

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION****Las Posadas Experimental Forest**

753 Las Posadas Road
Angwin, CA 94508
(707) 965-2471
Website: www.fire.ca.gov

**XXX X, 2020****SPECIAL USE PERMIT****PERMITTEE: LAS POSADAS 4-H CLUB CAMP, INC.**

This Special Use Permit (hereinafter "SUP") establishes conditions to govern a series of proposed seasonal forestry educational Events (hereinafter "Events" plural or "Event" singular). The Events will occur at the location/s identified in EXHIBIT A (hereinafter the "Premises") within the Las Posadas Demonstration State Forest (hereinafter "LPSF") at the dates and times defined below. The responsible party, PERMITTEE, is the LAS POSADAS 4-H CLUB CAMP BOARD (hereinafter "PERMITTEE"). PERMITTEE enters into this SUP with the California Department of Forestry and Fire Protection (hereinafter "STATE"), which owns and operates the Premises and LPSF. PERMITTEE and STATE are hereinafter referred to individually as "party" or collectively as "parties."

Each of the exhibits referenced in this SUP is incorporated by reference as though set forth in full herein. The following exhibits are attached to this SUP:

- EXHIBIT A – Map
- EXHIBIT B – List of Events
- EXHIBIT C – Emergency Fire Procedures
- EXHIBIT D – Non-Profit Corporation Bylaws
- EXHIBIT E – Las Posadas 4-H Club Camp Board's Enforceable Policies

The Events to occur on the Premises are authorized by STATE, subject to the following conditions:

1. LOCATION
The approved area within LPSF to be used for the Events extends solely to the location/s and 4H travel route identified in the legend in EXHIBIT A. Any changes to the approved area as shown in EXHIBIT A must be approved of in writing by STATE through the LPSF State Forest Manager or the LPSF Manager's designee (hereinafter "LPSF Manager"). Any reference herein to LPSF refers to the entire LPSF including the Premises.
2. EFFECTIVE PERIOD OF SPECIAL USE PERMIT
January 1, 2020 through December 31, 2021 (hereinafter "Effective Period")
3. EVENT DATES AND TIMES
The dates and times of each approved Event are indicated in EXHIBIT B.

Any overnight stays or groups of twenty (20) or more people must be included as an Event in this SUP. If, from time to time, PERMITTEE wishes to add an Event/Events to the list of Events in EXHIBIT B, the list of Events must be amended in writing and signed by both parties. Approval of such amendments to the list of Events in EXHIBIT B is at the sole discretion of the LPSF Manager.

Access to the LPSF outside of the Event dates and times listed EXHIBIT B may occur only at the sole discretion of the LPSF Manager. PERMITTEE shall provide no less than 14 days written notice, when feasible, to the LPSF Manager.

4. INSURANCE

At PERMITTEE's sole cost and expense, PERMITTEE shall maintain at all times during the Effective Period the following insurance coverage over LPSF:

Commercial General Liability Insurance

- a. \$2,000,000 Liability for general aggregate per person and per occurrence.
- b. \$1,000,000 Personal Liability per participant per occurrence.
- c. \$1,000,000 Liability for Products-Comp/Op aggregate.
- d. \$1,000,000 Personal Liability for each occurrence.
- e. \$50,000 Liability for fire damage.

The General Liability policy shall also include an endorsement for physical abuse and sexual molestation coverage. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the PERMITTEE's limit of liability. In the event Abuse and Molestation coverage is not provided under the General Liability policy, the PERMITTEE shall maintain Professional Liability covering any damages caused by an error, omission, or any negligent acts, including but not limited to coverage for abuse and molestation. Limits of not less than \$1,000,000 shall be provided.

