

LANDOWNER AGREEMENT

This Entry (this “Agreement”) is made and entered into on _____ (“**DATE**”),
by and between _____ (“**OWNER**”)
and the Napa Communities Firewise Foundation (“**NCFF**”).

RECITALS

A. Owner is the owner of the certain real property located in the County of Napa, State of California (“**PROPERTY**”), more particularly described as: APN _____ (“**PARCEL**”),
_____ (“**ADDRESS**”).

B. 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 (CWPP) (the “**PROJECT**”).

C. 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.

NOW, THEREFORE, the parties agree as follows:

1. License to Enter. Owner hereby grants to NCFF and its subcontractors, and its and there their agents, employees and representatives (collectively, “**AUTHORIZED PERSONNEL**”), a license to enter on the Property for the purpose of performing activities related to the Project, including, without limitation, site visits, fuel mitigation, and other work in and around the Property for the purposes of conducting vegetation management tasks (“**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. Owner warrants to NCFF that Owner has the authority to grant access to the Property as described herein.

2. Term. This Agreement shall begin upon execution by both parties and, unless earlier 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 and (ii) **December 31, 2024.** 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.

3. 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. 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.

4. 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 gross 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.

5. 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.

6. 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 special, incidental, indirect or consequential damages that arise out of, relate to, or are otherwise attributable to this agreement or the performance or non-performance of duties hereunder.

7. 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 on the signature page of this Agreement or such other address as may be furnished in writing by a party, 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.

8. Miscellaneous. This Agreement may not be modified or amended except by a writing executed by all parties. 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. 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. The Agreement shall be governed by the laws of California. 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.

(Signature Page Follows)

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

OWNERS(s):

[Name]

[Signature]

[Date]

[Name]

[Signature]

[Date]

Address for Notices:

Email(s) for Notices:

Phone Number (s) for Notices:

NCFF:

NAPA COMMUNITIES FIREWISE
FOUNDATION

Gretchen E. Hayes,
Executive Director


[Signature]

2/15/2022
[Date]

Address for Notices:

Napa Communities Firewise Foundation
PO Box 440B
St. Helena, CA 94574
Attn: Executive Director
Email: info@napafirewise.org
(925)980-2829