

## License Agreement

This Agreement is dated as of November 15, 2020 and is entered into by and between **The Nature Conservancy**, a District of Columbia non-profit corporation (“**Licensor**”), and the **County of Ventura**, (“**Licensee**”) with respect to the following matters:

A. Licensor is the owner of that certain real property known as Ormond Beach, which is located in Ventura County, California (the “**Property**”), and which is more particularly depicted on the map which is attached hereto as **Exhibit A** (the “**Map**”). The Property possesses significant natural, ecological, scientific, and aesthetic values, and was acquired by Licensor for the purpose of protecting and/or enhancing such values.

B. Licensee desires to conduct certain activities on the portion of the Property identified on the Map as the “License Area” for the purpose of providing health care and support services to the homeless living in and around the Property, and Licensor is willing to provide Licensee access to the Property for such purposes, on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the respective agreements of the parties which are hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Temporary License.** Licensor hereby grants Licensee a temporary, non-exclusive license for the activities permitted under this Agreement, as more particularly described below (the “**License**”), but only in full compliance with all the terms and conditions of this Agreement.

2. **License Term.** The License shall be in effect for a period (the “**License Term**”) beginning on the date of this Agreement and continuing until December 31, 2020, unless sooner terminated or extended under the terms of this Agreement. This License may, upon mutual agreement, be extended for two (2) additional one (1) year periods.

3. **Additional Definitions.** The specific activities which Licensee desires to carry out and for which the License is hereby being granted, are described in **Exhibit B** which is attached hereto. Those specified activities, together with any other activities in carrying out Licensee’s obligations under this Agreement, are sometimes hereinafter referred to as the “**Activities**”. Licensee and the employees, representatives, and agents of Licensee who may be carrying out the Activities from time to time are sometimes hereinafter referred to as “**Licensee’s Personnel**” (whether or not they are actually employees of Licensee). The employees, representatives, agents, and invitees of Licensor who may from time to time also be on the Property are sometimes hereinafter referred to as “**Licensor’s Personnel**” (whether or not they are actually employees of Licensor).

4. **Carrying Out the Activities.** The Activities shall be carried out only in accordance with the following provisions:

(a) **Compliance with Applicable Law and Rules and Regulations.** Licensee shall, at Licensee's sole cost and expense, ensure that the Activities are all carried out in full compliance with all applicable statutes, laws, ordinances, rules, regulations, requirements, orders, and other directives in effect or hereinafter promulgated by any federal, state, or local governmental or quasi-governmental authority having jurisdiction over the Property (in each case, an "**Applicable Law**"), as well as the rules of Licensor for use of the Property which are attached hereto as part of **Exhibit C** (as they may be modified by Licensor hereafter from time to time, by notice to Licensee), except to the extent (if any) that the permitted Activities pursuant to this Agreement explicitly allow deviation from such attached rules.

(b) **At Licensee's Expense.** All Activities shall be carried out entirely at the expense of Licensee. Licensor shall cooperate as reasonably requested in order to allow Licensee to complete the Activities, but shall not be required to incur any expenses of any kind in doing so, unless Licensee agrees to and does reimburse such expenses in full.

(c) **General Conduct of Activities.** Licensee shall ensure that all of the Activities are conducted in a manner which does not adversely affect the natural, ecological, scientific, and/or aesthetic values of the Property. Licensee shall supervise, at all times, all persons carrying out the Activities to ensure that such persons do not adversely affect the natural, ecological, scientific, and/or aesthetic values of the Property, and that they restrict their use of the Property to the Activities and stay within the License Area, with the exception of traveling across the Property to obtain access to the License Area.

(d) **Releases.** Licensee shall ensure that a waiver and release, in the form attached hereto as **Exhibit C** (a "**Release**"), is completed and signed by each person engaged in the Activities, prior to coming onto the Property, and Licensee shall provide Licensor with the original of each Release, in each case no fewer than twenty-four (24) hours before the signatory first enters the Property.