PERMITTEE shall provide to STATE proof in writing of such coverage at least 7 business days prior to the first effective date of this SUP. With respect to subsections a-e above, the State of California, its officers, agents, and employees shall be named as additional insureds for the purposes of this SUP. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of at least A-. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. PERMITTEE agrees that the insurance herein provided for shall be in effect at all times during the Effective Period, holdover periods, or any other occupancy of the LPSF by PERMITTEE or PERMITTEE's employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE. In the event said insurance coverage expires at any time or times during the Effective Period, PERMITTEE agrees to provide STATE a new certificate of insurance at least thirty (30) days prior to said expiration date evidencing insurance coverage as provided for herein for not less than one (1) year. In the event PERMITTEE fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies STATE may have, terminate this SUP upon the occurrence of such event.

5. INDEMNITY AND HOLD HARMLESS

This SUP is made upon the express condition that STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including PERMITTEE, or property of any kind whatsoever and to whomsoever belonging, including PERMITTEE, from any cause or causes whatsoever in any way connected with the Events or any occupancy of LPSF hereunder, except

those injuries arising out of the sole negligence of the STATE or violation of any law by the STATE. PERMITTEE and any 4H County Council using the Premises agree to indemnify, defend and save harmless STATE, its officers, agents and employees from any and all claims and losses accruing or resulting from any demand, causes of action, or judgments to the STATE in the event of any claim, demand, causes of action, judgments, obligations or liabilities and all reasonable litigation and attorneys' expenses which the STATE may suffer as a direct and proximate result of the violation of any law, breach of any term of this SUP, negligence or other wrongful act by PERMITTEE or PERMITTEE's employees, representatives, contractors, or any other person or persons acting within the direct control or authority of PERMITTEE or its employees. PERMITTEE and any 4H County Council using the Premises also agree to indemnify, defend and save harmless the STATE from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by PERMITTEE or any 4H County Council using the Premises in the performance of this SUP. PERMITTEE and any 4H County Council using the Premises further agree to provide necessary Workers Compensation Insurance of all employees of PERMITTEE or the 4H County Council within LPSF at the PERMITTEE's own cost and expense. STATE agrees only to indemnify PERMITTEE to the extent required by law.

6. LICENSE TO USE PROPERTY: This SUP shall be treated for all purposes as a revocable license agreement in which STATE conveys to PERMITTEE solely a license to use the Premises for the agreed upon times specified in this SUP. This SUP does not create in or convey to PERMITTEE any property interest in the Premises or LPSF.
7. USE RIGHTS RESERVED BY STATE: STATE reserves the right to use the real property encompassed in LPSF including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to PERMITTEE. Any grant of a license to use the property herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect the LPSF.

ADMINISTRATIVE CONDITIONS

8. OVERSIGHT OF COUNTIES: PERMITTEE is a board who oversees the use of the Premises by individual 4H County Councils (hereinafter "County" singular or "Counties" plural). As the oversight entity, PERMITTEE shall ensure that each County and its employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of the County abides by the conditions of this SUP. The terms and conditions of this SUP shall be meaningfully incorporated into enforceable policies or practices which PERMITTEE establishes for the use of the Premises by the Counties. Such policies or practices must be approved by STATE in writing prior to the signing of this SUP. STATE shall not unreasonably withhold its approval so long as the policies or practices allow for meaningful enforcement by PERMITTEE of the terms of this SUP against the Counties or any entity using the Premises. A copy of such approved policies or practices shall be attached to this SUP in EXHIBIT E. Failure by PERMITTEE to ensure the Counties or any other entity or person using the Premises under authorization by PERMITTEE abides by the terms of this SUP shall constitute a violation of this SUP. Additionally, any violation of the terms of this SUP by a County or any other entity or person using the Premises under authorization by PERMITTEE shall also constitute a

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violation of this SUP.

