

**LICENSE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD GUN CLUB**

This License Agreement (“License”) entered into this ____ day of _____, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LICENSEE,” and Redwood Gun Club, a California nonprofit corporation, hereinafter referred to as LICENSOR,” is made upon the following considerations:

WHEREAS, the LICENSOR uses their shooting range property located off Young Lane in Manila, Humboldt County, California, as identified as Exhibit A hereto (the “Range”) on which the LICENSOR desires to provide pistol, rifle, and shotgun courses to the Humboldt County Sheriff’s Office (the “Activities”); and

WHEREAS, the LICENSEE desires to use LICENSOR’s property with nonexclusive access as shown on Exhibit A and subject to the terms and conditions of this License; and

WHEREAS, the undersigned representative of the LICENSEE is authorized to enter into this License binding the LICENSEE to allow the Range and the Access Road Access Area (together the “Premises”) subject to the terms and conditions of this License; and

WHEREAS, the LICENSOR is willing to grant LICENSEE the non-exclusive privilege to use the Premises for the Activities in accordance with the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. PREMISES:

Subject to the terms and conditions of this License, LICENSOR hereby grants to LICENSEE, and LICENSEE grants from LICENSOR, the premises located on Young Lane, Manila, California, APN 506-181-007, as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full.

The LICENSEE shall enter the Premises under this License solely by way of the existing road (Young Lane). The LICENSEE shall use care at all times while using the Premises under this License and shall:

- a. Keep all gates locked when the LICENSEE is entering and exiting the Premises.
- b. Keep the access road to Redwood Gun Club and the gateway entering the Premises clear while the LICENSEE is using the Premises.
- c. Maintain the Premises in an orderly, clean, and sanitary manner free of all trash, litter and debris at all times, including reasonable cleanup and removal of debris and ammunition casings following Premises use.
- d. The LICENSEE shall limit the number of active shooters to what the LICENSOR determines can be properly trained and supervised.

2. USE OF PREMISES:

- A. Intended Use. LICENSOR hereby grants to the LICENSEE a non-exclusive, revocable right to use the Premises for the limited purposes stated herein, and the LICENSEE hereby accepts the same, subject to the terms and conditions of this License.
- i. The LICENSEE may use the Range solely for a pistol, rifle, and shotgun classes as related to the specified use activities Exhibit B – Authorized Use, which is attached hereto and incorporated herein by reference as if set forth in full.
 - ii. If LICENSEE does not have a current qualified Range Safety Officer for the section of the range that is being used, LICENSOR will provide one at the rate of \$100 per instructor per day.
 - iii. Projectiles fired will be confined to the licensed Range area and discharged into specified berms or traps designed to capture and contain the fired projectiles. Excluding the projectiles fired into permanent berms, all materials that are a part of the LICENSEE use of the Range will be cleaned up (removed) immediately following the event.
 - iv. Heavy artillery, Canons and fireworks are specifically excluded and prohibited from use on the Range.
 - v. The LICENSEE shall have use of storage space located in the Conex area of the Premises, approximately ten (10) feet wide by two (2) feet deep, to store range/training equipment, including but not limited to, target stands, target backers and targets. The storage of firearms and ammunition in Conex storage is strictly prohibited.
- B. Unusable due to Destruction. In the event the licensed premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, LICENSEE reserves the right to terminate this License upon written notice within seven (7) days following the date of loss. In the event that the Licensed premises is destroyed in whole or in part by fire or other casualty, LICENSOR shall have the option to rebuild or to terminate this License. Such option shall be exercised by LICENSOR by providing written notice to LICENSEE within seven (7) days following the date of loss. LICENSOR's option to rebuild shall not affect LICENSEE's right to terminate this License as set forth herein.
- C. Unusable due to Illegality or Condemnation. If it becomes unlawful for LICENSEE to conduct its intended operations on the premises, or if a portion of the premises thereto is condemned by a public authority to the extent that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises to the extent that the premises becomes impossible to use, LICENSEE shall have the right at any time thereafter to terminate this License by giving LICENSOR seven (7) days advance written notice of such termination.
- D. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of LICENSOR and LICENSEE, LICENSEE may terminate this License upon seven (7) days written notice to LICENSOR. The remedies set forth herein

are in addition to, and do not in any manner limit, any other remedies available to LICENSEE.

