



REVOCABLE LICENSE AGREEMENT
FOR STORAGE OF
DISASTER RELIEF SUPPLIES, VEHICLES OR OTHER ASSETS OWNED
BY THE
THE AMERICAN NATIONAL RED CROSS AND ITS CHAPTERS

TERMS AND CONDITIONS

Effective Date: August 31, 2015

Expiration Date: 30 days after written notice by Grantor or Grantee.

Grantor: Hopkins County, Texas

Grantor's Address for Legal Notice: 118 Church Street, Courthouse, Sulphur Springs, TX 75482

Grantor's Address for Billing and Administrative matters: 118 Church Street, Sulphur Springs, TX 75482

Grantee: The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998))

Grantee's Addresses for Legal Notice: (1) Office of the General Counsel, 2025 E Street, NW, Washington, DC 20006. (2) Emergency Service – Regional Disaster Officer, American Red Cross – North Texas Region, 4800 Harry Hines Blvd., Dallas, TX 75235

Grantee's Address for Billing and Administrative matters: [Emergency Services – Region Disaster Officer, North Texas Region, 4800 Harry Hines Blvd., Dallas, TX 75235]

Grantor's Building [Land] Street Address: 1286 Texas Street, Sulphur Springs, Texas 75482

Description of Licensed Premises: One room inside and behind the TRAX office on the North end of the Fire Department.

This Revocable License Agreement (the "Agreement") is made by and between the Grantor and the Grantee named above. Under the Agreement, Grantee is permitted to use and occupy, on, the space described above (the "Licensed Premises") in the Building [Land] identified above (the "Grantor's Property").

1. Grant of License. Grantor grants Grantee the right to use the Premises for the purpose of storing emergency disaster relief supplies and/or the parking of emergency vehicles.
2. Term. Grantee's right to use and occupy the Premises shall begin on the Effective Date and shall end on the Expiration Date. On or before the Expiration Date, Grantee shall vacate the Premises. Grantee shall repair all damage caused by Grantee's occupancy, at Grantee's sole cost and expense.
3. License Fee. Grantor agrees not to charge any fee for the license, in recognition of the service to the local community afforded by the Grantee's activities.

4. Grantee's Conduct. Grantee agrees to keep the Premises good condition and promptly repair all damage to the Premises or Grantor's Property caused by Grantee, and not to disrupt, adversely affect or interfere with other occupants of Grantor's Property. Grantee is exclusively responsible for the Grantee-owned trailers, vehicles, supplies or other Grantee-owned inventory and shall have the right to, and shall, maintain exclusive control of all Grantee's inventory.
5. Grantor's Conduct. Grantee shall have exclusive control over stored inventory owned by the Grantee and stored at the Licensed Premises. If Grantor shall ever remove or otherwise make use of Grantee-owned inventory stored at Grantor's premises without confirmed mutual verbal agreement or prior written permission, then Grantor assumes all responsibility for costs related to the full and complete replacement of the used inventory and Grantor shall reimburse Grantee within 30 calendar days of being invoiced for the usage or removal. The Grantee will re-supply the used inventory at Grantee's discretion and using Grantee's normal logistics supply system at Grantee's cost which will be invoiced to Grantor to be paid in full within 30 calendar days of receiving the invoice.
6. Condition of Premises and Grantor's Property. Grantor makes no warranty or representation about the Premises or Grantor's Property. Grantee accepts the same "AS IS." Grantor is under no obligation to prepare or repair the Premises or Grantor's Property for Grantee.
7. Indemnification. Grantee shall defend, hold harmless, and indemnify Grantor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the Grantee during its use of the Premises.
8. Insurance. Grantee shall carry the following insurance coverage:
 - Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
 - Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
 - Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at \$250,000.00 per accident, \$250,000.00 disease – each employee and \$500,000.00 disease – policy limit.
8. Grantor's Right to Revoke License for Cause. Upon reasonable prior written notice to Grantee, Grantor may revoke the license represented by this Agreement if Grantee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Grantor describing same. If this license is so revoked, Grantee shall forthwith vacate the Premises and Grantor's Property in a neat and orderly manner. Grantor shall have all rights and remedies available to it under applicable law.
9. No Assignment. Grantee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Grantor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.
10. Casualty or Condemnation Affecting Premises. In the event that damage or casualty to all or a part of the Premises, this License shall terminate and Grantee shall have no right to restoration of the Premises or to receive any compensation whatsoever.
11. Legal Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address for Legal Notice set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of Legal Notice hereunder by providing the other party with notice of the new address.

- 12. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which Grantor's Property is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
- 13. Brokers/Consultants. Grantor and Grantee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.
- 14. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Endorsement

Grantor

Robert Newson

Print Name

County Judge

Title

[Signature]

Signature

August 31, 2015

Date

Grantee

American Red Cross - Dallas Area Chapter

Thomas K. Elliott

Print Name

North Texas Region - Emergency Services -
Region Logistics Lead

Title

[Signature]

Signature

2 Sep, 2015

Date

For:
Brian
Imake
I. RDO
NTX
Region