9. ADMINISTRATIVE FEE: An annual administrative fee of Two Thousand Five Hundred Dollars (\$2,500.00) shall be paid by PERMITTEE to STATE prior to execution of this SUP to cover STATE'S costs associated with the preparation and administration of this SUP.
10. DEPOSIT: A security deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) will be tendered from PERMITTEE to STATE prior to the execution of this SUP. The deposit shall be returned to PERMITTEE at the end of the Effective Period minus any deductions made under the terms of this SUP or as is necessary for STATE to cure any and all damages to the Premises and LPSF, beyond normal wear and use which STATE determines in its sole discretion were caused by way of PERMITTEE's employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE. In the event such damages exceed the \$2500 dollar amount, STATE shall bill PERMITTEE the balance and PERMITTEE shall pay the excess amount to STATE no later than one month after the end of the Effective Period.

Before STATE incurs any costs to cure damages to the Premises and LPSF, STATE shall give PERMITTEE 30 days notice and reasonable opportunity to cure said damages.

11. ENFORCEMENT: STATE reserves the right to terminate this SUP and the license herein conveyed to PERMITTEE any time after which STATE, acting through the LPSF Manager, records three or more violations of this SUP. A violation of this SUP may be made by PERMITTEE or PERMITTEE's employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE. STATE reserves the right to terminate conveyed in this Section 11 in addition to any other rights to terminate which STATE may possess either arising out of this SUP or otherwise existing in law or equity. The LPSF Manager shall record in writing the nature of violations and disclose to PERMITTEE in writing any such recorded violation within 48 hours of recording the violation.
12. POINT OF CONTACT: PERMITTEE shall provide a single point of contact for each Event to the LPSF Manager no later than the Wednesday of the week prior to the Event. The point of contact must have the ability to correct any deficiencies in adhering to the terms of this SUP including but not limited to possessing authority over camp activities, facility operation and maintenance.
13. CORRECTION OF DEFICIENCIES: Any of PERMITTEE's deficiencies in adhering to the terms of the SUP, including but not limited to a County's deficiencies, must be corrected by the point of contact within 24 hours of being notified of the existence of a deficiency by the LPSF Manager. If no such correction is made, the deficiency may be recorded as a violation.
14. NOTICE: All notices to, approvals by, and consent of the STATE required in this SUP shall only be satisfied in writing. Notice to STATE shall be sent by registered or certified mail, return receipt requested, by a private delivery service, or sent-by electronic facsimile to STATE at: 1199 Big Tree Road, St. Helena CA 94574, or to such other address as STATE may from time to time inform PERMITTEE of in writing. **Notice to PERMITTEE shall be sent to:** . All such notices, approvals, or other communications shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (b) If mailed as provided above, on the date of receipt or rejection, or (c) if given by electronic facsimile, when received by the other party if received Monday through Friday

between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a state or federal holiday and otherwise on the next day provided that if next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