- E. Non-Exclusivity. The LICENSEE understands other parties may use the Premises. When scheduling classes with LICENSOR, scheduling shall be conducted on a first come, first served basis.

3. RESERVATIONS, CONFINEMENT OF ACTIVITIES AND NON-INTERFERENCE:

- A. It is acknowledged that LICENSOR is the owner of the Premises and the properties surrounding the Premises.
- B. LICENSEE agrees to use only the Premises, confining all activity thereto, including vehicular parking.
- C. LICENSOR reserves the right to enter and inspect the Premises.
- D. LICENSEE agrees that LICENSEE's ability to use the Premises is contingent upon the suitability of the Premises for LICENSEE's Activities and LICENSOR's ability to obtain all necessary governmental approvals, if any.
- E. By acceptance of this License, LICENSEE agrees that it will not object to any lawfully conducted management activities and/or development of property carried out by LICENSOR or its agents, other licensees, contractors, successors, or assigns.
- F. LICENSEE shall not construct any new structures or install any new septic or utilities or attach utilities to trees on the Premises.
- G. LICENSOR will not be responsible for individual members' interference with, interruption of, or failure to perform LICENSEE's Activities while LICENSEE is using the Premises.
- H. LICENSOR reserves the right to cross, recross, and use the Access Area and other roads appropriate to or located on the Premises at any time.

4. TERM OF LICENSE:

- A. Initial Term. This License shall begin upon execution by both parties hereto and shall remain in full force for one (1) year, beginning on July 1, 2026, and terminating on June 30, 2027, or the expiration or termination by either party.

5. RENT:

- A. Monthly Rental Rates. In consideration for the license to use the Premises, the LICENSEE agrees to pay Redwood Gun Club the sum of Two Hundred Dollars (\$200.00) for utilizing the Premises for each day of use. For a total of fifteen (15) classes for the year, LICENSEE agrees to pay a total use fee of Three Thousand Dollars (\$3,000.00) for the year. The monthly fee for use of the Conex storage box will be Twenty Dollars (\$20.00) per month. LICENSEE hereby agrees to pay a total use fee of Three Thousand Two Hundred Forty Dollars (\$3,240.00) for the year as well as reimbursement for the Business License and any damage to property in regard to target backers, stands, steel, etc. Any classes conducted beyond fifteen (15) days will be charged a fee of Two Hundred Dollars (\$200.00) per additional class. The Two Hundred Dollars (\$200.00) a day minimum use fee may be

waived by LICENSOR, when agreed to, in writing, in advance with the LICENSEE. Said sum shall be paid to LICENSOR no later than thirty (30) days after such use.

- B. Payment. Payment shall be made at the following address or such other place as LICENSOR may designate in writing to LICENSEE:

LICENSOR: Redwood Gun Club
Attention: Alan Richmond, Treasurer
P.O. Box 584
Arcata, California 95518-0584

6. TERMINATION:

- A. Termination for Cause. LICENSEE may, in its sole discretion, immediately terminate this License, if LICENSOR fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. LICENSEE may terminate this License without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insolvency. LICENSEE may immediately terminate this License, if LICENSOR files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- D. Termination due to Insufficient Funding. LICENSEE's obligations under this License are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, LICENSEE shall, at its sole discretion, determine whether this License shall be terminated. LICENSEE shall provide LICENSOR with seven (7) days' advance written notice of its intent to terminate this License due to insufficient funding.
- E. Termination due to Misrepresentation. LICENSEE may immediately terminate this License, if LICENSOR intentionally provides LICENSEE with false or misleading information or misrepresents any material fact on its application or statement to or before LICENSEE, or intentionally fails to make full disclosure on its financial statement or other documents.
- F. Surrender of Premises. Upon termination of this License, LICENSEE shall surrender the premises to LICENSOR in good condition and repair, except for normal wear and tear. LICENSEE shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged because of fire, earthquake, the elements or other casualty.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. Construction Requirements. LICENSOR hereby covenants and warrants that the premises have been constructed, and any remodeling done, in accordance with any and all local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.
- B. Licensure, Certification and Accreditation Requirements. LICENSOR hereby agrees to

comply with any and all applicable licensure, certification and accreditation standards or criteria established by any local, state or federal governmental agency.

