agreement.

36. Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at RCTC's sole discretion, the relocation of the Facility and the license granted by this Agreement.

37. Waiver of Relocation Rights. LICENSEE HEREBY WAIVES ANY RIGHT TO RELOCATION ASSISTANCE, MOVING EXPENSES, GOODWILL OR OTHER PAYMENTS TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED, BUT FOR THIS WAIVER AND RCTC'S EXPRESS RIGHT OF TERMINATION, UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, 42 UNITED STATE CODE SECTION 4601 ET SEQ. AND/OR THE CALIFORNIA RELOCATION ASSISTANCE LAW, AS AMENDED, GOVERNMENT CODE SECTION 7260 ET SEQ.

38. Non-Exclusive License. The license granted by this Agreement is not exclusive and RCTC specifically reserves the right to grant other licenses within the vicinity of the Facility.

39. Counterparts; Facsimile Signatures. This Right of Entry may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

40. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

41. Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

42. Time of Essence. Time is of the essence in this Agreement.

43. No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Licensed Property or Facility is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

44. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the RCTC and Licensee with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

45. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO  
LICENSE AGREEMENT NO. 19-24-114-00**

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate the day and year first above written.

**RIVERSIDE COUNTY TRANSPORTATION  
COMMISSION**

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

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

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside County  
Transportation Commission

By: \_\_\_\_\_  
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: \_\_\_\_\_  
Chief Financial Officer/ City Treasurer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

## **EXHIBIT "A"**

### **DESCRIPTION OF LICENSED PROPERTY**

That portion of the Downtown Riverside Metrolink Station as shown on the attached map (the Licensed Property is identified as "Site Location" and is outlined in red), and as further described and depicted in the plans attached as part of Exhibit "C".

**[attached behind this page]**



VINE STREET METROLINK STATION CONCRETE PAD FOR BIKE HUT AND BIKE SHARE

N.T.S.

EXHIBIT-A



## **EXHIBIT "B"**

### **HAZARDOUS MATERIALS ALLOWANCES**

The Parties acknowledge and agree that RCTC is not providing an exception for any Hazardous Material. As such, Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, handled, transported, treated or disposed of on or about the RCTC Property.