15. FIRE AND CASUALTY DAMAGES: STATE will not keep improvements which are or were constructed or installed by PERMITTEE or PERMITTEE's employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE under the provisions of this SUP or at any time before, insured against fire or casualty. PERMITTEE shall make no claim of any nature against STATE by reason of any damage to the business or property of PERMITTEE in the event of damage or destruction by fire or other cause, except as provided in this SUP.
16. UTILITIES/ GARBAGE DISPOSAL: PERMITTEE agrees to pay any and all utility charges that may be incurred in conjunction with the use of LPSF by PERMITTEE or PERMITTEE's employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE. Utilities herein referred to include without limitation electrical service and garbage disposal. Electrical service is to be billed monthly by utility service and is to be the sole responsibility of PERMITTEE payable within 30 days of receipt. Garbage collection to be in occupied months and shall also be the sole responsibility of PERMITTEE with billing payable within 30 days of receipt. Garbage service will be secured with Upper Valley Disposal with California Department of Forestry and Fire Protection named as a secondary on the account. Up to Three dumpsters will be permitted at the opening at the gate to the entrance road leading to the 4-H camp on the Premises. Dumpsters will be emptied weekly at the expense of the PERMITTEE. If dumpsters are not emptied weekly the LPSF Manager will arrange for pickup and the billed amount will be deducted from the Deposit.
17. RIGHT OF ENTRY: During the Effective Period, there shall be and is hereby expressly reserved to the STATE and to any of its agencies, contractors, agents, employees, representatives or licensees; the right at any and all times, and any and all places, to temporarily enter upon the Premises for survey, inspection, or any other lawful STATE purposes.
18. FIRE PREVENTION PLAN: An adequate fire prevention and control plan, in the judgement of the LPSF Manager, which addresses the risks and hazards of the Events shall be prepared by the PERMITTEE and shall be placed in effect and maintained by PERMITTEE, as shown within their Emergency Fire Procedures as EXHIBIT B, incorporated herein by this reference. The PERMITTEE shall maintain all required fire apparatus and extinguishers in operative condition and keep adequate fire hose of good serviceable condition in appropriate containers at existing and required fire hydrants. PERMITTEE and PERMITTEE's employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE shall take all reasonable precautions to prevent and suppress any and all fires. No material shall be disposed of by burning in open fires without the written approval of the local State Forest Officer during prescribed periods, from April 1 to December 1, or as otherwise directed by the Sonoma Lake Napa Unit. Wood brush and grassland areas not a part of the immediate main camp, may be restricted from use by the local LPSF Manager when it is determined that the potential for fire hazard may be great enough to warrant such restriction.
19. EMERGENCY VACATE: During the Effective Period, LPSF Manager may order the premises vacated if the LPSF Manager in collaboration with the Sonoma Lake Napa Unit Chief reasonably determines an emergency situation exists which poses a danger to persons in LPSF, including without limitation

hazardous fire weather. If such an emergency vacate order is activated, PERMITTEE and PERMITTEE's employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE shall be removed from LPSF as soon as the LPSF Manager determines is necessary but in no instance later than 24 hours after receipt of notice. The emergency vacate order shall last as long as the LPSF Manager in collaboration with the Sonoma Lake Napa Unit Chief reasonably determine is necessary for the protection of all persons and of LPSF. There shall be no entry or re-entry of LPSF by any persons affiliated with PERMITTEE until LPSF Manager indicates it is safe to do so.

USE OF PREMISES CONDITIONS

20. **IMPROVEMENTS & MODIFICATIONS**: PERMITTEE shall, at its sole cost and expense, have a license during the Effective Period to construct only necessary improvements or modifications on the Premises to successfully operate the Events; provided no building or other improvement shall be altered or constructed without the prior written approval and consent of the STATE. STATE will only give written approval to construct to PERMITTEE directly, not to the Counties or any other entity using the Premises. All work done by PERMITTEE shall be done in conformity with all applicable laws, ordinances, and regulations and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon. Improvements to the Premises may only be made in connection with the Events, provided further that all building plans for the construction or modification of any improvement shall be submitted to STATE in writing in advance, and shall be subject to written approval by the STATE (California Construction Authority). STATE shall not unreasonably withhold such approval, and such approval shall not constitute any approval of improvements other than those detailed in the writing submitted in advance.
21. **MAINTAINING IMPROVEMENTS**: During the Effective Period, PERMITTEE shall ensure the LPSF and the Premises are kept in good repair and tenantable condition; including the maintenance, plumbing, heating, electrical equipment and fixtures, that all such fixtures are kept in operative condition and compliance with applicable ordinances, codes, regulations and requirements.
22. **PHYSICAL CHANGES AND CEQA**: Any physical changes made to the improvements by PERMITTEE through the written approval of STATE shall comply with the California Environmental Quality Act (CEQA). Improvements shall not be made by any person or entity other than PERMITTEE and no improvements shall be made without the written approval of the LPSF Manager. This includes without limitation minor repairs that may disturb or alter the soil or existing vegetation. The baseball field and archery access road identified in EXHIBIT A shall not be mowed without prior written approval from the LPSF Manager. No living or standing dead forest products including but not limited to trees and vegetation shall be cut down, collected, consumed, utilized, or removed from the property without the prior written approval of the LPSF Manager. The collection of fallen branches or other dead or dropped forest products from the forest floor for use in the Events is permissible.
23. **PROTECTION OF PREMISES**: PERMITTEE does hereby covenant and agree to prevent the destruction, injury, defacement, removal or disturbance in any way of any sign, equipment, marker, tree, flower, redwood burl, rock, mineral, animal, bird, or other wildlife, ruins, relics, cultural resources, or any other property in or on the LPSF, and to prevent the cutting or destruction, of any and all vegetation.