- C. Life Safety and Fire Protection Requirements. LICENSOR shall supply, install and maintain life, safety and fire protection systems, including, without limitation, fire extinguishers, fire alarms and other fire protection and suppression devices, in compliance with any and all applicable local, state and federal buildings and fire codes.
- D. Smoking Requirements. LICENSOR hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, leased, licensed or otherwise controlled by LICENSEE.
- E. LICENSEE agrees to comply with all applicable governmental laws, rules, statutes, regulations, and permits relating to LICENSEE's activities, and to do so at LICENSEE's cost. LICENSEE's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory permits held by Redwood Gun Club and applicable to the Premises, including, without limitation, incidental take permits held by Redwood Gun Club of which Redwood Gun Club provides advanced notice to LICENSEE.
- F. LICENSOR reserves the right to require LICENSEE to take affirmative steps to review and comply with permits noticed by LICENSOR and to promptly comply when LICENSOR requests specific action on a requirement applicable to LICENSEE's use of the Premises.
- G. LICENSEE shall promptly report to Redwood Gun Club any violations of any laws, regulations, or permits relating to the Activities of which LICENSEE has knowledge and shall promptly send to the LICENSOR a copy of any notice of violation received by LICENSEE that relates to the Activities. A copy of all citations or other written documents LICENSEE receives from any agency shall accompany the notice of violation. LICENSEE shall provide Redwood Gun Club with copies of all correspondence to and from government agencies relating to any permits or regulations affecting (or claimed by any persons to affect) operations under this License. LICENSEE shall promptly notify Redwood Gun Club of any litigation or agency enforcement action arising in connection with this License, including environmental actions, tax disputes, and bankruptcy proceedings of LICENSEE or its contractors.

8. MAINTENANCE AND ADDITIONAL CONDITIONS USE:

- A. LICENSEE shall take reasonable care to prevent wildfires from igniting on or spreading from the Premises. If a wildfire should occur on or near the Premises, while LICENSEE is present and using the property for classes/activities or in otherwise official capacity consistent with this License, LICENSEE shall immediately notify Redwood Gun Club and appropriate government agencies and shall make its on-site equipment available to help suppress or contain the fire. LICENSEE shall comply with all fire prevention and suppression measures that LICENSOR may specify from time to time relating to LICENSEE's use of the Premises. LICENSEE shall comply with all applicable state fire safety standards including requirements (if any) to maintain special equipment in vehicles. LICENSEE shall reimburse Redwood Gun Club for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by operations of LICENSEE, its contractors or personnel, at the Premises.

- B. In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Redwood Gun Club's operations, LICENSOR shall notify LICENSEE's representative, and LICENSEE shall immediately suspend use of the Premises or take steps to remedy the situation as LICENSOR may direct.
- C. LICENSEE agrees to cease using vehicles on Redwood Gun Club's roads, when weather conditions make driving hazardous or may have a detrimental impact to the environment including, but not limited to, the occurrence of rain in sufficient quantity and duration that driving would result in rutting and deformation of the road surface, degradation of water bars, or tracking of mud onto public roadways.
- D. LICENSEE agrees to repair any damage caused to drainage or erosion control structures by using LICENSEE vehicles on any road immediately following damage. Exceptions need prior written approval of LICENSOR.
- E. LICENSEE shall obey all posted traffic and speed regulations on Redwood Gun Club's roads.
- F. If any portion of the Range requires access through a locked gate owned or maintained by Redwood Gun Club, Redwood Gun Club shall issue copies of key(s) needed to open gates for the access provided herein. LICENSEE shall not copy the key(s) provided by LICENSOR unless permitted to do so in writing by LICENSOR. LICENSEE shall return any key(s) that has been issued in the event of termination of this License. LICENSEE shall keep road gates closed and locked unless otherwise instructed by the Redwood Gun Club Executive Board.
- G. LICENSEE shall repair all damage to and deterioration of Redwood Gun Club's roads in the Access Area when such damage or deterioration is caused by LICENSEE's use of access rights granted herein.
- H. LICENSEE shall obtain prior written permission from LICENSOR's authorized representative before gating, obstructing, or storing equipment on the Access Area, and before causing or allowing any dirt, mud or other materials to be placed on or graded over any roads owned by Redwood Gun Club. LICENSEE shall at no time be allowed to, or allow others to, dump or deposit any waste, debris, fill, soil, or other material from outside the Premises upon any portion of the Premises.
- I. LICENSEE shall not construct any roads on the Premises.