(e) **Fuel and Other Hazardous Materials.** No fuel, oil, petroleum products, or other hazardous materials shall be brought onto, stored, or disposed of in, on, or under any part of the Property in carrying out the Activities, except for fuel or oil contained in appropriate vehicles or containers used in carrying out the Activities, and Licensee shall ensure that all such materials are handled in compliance with all Applicable Laws. If any fuel, oil, petroleum products, or other hazardous materials are for any reason left, released, spilled or otherwise allowed to come onto or contaminate the Property or any adjoining property as a result of the Activities, Licensee shall immediately report any such contamination to Licensor, and shall be solely responsible for the complete clean-up of such contamination and the removal of all contaminated soil from the affected portion(s) of the Property, in full compliance with all Applicable Laws.

(f) **Vehicles, Equipment, and Materials.** Licensee shall be solely responsible for providing, or making arrangements for the use of, appropriate vehicles, equipment, and materials for the Activities. Licensor reserves the right to refuse Licensee permission to bring any particular

vehicles, equipment, or materials onto the Property if Licensor determines, in its sole discretion, that such vehicles, equipment, or materials are inappropriate for use on the Property, and Licensee shall not store any vehicles, equipment, or materials on the Property.

(g) Condition of the Property. Licensee acknowledges that changing conditions at the Property may make any road, trail, or other part of the Property unsafe to use at any given time, particularly in the rainy season, and acknowledges and agrees that it shall be the sole responsibility of Licensee to determine in advance of any Activities if such Activities can be conducted safely. Licensee shall conduct all of the Activities with extreme care and shall ensure the highest possible level of standards of safety during all travel to and from the Property, and during the Activities. The standards of safety shall include, but not be limited to, the ability to evacuate or treat properly any persons engaged in the Activities requiring evacuation or treatment in the event of any medical emergencies, and Licensee shall ensure that there are sufficient first aid supplies during the Activities.

(h) Licensor's Personnel. Licensee acknowledges and agrees that none of Licensor's Personnel who may happen to accompany Licensee's Personnel to the Property shall in any way be, or be construed to be, employees or agents of Licensee, or in any other way connected with supervising, or being in charge of, any of Licensee's Personnel or any of the Activities.

(i) No Liens. In carrying out the Activities, Licensee shall keep the Property free from any and all mechanics' liens, materialmen's liens, suppliers' liens, and other liens of any type, and shall immediately have any such liens which are recorded or otherwise asserted against the Property as a result of any of the Activities removed, whether by payment, bonding, or otherwise.

5. Maintenance. Except as otherwise explicitly stated in this Agreement, Licensor shall have absolutely no obligations of any kind whatsoever to Licensee at or with respect to the Property, whether within the License Area or elsewhere, including (but not limited to), any obligation to maintain any part of the Property itself, any improvements located thereon or leading thereto, any roads located thereon or leading thereto, or any equipment or facilities located thereon or otherwise serving the Property.

6. Indemnification and Release. Licensee shall indemnify and defend Licensor, Licensor's Personnel, and the directors, officers, employees, and agents of Licensor and Licensor's Personnel (in each case, an "**Indemnified Party**") against (with counsel reasonably acceptable to the Indemnified Party in each case), and shall hold the Indemnified Parties harmless of and from, any and all claims, losses, expenses, liabilities, and other damages of any kind or nature whatsoever resulting from, or related in any way to: (a) any breach of this Agreement by Licensee or any of Licensee's Personnel or anyone acting on behalf of Licensee; or (b) any injury to or death of persons, or any damage to or destruction of property, which arises to any extent out of, or is in any way connected with: (i) any use of the Property (whether permitted or otherwise) by Licensee or any of Licensee's Personnel or anyone acting on behalf of Licensee; or (ii) the exercise or failure to carry out of any of the rights or obligations of Licensee under this Agreement; in each case except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. In addition, Licensee hereby releases and forever discharges Licensor and all of the Indemnified Parties of and from any and all claims, demands, actions or causes of action whatsoever which

Licensee may have, or may hereafter have, against the Indemnified Parties arising out of the matter of the entry of Licensee or any of Licensee's Personnel or anyone acting on behalf of Licensee. This is a complete and final release and shall be binding upon the undersigned Licensee and the heirs, executors, administrators, successors and assigns of Licensee and covers all claims arising out of or connected with the use of the Property by Licensee or any of Licensee's Personnel, and Licensee hereby expressly waives any right under or benefit of any law of any jurisdiction whatsoever providing to the contrary.