24. SAFETY AND FIRST AID

PERMITTEE shall provide at its expense at least one certified medical responder (i.e., wilderness first responders, emergency first responders, Registered Nurse, or emergency medical technicians) during each Event. PERMITTEE shall also ensure that at least one first aid kit of a type and size sufficient to treat traumatic and/or minor injuries for a group of 150 people is on the Premises during each Event. This first aid kit shall be accessible at all times. PERMITTEE or PERMITTEE'S designee shall notify the LPSF Manager as soon as possible and no later than 12 hours after the occurrence of any serious problems or emergencies, including but not limited to lost participants, lost equipment, injuries, or fires.

25. FIRE SUPPRESSION/PROTECTION

The Events will occur during the peak fire season. PERMITTEE is responsible for ensuring that all Motorized Vehicles are operated solely on roadways identified within the map referenced as EXHIBIT A and no Motorized Vehicle is to travel on dry vegetation at any time on LPSF. Off-road travel in Motorized Vehicles is prohibited.

26. PROHIBITED USES: PERMITTEE shall not commit, suffer, or permit any waste on LPSF or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of LPSF for any illegal or immoral purposes.

27. HAZARDOUS WASTE: PERMITTEE agrees that it will comply with all laws, either Federal, State, or local, existing during the Effective Period pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the PERMITTEE's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the PERMITTEE shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the PERMITTEE is found to be in breach of this provision due to the issuance of a government order directing the PERMITTEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the PERMITTEE or any person acting under PERMITTEE's direct control and authority, PERMITTEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

28. VEHICLE PARKING: All vehicles entering upon LPSF must be parked in the appropriate area as designated by the LPSF Manager and found within the map referenced as EXHIBIT A. There must be one (1) vehicle designated for emergency use as outlined within the Emergency Fire Procedures. No vehicle is allowed outside of any designated roadway area or parking area without the permission of the LPSF Manager. Temporary parking of vehicles during loading or unloading of supplies only are excepted from this prohibition. PERMITTEE shall be responsible for all enforcement of the parking rules and regulations for this site while being utilized by PERMITTEE.

29. ACCESS ROAD: STATE hereby makes no representation regarding ingress and egress rights or licenses to the Premises via the access road that serves LPSF identified in EXHIBIT A. Regarding the use of said access road, PERMITTEE agrees to the following conditions and terms: PERMITTEE shall use said road at its sole risk and shall avoid traveling upon it to the greatest practical extent at all

times when weather conditions are such that excessive damage to the road surface may result from such use, and further, PERMITTEE shall, upon request by STATE and at PERMITTEE's expense, promptly repair any abnormal or excessive road damage caused by its use, including such road surface protective features as water drains, berms, ditches, rock, or culverts.

30. RIGHT OF ACCESS: Only the PERMITTEE, its properly qualified and authorized agents, employees, Premises contractors, and Event staff and participants shall have the right of ingress to and egress from the Premises. If persons other than those addressed above need to gain access to the Premises, admission of such persons shall be permitted only upon the express written consent of LPSF Manager.