9. INDEMNIFICATION:

The LICENSEE agrees to protect, indemnify and hold Redwood Gun Club, and its agents harmless from any and all claims, damages, losses, liabilities, suits, actions, causes of action or expenses of any nature whatsoever, whether for damage to property, injury to persons or otherwise, connected with, caused by or in any way arising out of the LICENSEE's use or occupancy of the Premises or by virtue of non-performance or performance by the LICENSEE of the terms and conditions of this License.

In the event of any default in the performance of any agreement and/or condition herein contained, this License, at the LICENSOR's option, may be considered as immediately terminated and canceled, and no further rights of the LICENSEE hereunder shall exist, upon the service of notice in writing thereof to the LICENSEE. Notwithstanding any provision to the contrary contained in this

License, the indemnity contained in this paragraph shall survive the expiration or earlier termination of this License.

10. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. During the term of this License, LICENSEE, at its expense, shall procure insurance with companies satisfactory to LICENSOR covering LICENSEE against risks and with minimum limits as indicated below:
1. Workers Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease, if applicable.
 2. Comprehensive or Commercial General Liability Insurance in an amount of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, including, without limitation, bodily Injury and property damage, contractual liability and product, completed operation and cross liability coverage.
 3. Commercial Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, including bodily injury and property damage coverage, for all owned, hired or non-owned vehicles.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions.
1. The above-referenced policies shall name LICENSOR as an additional insured on a primary basis for the duration of the License term. The additional insured endorsement must be ISO CG20 10 10 01 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.
 2. The above-referenced policies shall ensure that LICENSOR be given thirty (30) days' written notice prior to cancellation of the policy.
 3. All liability coverages must be on an "occurrence" basis as opposed to a "claims made" basis.
 4. All insurance shall be in a form sufficient to protect LICENSEE and LICENSOR against the claims of third persons, and to cover claims by LICENSOR against the LICENSEE for which LICENSEE has assumed liability under this License.
 5. LICENSEE hereby waives any subrogation claim against LICENSOR by its insurers under the above-referenced policies, for damages arising from any peril insured against under such policies. If necessary, the above-referenced policies shall include an endorsement allowing this waiver of subrogation claims.

6. Prior to commencement of this License, LICENSEE shall furnish LICENSOR with a copy of the endorsement naming LICENSOR as an additional insured and certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to LICENSOR and containing a representation that coverage of the types required hereunder is provided with the required limits.

A. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

LICENSEE: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

LICENSOR: Redwood Gun Club
Attention: Alan Richmond, Treasurer
P.O. Box 584
Arcata, California 95518-0584
Email: treasurer@redwoodgunclub.org

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this License, LICENSOR certifies that it is not a Nuclear Weapons Contractor, in that LICENSOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. LICENSOR agrees to notify LICENSEE immediately if it becomes a Nuclear Weapons Contractor, as defined above. LICENSEE may immediately terminate this License if it determines that the foregoing certification is false or if LICENSOR subsequently becomes a Nuclear Weapons Contractor.