7. **Insurance.** Licensee shall maintain throughout the term of this Agreement one or more policies of insurance providing the following coverages: (a) commercial general liability insurance for all of its activities and those of its agents and employees, applying to personal injury, bodily injury, and property damage, and including broad form contractual liability coverage, with a combined single limit of liability of not less than two million dollars (\$2,000,000), which shall include coverage for contractual liability specifically covering this Agreement, cross-liability, and fire liability; (b) worker's compensation insurance for all of its employees (if any), in compliance with all Applicable Laws; and (c) comprehensive vehicle liability insurance for owned, non-owned, and hired vehicles, applying to personal injury, bodily injury and property damage, with a combined single limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Each policy of insurance which is required above shall be written on an occurrence basis by an insurer permitted to transact business in the State of California and having a rating in Best's Insurance Guide of at least A-IX (with the carrier and the deductible amount under each policy subject to Licensor's prior written consent, which shall not be withheld unreasonably), and each policy shall include, by endorsement, a clause naming Licensor as an additional insured, a severability of interest clause; and a clause indicating that no additional insured shall, by reason of its inclusion as an additional insured, incur liability to the insurance company for payment of premiums for such insurance. The required insurance may be carried under one or more blanket or umbrella policies, or through self-insurance.

8. **Default.** Licensee shall be in default under the terms of this Agreement in any of the following cases: (a) if Licensee fails to comply with the insurance requirements of this Agreement, and does not cure that default within three (3) days after notice is given to Licensee of such failure; or (b) Licensee or any of Licensee's Personnel or anyone acting on behalf of Licensee shall violate any of the other terms of this Agreement. Upon the occurrence of any such default, without prejudice to Licensor's right to pursue any and all other remedies which Licensor may have under this Agreement or any Applicable Laws, Licensor may, but shall not be obligated to, terminate this Agreement. Should Licensor elect so to terminate this Agreement, then Licensee shall have no further right to utilize the Property following the giving of written notice of such termination by Licensor.

9. **Non-Exclusive License.** The License granted by this Agreement is non-exclusive and does not create for Licensee or any of Licensee's Personnel or anyone acting on behalf of Licensee any possessory, leasehold, or other occupancy rights at or to any part of the Property. Licensor reserves the right to use, and to permit others to use, all parts of the Property at any time during the term of this Agreement, and Licensee shall cooperate in good faith with any contemporaneous use of the Property by Licensor or others. Licensor shall give Licensee reasonable advance notice of any restrictions on Licensee's use of the Property during the period of any contemporaneous use of portions of the Property by Licensor or others, including (but not

limited to) any time when Licensor may undertake prescriptive burning or similar activity on the Property, and Licensee shall be bound by such restrictions as if they were part of this Agreement.

10. **Interpretation of Agreement.** The terms of this Agreement are intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitute the complete and exclusive statement of its terms, and that no extrinsic evidence of any kind which contradicts the terms of this Agreement may be introduced in any proceedings (judicial or otherwise) involving this Agreement, except for evidence of a subsequent written amendment to this Agreement. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes, despite the fact that not all of the parties are signatories to the same counterpart. All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. All exhibits attached to and referred to in this Agreement are hereby incorporated into this Agreement. The headings of the various paragraphs and subparagraphs of this Agreement are intended solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement. Time is of the essence in the performance of each of the obligations of Licensee under this Agreement, but no failure of Licensor to insist upon the timely performance of any such obligation shall constitute a waiver of the right to require performance of such obligation, or act as a waiver of the right to require the performance of any other obligation of Licensee.

