

REVOCABLE NON-EXCLUSIVE LICENSE TO USE

Date: _____

Licensor: Port of Skamania County a Washington municipal corporation ("Licensor")

Licensee: Gorge Canoe Club, an Oregon Corporation

Licensor hereby grants to Licensee a revocable non-exclusive license (this "License") to use the real property (the "Premises") consisting of a designated area as shown in Exhibit A in Beverly's Park for the placement of one (1) shipping container as a storage unit for one (1) 40' canoe. The Premises are licensed to Licensee for a term (the "Term") for a six month to six month term with a three month advanced notice to vacate the site.

Licensor and Licensee agree as follows:

1. Use: Canoe Storage Unit

Licensee may use the Premises in for the purpose of storage, and for no other purpose, which consent shall be at Licensor's sole discretion. Access to the site will not be controlled by Licensor. Licensee shall not do or suffer any waste or damage, disfigurement, or injury to the Premises. Licensee shall comply with all applicable federal, state, and local laws, rules, regulations, and orders, including environmental protection requirements ("Environmental Requirements") regarding hazardous materials ("Hazardous Materials"). Without limiting the foregoing, Licensee shall also comply with all applicable rules and regulations of the Port regarding the Premises and any activity conducted thereon. Licensee shall keep the Premises free of all liens as a result of Licensee's use of the Premises. Licensee shall maintain the Premises in good condition during the Term and shall clean up and remove all waste and other items from the Premises at or before the end of the Term.

2. Licensor's Exculpation and Indemnity

Licensor shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or any injury or damage to the Premises or to any property, whether belonging to Licensee or to any other person, from any cause whatsoever, except to the extent caused by the gross negligence or intentional misconduct of Licensor. All items and vehicles used or placed on the Premises and all vehicles used or placed on the Premises, except for items or vehicles used or placed on the Premises by Licensor or users other than Licensor are at the sole risk of Licensee, its employees, agents, representatives, licensees, invitees, and guests, it being expressly agreed and understood that Licensor has no duty to insure any of the same, and that Licensor is not responsible for the protection or security of the same. Licensor shall have no liability whatsoever for any property damage or personal injury which might occur on the Premises as a result of or in connection with Licensee's use of the Premises or access to and from the public street, except to the extent caused by Licensor's gross negligence or intentional misconduct. Licensee hereby agrees to defend, indemnify and hold Licensor and its commissioners, officers, employees, agents, and representatives harmless from and against any and all costs, claims, expenses, actions, liabilities, damages, penalties, judgments, fines, enforcement actions, and causes of action which Licensor may incur in connection with or arising out of the use of the Premises by Licensee or its employees, agents, representatives, sublessees, licensees, invitees, visitors, and guests, except to the extent caused by the gross negligence or intentional misconduct of Licensor. In case any action or proceeding is brought against Licensor by reason of any such claim, Licensee upon written notice from Licensor shall, at Licensee's expense, resist or defend

3. Use by Other Parties

Licensee acknowledges that its use of the Premises is non-exclusive and that Licensor and other persons may be using the Premises during the Term of this License. Licensee's use under this License shall not unreasonably disturb the use and occupancy of the Premises (spectators are welcome and encouraged to visit the site when occupied by Gorge Canoe Club members) by the above-mentioned parties.

4. Miscellaneous

With respect to any dispute relating to this License, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith including (without limitation) deposition and expert fees and costs incurred in creating exhibits and reports, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. This License contains the entire agreement between the parties with respect to this License and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Licensee and Licensor that there are no verbal agreements, representations, warranties, or other understandings affecting this License. This License shall be governed by, and construed in accordance with, the laws of the State of Washington. Any and all actions and proceedings related to this License shall be filed and held in Clark County, Washington. Subject to the limitations expressly set forth herein, the covenants and agreements contained in this License shall bind and inure to the benefit of Licensor, its successors and assigns, and Licensee, its successors and assigns.

IN WITNESS WHEREOF, Licensee and Licensor have caused this License to be executed by their duly authorized officers.

Licensor: Port of Skamania County

Pat Albaugh, Executive Director

Licensee: Gorge Canoe Club
