

LANDOWNER ENTRY AGREEMENT

This Entry (this "Agreement") is made and entered into on _____, by and between _____ ("Owner") and the Napa Communities Firewise Foundation ("NCFF").

RECITALS

Owner is the owner of the certain real property located in the County of Napa, State of California (the "**Property**"), more particularly described as: (Address) and (APN(s)) _____.

NCFF receives grant funding from the County of Napa and other sources for the purposes of conducting activities related to the county-wide Community Wildfire Protection Plan (the "**Project**").

Owner desires that NCFF conduct activities related to the Project on the Property and NCFF desires to conduct such activities, all as more particularly described in this Agreement.

TERMS

THE PARTIES AGREE AS FOLLOWS:

A. License to Enter

1. For Project Design and Permitting

Owner hereby grants to NCFF and its subcontractors, and its and their agents, employees and representatives (collectively, "**Authorized Personnel**"), a license to enter on the Property for the purpose of performing activities related to scoping, designing, and permitting the Project, including, and without limitation, design consultations with owner or owner's representatives, resource assessment surveys, site visits, and other work in and around the Property for the purposes of designing and permitting vegetation management tasks and fire access road maintenance ("**Site Work**"). Access shall be limited to those portions of the Property where the actual Site Work is being planned and to those additional portions of the Property that must be traversed to gain access to the site and perform required resource survey assessments. Owner warrants to NCFF that Owner has the authority to grant access to the Property as described herein.

2. For Project Implementation

Upon their receipt and approval of a final permitted Project description, Owner hereby grants to Authorized Personnel, a license to enter on the Property for the purpose of performing activities related to implementing the Project, including, and without limitation, Site Work. Access shall be limited to those portions of the Property where the actual Site Work is being performed and to those additional portions of the Property that must be traversed to gain access to the site and to perform required resource monitoring surveys. Owner warrants to NCFF that

Owner has the authority to grant access to the Property as described herein. **NCFF and its subcontractors shall provide Owner at least twenty-four (24) hour advance notice for each day of contemplated entry, or request an exception to this notice as necessary by contacting the landowner for access permission on the date of entry.**

B. Term

This Agreement shall begin upon execution by both parties and, unless earlier ceased or terminated by mutual agreement of the parties, shall remain in full force and effect until the earlier of (i) completion of the Site Work on the Property; or (ii) **December 31, 2029**; or (iii) **mutual written agreement by both Owner and NCFF**.

Timing and duration of work on any particular property will depend on approval by governmental authorities, availability of grant funding, and the size of the work area and density of fuels.

C. Performance of Site Work

In conducting the Site Work on the Property, NCFF shall instruct the Authorized Personnel to conduct their activities in such a way as to not unreasonably disturb Owner and to take reasonable precautions to avoid damage to person or property. **See twenty-four (24) hour notice provision in paragraph "A," above.** NCFF and the Authorized Personnel shall coordinate their entry on the Property with Owner or Owner's designee. Owner grants NCFF and the Authorized Personnel permission to document Site Work with photographs.

D. Indemnification

NCFF shall indemnify and hold Owner and its owners, managers, members, and employees (collectively, "**Owner Indemnified Parties**") harmless from and against any and all losses, damages, claims, expenses, and other liabilities, including without limitation, reasonable attorneys' fees (collectively, "**Losses**"), that are asserted or claimed against any Owner Indemnified Parties by any third party, to the extent such Losses result from physical damage to property or physical injury to any person on the Property and to the extent caused by the negligence or willful misconduct of NCFF or any Authorized Personnel. The foregoing indemnification shall not apply to Losses to the extent caused by the negligence or willful misconduct of Owner or any Owner Indemnified Parties.

E. Insurance

NCFF shall maintain or cause its subcontractors to maintain, a commercial general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate, which policy shall have a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.

F. Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, in no event, whether based in contract, indemnity, warranty, tort, negligence, strict liability or otherwise, shall either party, its affiliates or its and their respective directors, managers, officers, partners, members, employees, contractors, agents

and representatives, be liable to the other party for any unforeseeable damages that arise out of, relate to, or are otherwise attributable to this agreement or the performance or non-performance of duties hereunder. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

G. Notices

Any notices, demands, or communications under this Agreement between the parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested (“**US Mail**”), or (iv) email (provided that receipt is confirmed by the recipient), addressed to each party as set forth below, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the US Mail.

OWNER(s):
[address/email/phone]

NCFF:

Napa Communities Firewise Foundation
PO Box 2336
Napa, CA 94558
Attn: CEO
info@napafirewise.org

The Authorized Representative of either party may modify their respective contact information identified in this section by providing written notice to the other party.

H. General Provisions

1. This Agreement may not be modified or amended except by a writing executed by all parties.
2. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.
3. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of this Agreement.
4. In the event of any dispute, including, but not limited to, an action at law or in equity, as to the enforcement or interpretation of the terms of this Agreement, the prevailing party shall be entitled, in addition to all expenses, costs or damages awarded by a court of competent jurisdiction and to any other relief to which such party may be entitled, to reasonable attorneys’ fees, whether or not such controversy was litigated or prosecuted to judgment.
5. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement; this Agreement shall be effective upon execution and delivery by the parties

hereto and such delivery may be effectuated by facsimile transmission or by transmission by executed PDF copy via email.

6. This Agreement shall be governed by the laws of California. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

7. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

8. This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated above.

OWNER(S):

NCFF:

THE NAPA COMMUNITIES FIREWISE
FOUNDATON



[NAME, Title]

JOSEPH NORDLINGER, CEO

DATE: _____

DATE: March 8, 2024

[NAME, Title]

DATE: _____