11. **Assignment.** The rights, obligations, and interest of Licensee under this Agreement shall not be assignable or delegable, in whole or in part, to any other person or entity. Any attempt to assign or delegate any of such rights, obligations, or interest by Licensee shall be void, and shall, at the option of Licensor, terminate this Agreement. The rights and obligations of Licensor under this Agreement shall be assignable and delegable, at the sole discretion of Licensor, to any other person or entity holding an interest in or managing the Property. Subject to such restrictions, the terms and conditions of this Agreement shall apply to and bind, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

12. **Notices.** Except as otherwise provided in this Agreement, any notice, demand, request, consent, or approval of any kind that any party to this Agreement desires or is required to give to or make on another party under or in connection with this Agreement (in each case, a “Notice”) shall be given or made as follows:

(a) Each Notice shall be in writing and shall be served upon the party being addressed at the most recent address(es) which the addressed party has provided for such purposes under this Agreement, by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; or (iii) by Federal Express or other reputable “overnight” delivery service, provided that next-business-day delivery is requested by the sender.

(b) If delivered in person, a Notice will be deemed given immediately upon delivery (or refusal of delivery or receipt). If sent by certified mail, a Notice will be deemed given on the earlier to occur of the date of actual delivery (or first attempted delivery) or the third day after being deposited in the mail. If sent by Federal Express or other reputable “overnight” delivery service, a Notice will be deemed given on the next-business-day after being deposited with the delivery service.

(c) Subject to such right to change their addresses, the parties initially designate the following addresses and fax numbers to be used for Notices sent to them:

If to Licensor:

The Nature Conservancy  
Attn: Legal Department  
201 Mission Street, 4<sup>th</sup> Floor  
San Francisco, CA 94105

and to:

The Nature Conservancy  
Attn: Kat Selm, Stewardship Associate  
532 E. Main St., Suite 200  
Ventura, CA 93001

If to Licensee:

Ventura County Health Care Agency  
Attn: William Foley, Director  
800 S. Victoria Ave.  
Ventura, CA 93009

**13. Intentionally Left Blank.**

14. **Survival of Representations and Obligations.** The representations, warranties, covenants, agreements, and obligations of the parties which are set out in this Agreement (including, but not limited to, any indemnification obligations) shall remain in full force and effect after the expiration or termination of this Agreement, with respect to all matters occurring or accruing before such expiration or termination, in each case until and unless there is a waiver or release of such representation, warranty, covenant, agreement, or obligation by the beneficiary thereof.

15. **Invalidity.** If any provision of this Agreement, or the application thereof to any person(s) or circumstance(s), shall to any extent be held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction: (i) neither the remainder of this Agreement nor the application of such provision to any person(s) or circumstance(s), other than those as to whom or which it is held to be invalid or unenforceable, shall be affected thereby; (ii) this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained in this Agreement; and (iii) every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. If any provision is so stricken from this Agreement, the parties agree to negotiate in good faith any modifications that may be required to effectuate the intent of this Agreement.

16. **Authorization.** Each party to this Agreement which is a corporation or other entity warrants to the other that it is duly organized, is validly existing, and is (where required) qualified to do business in the State of California, and that it has full right and authority to enter into and consummate this Agreement and all related documents. Each person executing this Agreement on behalf of another person or entity, or as an officer, partner, member, or other representative or agent of such other person or entity, hereby represents that the execution of this Agreement has been duly authorized by the party on whose behalf the person is executing this Agreement.

17. **Intellectual Property Issues.** Licensor owns certain marks, namely the trademark, service mark, and collective membership mark “The Nature Conservancy” and the various versions of the Oak Leaf design used by Licensor. Licensee recognizes and acknowledges the ownership of such marks by Licensor, and the validity of those marks and every registration thereof. Licensee shall not at any time use, nor permit the use of, any of such marks, or Licensor’s name, logo, and/or any other property of Licensor, in connection with any materials, advertising, product, or service of any kind, whether with respect to the Activities or otherwise, without the explicit prior written consent of Licensor, which Licensor may withhold in its sole and absolute discretion. Any and all reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced by Licensor to which Licensee may be given access with respect to the Activities are and shall remain the exclusive property of Licensor, and Licensor retains all copyright and other rights thereto. Such materials and data may be used by Licensee only with the prior written consent of Licensor, and any use of such materials or data will include an acknowledgment that the materials or data are the property of Licensor.