GENERAL CONDITIONS

31. TERMINATION AND DEFAULT: Notwithstanding anything herein contained to the contrary, this SUP may be terminated prior to its expiration and the provisions of the SUP may be altered, changed, or amended by mutual written consent of the parties hereto. The parties hereto agree that either party may terminate this SUP at any time during the Effective Period hereof by giving signed written notice to the other party ninety (90) days prior to the date when such termination shall become effective. In the event of a breach of any of the covenants herein by or of the STATE's rules and regulations by PERMITTEE that continues for thirty (30) days after written notice from STATE to PERMITTEE of such default, it shall be lawful for STATE to immediately cancel this SUP, re-enter upon and to take possession of the Premises and to remove all persons, property and improvements therefrom. If the STATE terminates this SUP pursuant to rights retained in this paragraph, the STATE shall not be required to pay PERMITTEE any sum or sums whatsoever.
32. VACATING THE PREMISES: PERMITTEE shall ensure that on the last day of the Effective Period or upon sooner termination of this SUP, PERMITTEE and any County or other entity using the Premises peaceably and quietly leave, surrender, and yield up to STATE the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.
33. SEVERABILITY: If any term, covenant, condition, or provision of this SUP or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this SUP shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
34. ENTIRE AGREEMENT: This SUP and all exhibits hereto constitute the entire agreement between STATE and PERMITTEE. This SUP shall not be amended or changed except by written instrument signed by authorized representatives of the parties to the SUP. No amendment, modification, or supplement to this SUP shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.
35. SECTION HEADINGS: All section headings and exhibit titles contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this SUP.
36. SUCCESSORS AND ASSIGNS: PERMITTEE shall not assign its licenses, rights, or responsibilities under this SUP. PERMITTEE shall not sublicense, permit or suffer any use of the Premises or any part thereof by any other person or organization.
37. WAIVER: If the STATE waives the performance of any term, covenant, or condition contained in this

SUP, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant, or condition. Failure by STATE to enforce any of the terms, covenants, or conditions of this SUP for any length of time shall not be deemed to waive or decrease STATE's right to insist thereafter upon strict performance by PERMITTEE. Waiver by the STATE of any term, covenant, or condition contained in this SUP may only be made in a written document properly signed by an authorized representative of STATE.

38. COMPLIANCE WITH LAWS: PERMITTEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all Municipal, State and Federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this SUP. PERMITTEE also shall ensure that all Counties or other persons or entities using the Premises comply with such statutes, laws, ordinances and regulations.
39. RECOVERY OF LEGAL FEES: If action is brought by either party for the recovery of loss, under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of, or to protect any rights given to the party against the other party, and if the that party who brought such action shall prevail, the other party shall pay such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
40. LOSSES: STATE will not be responsible for losses or damage to personal property, equipment or materials of PERMITTEE or any County, entity, or person using the Premises except those losses or damage arising out of the sole negligence of the STATE or violation of any law by the STATE. All losses shall be reported to STATE in writing immediately upon discovery.
41. CORPORATE AUTHORITY: Each individual executing this SUP on behalf of PERMITTEE as a non-profit corporation represents and warrants that he/she is duly authorized to execute and deliver this SUP on behalf PERMITTEE non-profit corporation in accordance with a duly adopted resolution of the Board of Directors of PERMITTEE non-profit corporation or in accordance with the Bylaws of said corporation, and that this SUP is binding upon PERMITTEE corporation in accordance with its terms. PERMITTEE shall submit directly to the STATE a certified copy of the resolution of the Board of Directors of PERMITTEE non-profit corporation authorizing or ratifying the execution of this SUP. Said resolution shall be delivered prior to the execution of this SUP. In addition, prior to the execution of this SUP, PERMITTEE corporation shall provide STATE with a copy of PERMITTEE's current corporate filing status as filed with the California Secretary of State as well as a copy of the By Laws of such to be made a part of this SUP as EXHIBIT C, incorporated herein by this reference.
42. PARTNERHIP DISCLAIMER: PERMITTEE and any and all agents and employees of PERMITTEE shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained shall be construed as constituting the parties herein as partners.
43. DEBT LIABILITY: STATE, including but not limited to the State's General Fund or any special self insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the PERMITTEE or its heirs, successors or assigns. STATE and its agencies, departments and divisions shall not be liable for and shall be held harmless by PERMITTEE for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the PERMITTEE, its employees, agents, servants, invitees, guests or anyone acting in concert with, with the permission of, or on behalf of

