

AGREEMENT/LICENSE FOR ENTRY UPON LAND AND
RELEASE FOR USE OF PROPERTY AS A TRAINING SITE

This Agreement is made and entered into this 5th day of October 2004, by and between the City of Redlands, a municipal corporation ("City"), and The Quiet Hour, Incorporated ("Owner"), who together are sometimes referred to herein as the "Parties."

RECITALS

A. Owner is the fee owner of certain real property located in the City of Redlands which is described as The Quiet Hour Incorporated located at 10 Center Street, Redlands, California (APN 0171-391-01-0000) (the "Property").

B. City desires to conduct Fire Department Non-Burn Training on the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Redlands and The Quiet Hour Incorporated, agree as follows:

AGREEMENT

1. License. Owner grants to City, its employees and agents a license to enter upon the Property to conduct Fire Department Non-Burn Training. City shall provide ten (10) days prior notice to Owner as to the specific dates its Fire Department desires to conduct the Non-Burn Training.
2. Term. The term of this Agreement shall commence on October 5, 2004 and end on October 5, 2005.
3. Authorization. City shall secure all authorizations and permits required to conduct the Rope and Rescue Training and will comply with all applicable federal, state, regional and local laws, ordinances and regulations.
4. Warranty. It is expressly understood and agreed that City enters the Property in its "as is" condition, and that Owner makes no representation, covenant, warranty or promise that the Property is fit for any particular use for which this Agreement was entered into, and City has not relied on any such representation, covenant, warranty or promise.
5. Fee. City shall not be required to pay any compensation, fee or money to Owner for this Agreement or to conduct Fire Department Non-Burn Training.

6. Assignment. This Agreement is for the sole benefit of City and cannot be assigned or transferred. Any attempt to do so may cause this Agreement to be terminated at Owner's discretion.

7. Termination. This Agreement may be terminated immediately at the sole option and discretion of Owner, and City agrees to peaceably surrender its License under this Agreement upon demand by Owner or its authorized representative.

8. Restrictions.

A. City shall not engage in, or permit any other person or entity to engage in, any activity on the Property that violates any federal, state or local law, rule or regulation pertaining to hazardous, toxic or infectious materials and/or waste ("Hazardous Materials"). City shall comply with all applicable federal, state, and local laws, rules and regulations pertaining to disclosure of Hazardous Materials. City shall comply with all applicable federal, state, or local laws, rules and regulations pertaining to the storage and/or discharge of Hazardous Materials.

9. Indemnity.

A. City shall indemnify and hold harmless Owner, its successors and assigns, together with its officers, directors, employees, agents and those for whom it is by law responsible (collectively, the "Owner Indemnified Parties"), from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which the Owner Indemnified Parties may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by City of any obligation contained in this Agreement to be observed or performed by City, or any wrongful act or negligence of City or its agents or employees which relates to this Agreement, howsoever arising. City acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

B. Owner shall indemnify and hold harmless City, and its elected officials, officers, employees, agents and those for whom it is by law responsible (collectively, the "City Indemnified Parties") from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising from (i) any breach, violation or non-performance by Owner of any obligation contained in, or relating to, this Agreement to be observed or performed by Owner and (ii) any wrongful or negligent acts or omissions of Owner, its agents or employees which give rise to a Claim against City and, in such circumstances, Owner shall defend the City Indemnified Parties from such Claim (in addition to providing its indemnity). Owner acknowledges and agrees that these indemnities shall survive any termination of this Agreement.

10. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties and supersedes any and all prior oral or written agreements between the Parties hereto relating to the subject matter hereof. No other agreement, statement, or promise made by the Parties or to any employee, officer, or agent of the Parties shall be binding, except a subsequent amendment to this Agreement,

in writing, executed by the Parties. All obligations of Owner and City under this Agreement shall be joint and several.

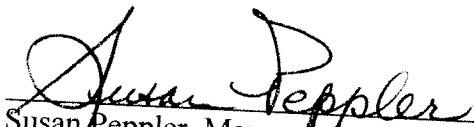
11. Attorneys' Fees and Costs. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

12. Amendment. Any amendment to this Agreement shall be in writing and executed by the Parties.

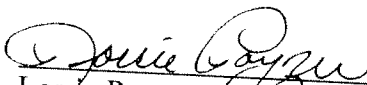
13. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

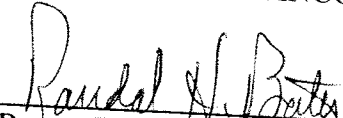
CITY OF REDLANDS


Susan Peppler, Mayor

ATTEST:


Lorrie Poyzer, City Clerk

THE QUIET HOUR INCORPORATED


By: Randall Bates

Title: Treasurer