18. **Tax Consequences of Agreement.** The parties intend by executing this Agreement to create a contract which does not cause Licensor to be subject any local, county or state taxes or assessments, or to the unrelated business income tax of Sections 511 through 515 of the United States Internal Revenue Code of 1986, as amended (the “Code”). The parties also intend that the execution of this Agreement shall not disqualify Licensor as a Section 501(c)(3) organization as described in the Code. If any provision of this Agreement would cause Licensor to be subject to any local, county, or state taxes or assessments, or the unrelated business income tax, or to disqualify Licensor as a Section 501(c)(3) organization, such provision shall be stricken from this Agreement, but such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision is so stricken from this Agreement, the parties agree to negotiate in good faith any modifications that may be required to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Licensors:**

**The Nature Conservancy,**  
a District of Columbia nonprofit corporation

**Licensee:**

**The County of Ventura**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

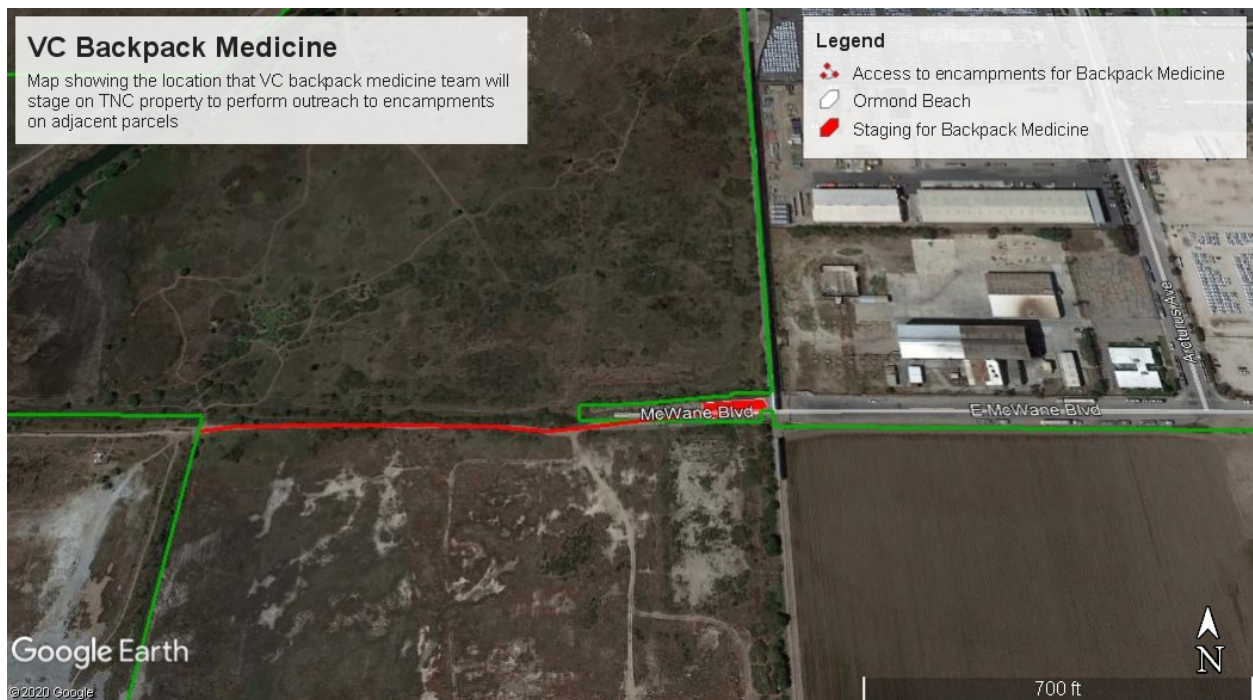
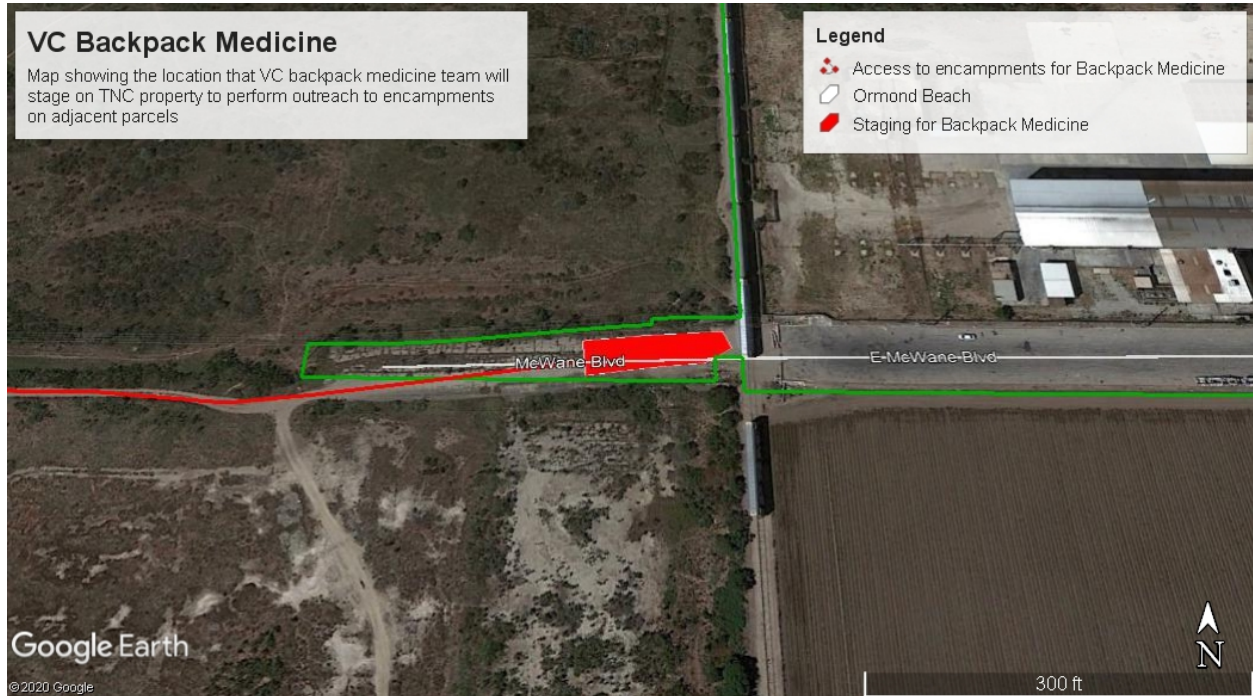
Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A

