

RIGHT OF ENTRY PERMIT

DUE DILIGENCE

AGENCY:

PROJECT:

FILE:

This RIGHT OF ENTRY PERMIT is made and entered into this _____ day of _____, 2009, between the STATE OF CALIFORNIA, acting by and through its DIRECTOR OF THE DEPARTMENT OF GENERAL SERVICES, hereinafter called STATE, _____, its employees, agents and contractors, hereinafter called PERMITTEE,

STATE hereby gives permission to PERMITTEE to enter upon those STATE lands as described in the attached Exhibit "A", for the purpose of performing due diligence studies, tests and inspections specific to PERMITTEE'S intention to purchase said property.

This Right of Entry is subject to the following terms and conditions:

1. PERMITTEE'S entry onto said property shall be allowed by STATE only upon STATE'S execution of this PERMIT.
2. This RIGHT OF ENTRY is subject to existing contracts, leases, licenses, encumbrances and claims which may affect said property.
3. PERMITTEE waives all claims against STATE, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this PERMIT, and PERMITTEE agrees to indemnify, defend, protect, and hold harmless STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by STATE, third parties, PERMITTEE, PERMITTEE'S agents or contractors, or any lessee(s), caused by, arising out of, or in any way connected with exercise by PERMITTEE of the rights hereby granted, except those arising out of the sole negligence of STATE. PERMITTEE shall be solely responsible and liable for any damage to equipment, personal property, real property, or persons caused by, arising out of, or in any way connected with the exercise of the rights hereby granted to PERMITTEE.
4. STATE reserves the right to use said property in any manner, provided such use does not unreasonably interfere with PERMITTEE'S rights herein.
5. This RIGHT OF ENTRY PERMIT shall only be for the period beginning on the above date and ending on the --- day of -----, 200--.
6. Access to said property shall be as designated by STATE.
7. In making any entry, work, or excavation on said property of STATE, PERMITTEE shall make the same in such manner as will cause the least injury to the surface of the ground around such entry, work, or excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such entry, work, or excavation as is practical. All such work and any other work conducted or materials furnished with respect to the property by and for PERMITTEE shall be paid for by PERMITTEE. In the event PERMITTEE fails to leave the property in the condition it was prior to such entry, work or excavation, STATE may restore property to its original condition and all costs of such restoration shall be paid by PERMITTEE upon demand by STATE.
8. PERMITTEE shall have sole responsibility for obtaining all city, county, state, and federal authorizations necessary to enjoy this RIGHT OF ENTRY PERMIT.

9. PERMITTEE agrees to pay for all work performed while exercising its rights found herein.
10. Provision of the temporary rights found herein to PERMITTEE by STATE does not imply intent by STATE nor does it bind STATE to enter into any subsequent agreements with PERMITTEE.
11. PERMITTEE shall furnish a certificate of insurance issued to STATE with amounts of Commercial General Liability of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and Fire and Legal Liability of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) naming the STATE of California, its officers, agents and employees as additional insured. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of A- or better.

It is agreed that STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this provision. 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 term of this PERMIT.

In the event that said insurance coverage expires or is terminated at any time or times during the term of this PERMIT, PERMITTEE agrees to provide STATE at least thirty (30) days prior to said expiration or termination date, a new certificate of insurance evidencing insurance coverage as provided for herein

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 it may have, immediately terminate this RIGHT OF ENTRY PERMIT upon the occurrence of such event.

If PERMITTEE is self-insured, PERMITTEE shall provide STATE with written acknowledgement of this fact at the time of the execution of this PERMIT. PERMITTEE shall thereafter, provide STATE with a written acknowledgement of the continuation of its self-insured status upon renewal of said policy if said renewal period occurs during the term of this PERMIT specified herein. If at any time after the execution of this PERMIT, PERMITTEE abandons its self-insured status, PERMITTEE shall immediately notify STATE of this fact.

12. This agreement may be executed in one or more counterparts, any one or all of which shall constitute but one agreement. Facsimile signatures shall be considered and treated as original signatures. Document originals shall be returned to STATE by PERMITTEE within 5 days.
13. PERMITTEE shall comply with all California laws and regulations while exercising its rights found herein.
14. Entry upon said lands of STATE by PERMITTEE for the purposes stated herein shall constitute acceptance by PERMITTEE of all terms and conditions of this RIGHT OF ENTRY PERMIT.

<p>STATE OF CALIFORNIA Department of General Services</p> <p>By _____</p> <p>Title _____</p>	<p>SAN MARCOS UNIFIED SCHOOL DISTRICT</p> <p>By _____</p> <p>Title _____</p>
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GENERAL TEMPLATE