12. REMEDIES ON DEFAULT:

LICENSEE may, at any time after LICENSOR is in default, terminate this License as set forth herein or cure the default at the expense of LICENSOR. If LICENSEE at any time, by reason of LICENSOR's default, pays any sum, or does any act that requires the payment of any sum, the sum paid by LICENSEE shall be due from LICENSOR to LICENSEE within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest at the maximum rate LICENSEE is permitted by law to charge from the date the sum is paid by LICENSEE until LICENSEE is reimbursed by LICENSOR. The remedies set forth herein are in addition to, and do not in any manner limit, any other applicable legal remedies available to LICENSEE.

13. HAZARDOUS MATERIALS PROVISIONS:

A. With the exception of Hazardous Material and their effects resulting during the use of the Premises prior to the execution of this License, LICENSEE hereby agrees to indemnify LICENSOR and its agents and to hold Redwood Gun Club and its agents harmless from and against any and all loss, liability, damage, injury, cost, expense and claim of any kind whatsoever (including but not limited to property damage or personal injury and death) paid, incurred or suffered by, or asserted against, LICENSOR for, with respect to, or as a direct or indirect result of the presence on or under, or the escape seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Material arising out of,

in connection with or in any manner related to the use or occupancy of the Premises by the LICENSOR or LICENSOR's invitees, including, without limiting the generality of the foregoing, any loss, liability, damage, injury, cost, expense, or claim asserted or arising under any Environmental Law. Notwithstanding any provision to the contrary contained in this License, the indemnity contained in this paragraph shall survive the expiration or earlier termination of this License.

- B. With the exception of Hazardous Material and their effects resulting during the use of the Premises prior to the execution of this License, LICENSOR hereby agrees to indemnify LICENSEE and its agents and to hold County of Humboldt and its agents harmless from and against any and all loss, liability, damage, injury, cost, expense and claim of any kind whatsoever (including but not limited to property damage or personal injury and death) paid, incurred or suffered by, or asserted against, LICENSEE for, with respect to, or as a direct or indirect result of the presence on or under, or the escape seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Material arising out of, in connection with or in any manner related to the use or occupancy of the Premises by the LICENSEE or LICENSEE's invitees, including, without limiting the generality of the foregoing, any loss, liability, damage, injury, cost, expense, or claim asserted or arising under any Environmental Law. Notwithstanding any provision to the contrary contained in this License, the indemnity contained in this paragraph shall survive the expiration or earlier termination of this License.
- C. As used herein the term "Environmental Law" shall mean, any federal, state, local or foreign law, statute, decree, ordinance, code, rule or regulation, including, without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act of 1976, and any federal, state or local so-called "Superfund" or "Superlien" law or ordinance relating to the emission, discharge, release, threatened release into the environment of any pollutant, contaminant, chemical, hazardous, toxic or dangerous waste, substance or material (including, without limitation, ambient air, surface water, groundwater or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of such substances and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder. As used herein, the term "Hazardous Material" shall mean any pollutants, contaminants, chemicals, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law now or at any time hereafter in effect, including, without limitation of asbestos, PCBs, or other substances defined as "hazardous substances" or "toxic substances" in any Environmental Law.
- D. LICENSEE agrees to assist LICENSOR at no cost to LICENSEE in its reasonable efforts to collect and lawfully dispose of lead waste that accumulated on the Premises from the inception of the SRA club to the date of execution of this License. LICENSEE shall assist LICENSOR, at no cost to LICENSEE, to implement best management practices for collection and lawful disposal of lead waste ("Lead Management") within the Premises accumulating after the date of execution of this license. LICENSOR's Lead Management shall comply with the Environmental Protection Agency's (EPA's) "Best Management Practices for Lead at Outdoor Shooting Ranges" which is available on-line at: https://www.epa.gov/sites/default/files/documents/epa_bmp.pdf.

14. REMEDY FOR BREACH:

In the event of any breach of this License by either party, each party hereto have all rights and remedies provided by law.

15. NOTICES:

Any notices required or desired to be given under this License shall be in writing and shall be effective upon the earlier of: (i) when actually delivered by any generally accepted means of business communications, or (ii) three (3) days after being deposited in the mail, postage prepaid, certified, return receipt requested to the address set forth below, or to such address as such party shall subsequently designate in writing. The representative of LICENSEE designated for the purposes of noticing to LICENSEE shall also act as a liaison between LICENSEE and LICENSOR.