### Maps Showing Property and License Area



## Exhibit B

### Description of Licensed Activities

Licensee will be providing health care services to homeless individuals occupying adjacent properties and the License Area. The services may include addiction treatment and recovery services, health screenings and vaccines, counseling services, housing and shelter placement services, and provision of toiletries, clothing, and meals.

These services will be provided from a Mobile Medical unit which is a full medical clinic on wheels housed in a recreational vehicle with a generator, and mobile shower units built within a retrofitted shipping container that will be hooked up to the fire hydrant for fresh water supply and sewer drain for gray water disposal. Self-contained porta-potties and hand-washing stations will be delivered and retrieved the day of each event.

Licensee will set up the Mobile Medical Unit and mobile shower units every other Monday or alternate dates as agreed by Licensor and Licensee through the Term of this Agreement.

Exhibit C



**LIABILITY RELEASE AND  
WAIVER**

**Activity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

In consideration of receiving permission from The Nature Conservancy or its affiliated organizations ("TNC") to participate in the trip, tour, program, course, or activity listed above (the "Activity"), I agree as follows:

I understand that the Activity may involve unavoidable risks, and that difficult and dangerous conditions or unanticipated hazards may be encountered. I also understand that accidents or injuries may occur in locations or circumstances where medical attention is not readily available and that TNC cannot guarantee availability or quality of emergency medical services. I am unaware of any reasons why I would physically be unable to participate safely in the Activity. While on the Activity and traveling to and from the Activity, I agree to take all reasonable precautions to avoid injury to myself and others and to avoid damaging property, habitat, or wildlife.