## **EXHIBIT "C"**

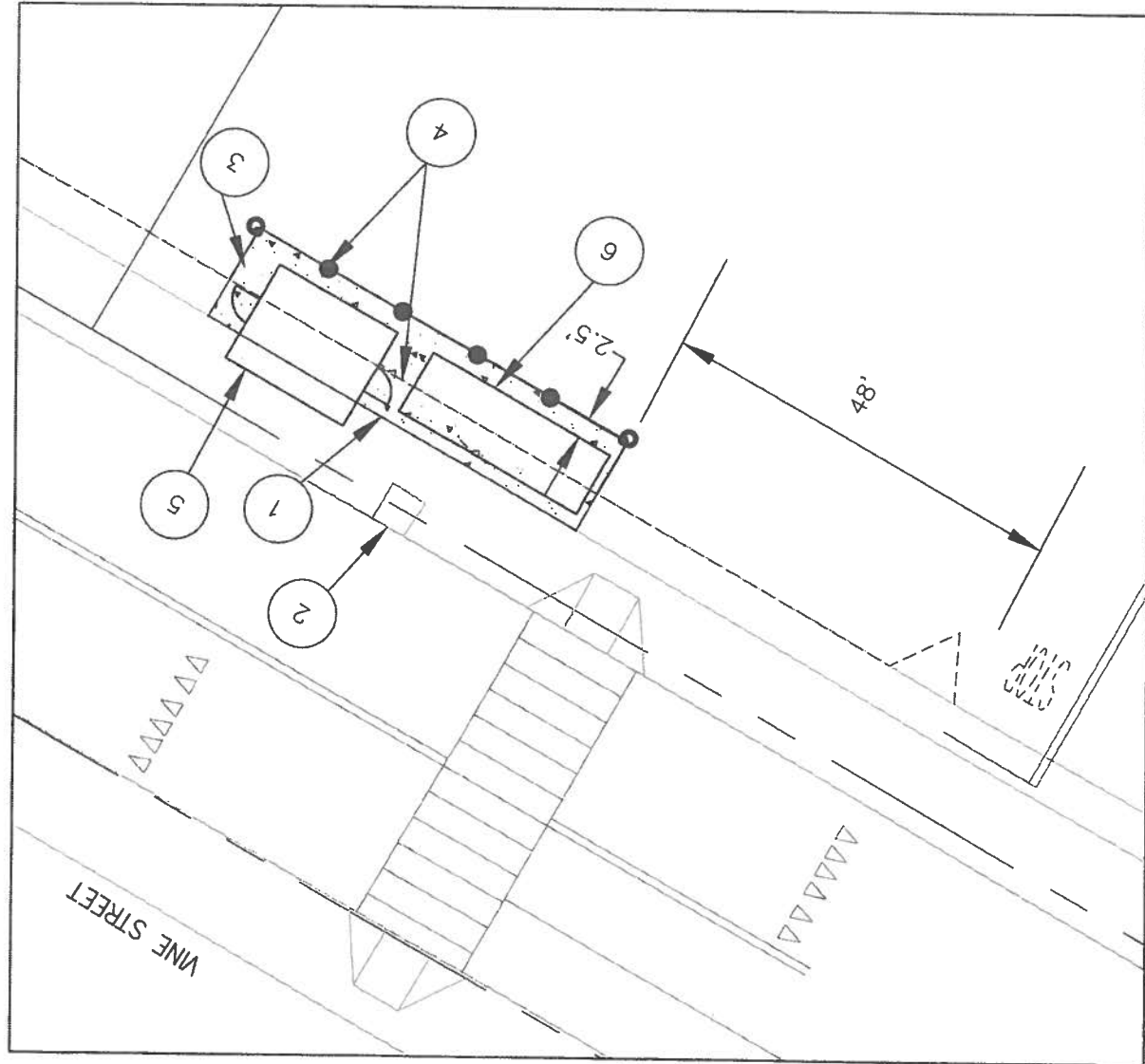
### **DESIGN PLANS**

The bicycle share station shall be placed in a prominent location on a concrete pad to attract users and maximize convenience, as further shown on the attached plans.

The bicycle shelter shall be Acire Inc. Arched Dome Roof Bike Hut (BH202-24) model manufactured by Tolar Manufacturing or City approved equal. The bike hut shall be of dimensions 16'-0" in length by 12'-9" in width and provide 24 (twenty-four) metal sliding bike stalls. The bicycle shelter shall have glass panels, 3M anti-etch protective film on glass, internal LED lighting, two advertising panels with LED lighting, to be entirely solar powered, and include electronic secure access control system with wireless communications. The bicycle shelter and all related equipment and parts shall be new, and in good condition.

The bicycle shelter shall be installed at the location identified on the attached map.

**[Plans/Maps attached behind this page]**



# NOTES:

1. CONSTRUCT NEW 12' X 50' CONCRETE PAD WITH 6" MINIMUM DEPTH TO MATCH EXISTING CONCRETE SIDEWALK ELEVATION.
2. REMOVE BUSH AND FILL SECTION TO MATCH EXISTING CONCRETE SIDEWALK ELEVATION.
3. REMOVE VEGETATION AND GRADE AS NECESSARY TO PROVIDE BASE FOR NEW CONCRETE PAD. RELOCATE EXISTING IRRIGATION.
4. REMOVE AND RELOCATE APPROX. 65' OF EXISTING FENCE PER PLAN TO GO UP TO PARKING CURB.
5. PROPOSED BIKE SHELTER/HUT LOCATION (18' X 12'-8")
6. PROPOSED BIKE SHARE STATION (24' X 8')



SCALE 1" = 20'

VINE STREET METROLINK STATION CONCRETE PAD FOR BIKE HUT AND BIKE SHARE

SCALE 1" = 20'

EXHIBIT-C

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Licensee shall obtain, and shall require any consultant or contractor entering the Licensed Property on its behalf to obtain insurance of the types and in the amounts described below and satisfactory to the RCTC.

A. Commercial General Liability Insurance. Licensee shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than **\$2,000,000** per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include coverage for, but not be limited to: (i) bodily injury and property damage; (ii) personal injury and advertising injury; (iii) fire legal liability; and (iv) products and completed operations. Such insurance policy or policy endorsement shall:

1. Include the RCTC, its officials, officers, employees, agents, and consultants as additional insureds with respect to the Licensed Property and Licensee's installation, construction, operation, maintenance, repair, reconstruction, alteration, removal or any other work that Licensee undertakes with respect to the Facility;

2. Not contain special limitations on the scope of coverage or the protection afforded to RCTC, its officials, officers, employees, agents and consultants as additional insureds;

3. Be primary with respect to any insurance or self-insurance programs covering RCTC, its officials, officers, employees, agents and consultants; and

4. Contain standard separation of insured provisions.

5. Contain a waiver of subrogation that waives any right the insurer has against RCTC for any claims or suits.

6. Not include any restrictions related to indemnity for work performed within fifty (50) feet of RCTC's railroad right-of-way/tracks.

B. Automobile Liability. Licensee shall acquire and maintain during the period of the Project, automobile liability with a combined single limit of one million dollars (\$1,000,000).

C. Workers' Compensation Insurance. Licensee shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than **\$1,000,000** each accident.

D. Certificates of Insurance. Licensee shall, prior to (i) entering the Licensed Property or (ii) performing any installation, construction, operation, maintenance, repair, reconstruction, alteration, removal or any other work that Licensee undertakes with respect to the Facility, furnish RCTC with properly executed certificates of insurance and, if requested by RCTC, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to RCTC. RCTC shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

E. Coverage Maintenance. Licensee shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Agreement and shall not allow any lapse in coverage. Further, Licensee shall maintain such insurance from the execution of this Agreement until the Facility is removed and the Licensed Property fully restored, except as otherwise provided in this Agreement.

F. Licensed Insurer. Licensee shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California.