the PERMITTEE. STATE has no obligation to defend or undertake the defense on behalf of PERMITTEE, PERMITTEE's heirs, successors or assigns, or any County or other entity using the Premises. PERMITTEE shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by PERMITTEE, its employees, agents, servants, invitees, guests, or anyone acting in concert with, with the permission of, or on behalf of PERMITTEE.

44. **BANKRUPTCY:** In no event shall any rights or licenses granted by this SUP herein become an asset of PERMITTEE in bankruptcy, receivership or other judicial proceedings. PERMITTEE shall be in default under this SUP and the provisions within this SUP shall apply in the event of any of the following: PERMITTEE becomes insolvent or makes an assignment for the benefit of creditors; a petition in bankruptcy is filed by or against PERMITTEE; a writ of execution is levied against this SUP; PERMITTEE abandons or vacates or does not continuously occupy or safeguard the Premises.

45. MISCELLANEOUS PROVISIONS:

- a. The camp curriculum shall include study and research work in forestry, botany, and kindred subjects and experimentation in tree propagation, consistent with the terms and conditions of the Deed, dated October 29, 1929 from Anita D.S. Blake and Anson S. Blake to the State of California.
- b. A roster of Event participants (those being Event attendees and staff) and the camp curriculum will be provided to the LPSF Manager no later than Wednesday of the week prior to a new camp session beginning. The total number of Event participants (including Event staff) shall be limited to a maximum of 150.
- c. A roster of Event staff vehicles including make, model, and license plate shall be provided no later than Wednesday of the week prior to a new camp session beginning.
- d. In addition to Event participants, Temporary Event Visitors may be allowed. PERMITTEE shall provide advance notice to LPSF Manager of any additional persons not on the roster entering the Premises. The number of Event Visitors shall not exceed 150 persons total and no such Temporary Event Visitors shall be on the Premises overnight.
- e. Pickup, drop off and Parent Visit Days days will be coordinated with the LPSF Manager so as to avoid unnecessary blockage of Las Posadas road or the entrance to the Fire Station. In an effort to reduce unnecessary vehicle traffic and to conform with the Deed of Conveyance 4H campers will be bussed or shuttled onto the property from a designated meeting location.
- f. PERMITTEE shall not use nails, pins or other metal objects to attach information, directional signs and/or decorations to trees. PERMITTEE shall remove all signs, decorations, road cones, flagging and other Event associated materials by sunset on the last evening of each weekly Summer Camp. Any signage used by PERMITTEE shall be collected and stored at the end of the Events.
- g. PERMITTEE shall make necessary repairs to all LPSF facilities, roads, and other improvements damaged beyond normal wear and use as a result of the Events.
- h. PERMITTEE shall be responsible to obtain any necessary County Health and Safety Permits for operating. PERMITTEE shall maintain a copy of this permit on the Premises at all times the camp is occupied.

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Agreed to this ____ day of _____, 2020:

STATE OF CALIFORNIA

By: _____

Peter C. Leuzinger, RPF #2904
LPSF Manager
P.O. Box 839
Cobb, CA 95426
(707) 928-4378

Date: _____

LAS POSADAS 4-H CLUB CAMP, INC.

By: _____

Las Posadas 4-H Club Camp, INC, Board President

Date: _____

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Consent: By signing below, the following Board Representatives agree on behalf of PERMITEE to ensure that each's respective County Council abides by the terms of this SUP.