I ACKNOWLEDGE THAT TNC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SAFETY OF THE ACTIVITY, THE SAFETY OF NATURAL CONDITIONS AND WILDLIFE, THE SAFETY OR CONDITION OF ANY PLACE WHERE THE ACTIVITY IS LOCATED, OR THE SAFETY OR CONDITION OF ANY EQUIPMENT OR MATERIALS PROVIDED BY TNC IN CONNECTION WITH THE ACTIVITY. I AGREE TO PARTICIPATE IN THE ACTIVITY ENTIRELY AT MY OWN RISK AND TO ASSUME ALL ASSOCIATED LOSSES AND LIABILITIES.

I further agree to release TNC, its officers, directors, employees, volunteers, and agents, from any and all liability for any injury or damage to me or any other person or property, or for my death or the death of any other person which may occur in connection with the Activity or my participation or during my presence on or travel to or from the Activity. I intend this release to be effective, to the maximum extent permitted by applicable law, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery. For myself, my estate and personal representative, my heirs and assigns, I agree (1) to make no claim, nor to institute any suit, action or proceeding against TNC or its officers, directors, employees, volunteers, or agents relating to any accident, incident or occurrence in connection with the Activity or my participation, or during my presence on or travel to or from the Activity and (2) to indemnify, defend and hold harmless TNC and its officers, directors, employees, volunteers and agents from any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses (including, without limitation, litigation costs and attorneys' fees), to the extent arising from any injury or damage to me or any other person or property, or from my death or the death of any other person in connection with the Activity or my participation, or during my presence on or travel to or from the Activity. Notwithstanding the foregoing, nothing herein shall be deemed to waive or release TNC from any liability to the extent such waiver or release would be void against public policy.

I understand that TNC and/or its agents may take photos, videos or other recordings (altogether, "Recordings") of the Activity, including my participation. I hereby grant TNC a royalty-free, fully paid-up, worldwide, perpetual and irrevocable right to reproduce, distribute copies of, publicly perform, publicly display, publish, broadcast and exhibit in any and all languages and by and through any and all means (whether existing now or in the future, including digitally and via the Internet) my voice, performance, name and/or likeness as embodied in the Recordings or any portion thereof, either alone or as part of any collective works, exhibits, programs, websites, blogs, reports, marketing materials or other publications produced by or on behalf of TNC.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND TNC, AND I SIGN IT OF MY OWN FREE WILL.

If I am signing below as the parent or legal guardian of a minor child, I hereby agree to the above terms individually myself and on the minor child's behalf. I further agree that I will be responsible either for personally supervising the minor child for the duration of the Activity or for making arrangements for supervision of the minor by another responsible adult.

**Participant Signature**

Printed Name \_\_\_\_\_

**Signature of Parent/Guardian (if Minor\*) on behalf of self and minor**

Address: \_\_\_\_\_

**Emergency Contact Info**

Name \_\_\_\_\_

Relationship to Participant \_\_\_\_\_

Phone Number \_\_\_\_\_

Address: \_\_\_\_\_

**\*Names and Ages of Minors:** \_\_\_\_\_**TNC California Preserve COVID-19 Instructions for Visitors**

The Nature Conservancy is committed to the health and safety of its staff, partners and the communities it serves. In order to minimize COVID-19 transmission risk for all staff and visitors at our preserves, we kindly ask that you carefully read the following COVID-19 instructions for visitors.

**Before your visit:**

- All visitors will be required to complete a 3-question COVID-19 screening prior to their visit to monitor for potential exposure to COVID-19.
- If at any point in time after completing the 3-question COVID-19 screening, you develop any [COVID-19 symptoms](#) or have reason to believe you've been exposed to COVID-19, you must notify Preserve staff immediately to reschedule your visit.
- Plan to bring hand sanitizer, a face covering, all food and water, and anything else you may need for the duration of your visit.