LICENSOR: Redwood Gun Club
Attention: Alan Richmond, Treasurer
P.O. Box 584
Arcata, California 95518-0584

LICENSEE: County of Humboldt
Dept. of Public Works
ATTN: Real Property
1106 Second Street
Eureka, California 95501

16. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment by LICENSOR in violation of this provision shall be void and shall be cause for immediate termination of this License. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

17. AMENDMENT:

This License may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or modification of, the terms of this License shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

18. RELATIONSHIP OF PARTIES:

It is understood that this License is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

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19. ATTORNEY’S FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys’ fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel’s Office, to be fixed by the court, and such recovery shall include court costs and attorneys’ fees on appeal, if applicable. As used herein, the term “prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

20. WAIVER OF BREACH:

The waiver by either party of any breach of this License shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this License.

21. BINDING EFFECT:

All provisions of this License shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors and permitted assigns.

22. JURISDICTION AND VENUE:

This License shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

23. INSPECTION OF PREMISES BY CERTIFIED ACCESS SPECIALIST:

- A. Inspection Requirements. A Certified Access Specialist (“CASp”) may inspect the premises and determine whether the premises complies with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act and any other applicable local, state and federal laws, regulations and standards. LICENSOR may not prohibit LICENSEE from obtaining a CASp inspection of the premises, if requested thereby. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection.
- B. Removal of Accessibility Barriers. LICENSOR shall, at its own cost and expense, make any repairs necessary to correct violations of any and all applicable accessibility standards as specified in the CASp Inspection Report and Assessment within one hundred eighty (180) days after the receipt thereof. If the accessibility barriers identified in the CASp Inspection Report and Assessment are not adequately removed within the time period set forth herein, LICENSOR shall be in default of this License. LICENSEE reserves the right to exercise any available remedies upon LICENSOR’s default pursuant to the terms and conditions of this License.

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24. INTERPRETATION:

This License, as well as its individual provisions, shall be deemed to have been prepared equally by both parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

25. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this License.

26. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this License.

27. PROVISIONS REQUIRED BY LAW:

This License is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this License. This License shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

28. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this License, the parties agree to comply with the amended provision as of the effective date of such amendment.

29. SURVIVAL OF PROVISIONS:

Portions of this License are intended to survive any expiration or termination of this License. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

30. ENTIRE LICENSE:

This License contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this License shall be deemed to exist or to bind either of the parties hereto. Shall not be recorded in the public records of the County where the Premises is located or any other public registry. In addition, this License shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this License are hereby ratified.

31. COUNTERPART EXECUTION:

This License, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This License, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this License, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this License, and any amendments hereto, for all purposes.

32. AUTHORITY TO EXECUTE:

Each person executing this License represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this License. Each party represents and warrants to the other that the execution and delivery of this License and the performance of such party's obligation hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this License Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

LICENSOR:

By: [Signature] Date: 5/11/26

Name: Chris Poane

Title: President

By: [Signature] Date: 5/11/26

Name: COLE GREENE

Title: CHIEF INSTRUCTOR

LICENSEE:

By: _____ Date: _____
Mike Wilson, Chair of the Board
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: 5/14/2026
Risk Management

LIST OF EXHIBITS:

- Exhibit A – Property Description
- Exhibit B – Authorized Use

**EXHIBIT A
PROPERTY DESCRIPTION**

Area Map



EXHIBIT B
AUTHORIZED USE

1. This License is specifically with Humboldt County Sheriff's Office and its representatives.
2. Anticipated use of the Premises will be a block of time, when available, to be scheduled by the Redwood Gun Club. Scheduling shall be through the Chief Instructor with as much advance notice as possible. If the Chief Instructor is not available for scheduling the available date can be arranged by contacting a member of the Executive Board.

Additional use of the Premises may be permitted when approved with the Chief Instructor or the Executive Board.

3. All classes and curriculums need to be approved by the Chief Instructor or the Executive Board.
4. All targets and fixtures need to be approved by the Chief Instructor or the Executive Board.