By: _____

Date: _____

Camp Board Representative, Alameda County

By: _____

Date: _____

Camp Board Representative, Contra Costa County

By: _____

Date: _____

Camp Board Representative, Marin County

By: _____

Date: _____

Camp Board Representative, Napa County

By: _____

Date: _____

Camp Board Representative, Sacramento County

By: _____

Date: _____

Camp Board Representative, Sonoma County

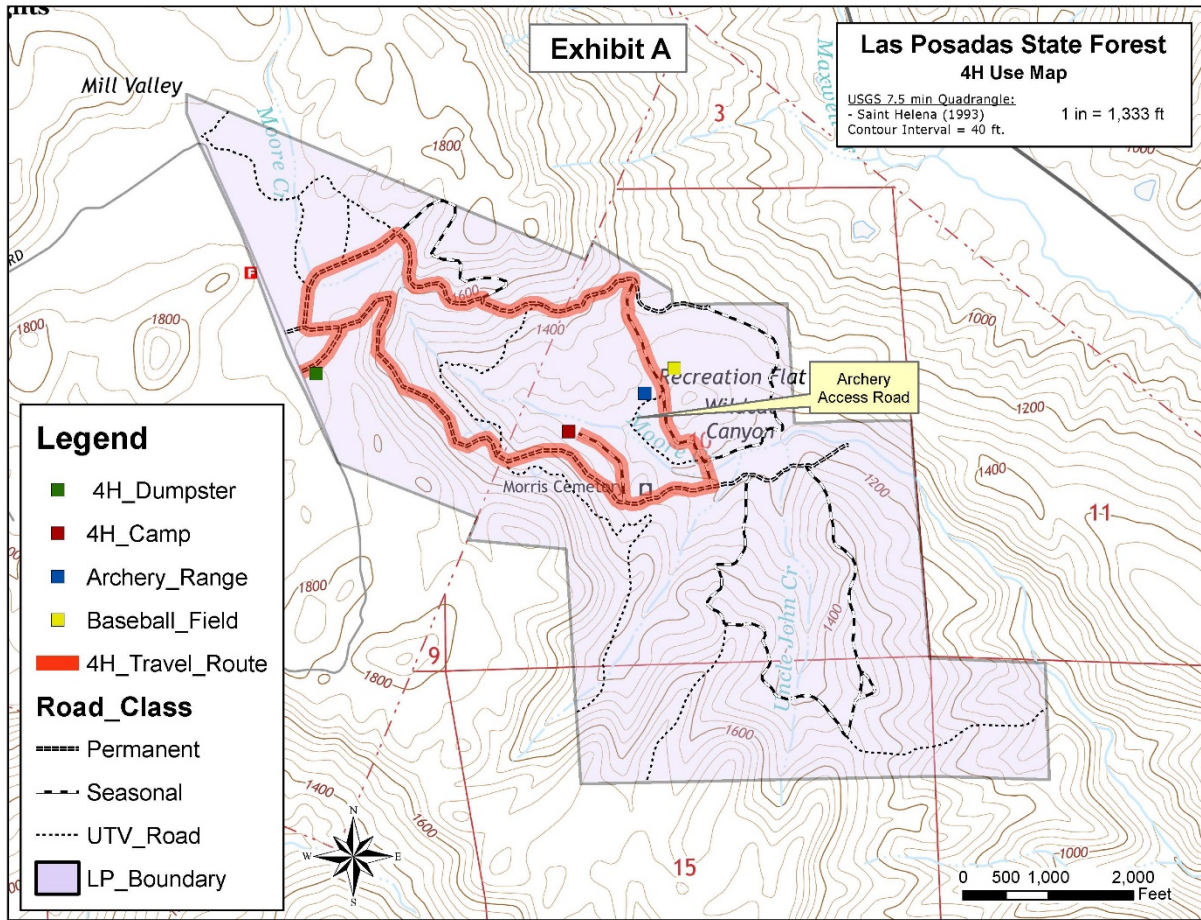


Exhibit A

Los Posadas 4 - H Club Camp Parking Area