**Day of your visit:**

- Self-monitor for COVID-19 symptoms prior to traveling to the Preserve and notify Preserve staff if you feel at all unwell.
- Bring hand sanitizer, a face covering, all food and water, and anything else you may need for the duration of your visit.
- All visitors are asked to minimize exposure risk to COVID-19 during transportation to the Preserve by traveling in their own vehicle to the Preserve. Please do not carpool with anyone that is not a part of your household or family unit.

**During your visit:**

- All visitors will be required to maintain physical distance of at least 6 feet from all other Preserve users (except those that are a part of your household or family unit) including TNC staff.
- All visitors will be required to wear a face covering indoors if using shared facilities with other Preserve users (except those that are a part of your household or family unit). When outdoors, face coverings are recommended when physical distancing cannot be maintained,

however briefly.

- Only enter and use the facilities that have been assigned to you by Preserve staff.
- Follow all instructions, written or verbal, provided by on-site Preserve staff.
- Notify Preserve staff immediately if you start to feel at all unwell.

**After your visit:**

- Contact Preserve staff if, within 14 days of visiting, you experience any COVID-19 symptoms or if you or anyone you are in close contact with is confirmed or presumed positive for COVID-19.

Thank you for your attention and cooperation in minimizing risk to the health and safety of all our preserve users. We are looking forward to your visit.

I certify that I have read, understood, and agree to follow all COVID-19 instructions for visitors detailed in this document.

Signature: \_\_\_\_\_

## Schedule 1

### Rules for Use of the Site

The Site is very remote and undeveloped, with few if any safety or communications facilities available to visitors. The Site is an ecological reserve, used for research, natural studies, and resource management. There are a wide array of plants and animals at the Site, some of which are not found elsewhere and may be unique in the world, so the introduction of other animals, rabies, insects, plants, etc., could be extremely detrimental to the flora and fauna at the Site. The following rules have therefore been promulgated by Licensor for the Site:

- (1) No smoking or building of fires of any type is allowed at the Site for any reason, due to fire danger.
- (2) No cooking or other preparation of any food is allowed at the Site, although the consumption of previously prepared food and drinks is allowed at the Site, provided that all trash resulting from such activity is completely removed from the Site (and then disposed of properly elsewhere).
- (3) No firearms or other weapons are allowed to be brought onto, discharged, or used at the Site.
- (4) No plants, seeds, or cut flowers, and no animals or pets of any kind (including, but not limited to, cats and dogs) are allowed to be brought onto the Site.
- (5) No camping is allowed anywhere at the Site, no sleeping bags or other camping equipment is allowed to be brought to or used at the Site, and no erection of any tents or other structures is allowed at the Site, whether they are temporary or otherwise.
- (6) No collecting, trapping, killing, or other harming or molestation of any animal or bird life at the Site, or any fish or other animals in any waters at or adjoining the Site, is allowed.
- (7) No cutting down, injury, picking of, collection of, or other disturbance of any trees or other plants or vegetation is allowed at the Site, whether or not the plants are living or dead.
- (8) No collection of souvenirs or specimens of anything found at the Site may be disturbed or taken from the Site, nor is any digging in any Indian mounds or other architectural remains located at the Site allowed.
- (9) No mountain bikes or other vehicles of any kind (motorized or non-motorized) are allowed to be brought onto or used at the Site except to transport yourself to the Site on established roads.
- (10) No item(s) brought to the Site are allowed to be left at or adjoining the Site, including (but not limited to) garbage or food.
- (11) No entry into buildings or other structures at the Site or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the Site is allowed.
- (12) No publishing, publicizing, or making any commercial use of any information or data collected, or photographs taken, at, of, or from the Site, or otherwise regarding the Site, is allowed.
- (13) No driving through or parking over herbaceous vegetation.
- (14) The speed limit at the Site is 10mph.
- (15) Close and lock gates regardless of whether opened, closed/locked, or closed/unlocked when entering the Site. You must keep all gates locked while working on the Site.
- (16) No dumping, burying, or leaving refuse is permitted at the Site.

I have read and agree to the above rules: \_\_\_\_\_