

**REVOCABLE LICENSE FOR USE OF PROPERTY
GRANTED TO
U.S. DEPARTMENT OF VETERANS AFFAIRS
BY
Readjustment Counseling Service
Mobile, AL
#741**

THIS LICENSE is entered by and between Baldwin County Commission ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at 22251 Palmer Street, Robertsedale, AL 36567 (the "Premises"), as more fully described in Paragraph 1 below. The Licensor and Licensee are collectively referred to in the License as "Parties" and severally, as a "Party."

1. Use. Licensor hereby grants to Licensee, a License to enter upon and use the Premises, and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of providing eligible Veterans and their families no cost readjustment counseling services and case management support, i.e. family counseling, substance abuse, housing assistance, employment referrals, etc. The Premises shall consist of small conference room available for the hours of 8am-4:30pm.

Licensor agrees to issue this license in an effort to implement its commitment to work with the Licensee to help eligible war veterans and their family members receive supportive readjustment counseling and benefits assistance, i.e. employment referrals, referrals for health care, etc.

Licensor agrees it is responsible for maintaining the Premises that the Licensee will use during the term of the License, as provided in Paragraph 2 below. During the term of the License, the Licensee shall not make any improvements or modifications to the Premises.

2. Term. This License shall commence on 5/2/2023 (the "Effective Date") and shall expire on 5/2/2024; no later than one year from such Effective Date. This License may be revoked at will at any time by the Licensor upon advance notice within 30 calendar days, pursuant to the notification terms of Paragraph 10 of this License. Licensee may end its use of the Premises under this License at any time and notify the Licensor accordingly.

3. Costs and Fees. Licensee shall pay no costs or fees for its use of the Premises.

4. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Premises, whether or not of record. To the best of the Licensor's knowledge, Licensor is possessed of the right to grant this License and there currently exists no condition that would adversely affect the Licensee's ability to use the Premises for the purposes described herein. While on Licensor's property, Licensee shall comply with applicable Licensor policies and rules, including required health and safety measures and restrictions on smoking, alcohol, controlled substances, and weapons.

5. No Transfer or Assignment. Neither Party may assign its rights under this License to any other person or entity, except and to the extent the Parties in their respective sole discretion may otherwise agree in writing. Any attempt to transfer or assign this License shall be grounds for immediate revocation.

6. Permits and Regulations. Licensor shall be responsible for securing any required approvals, permits, and authorizations for the Premises from any federal, state or local agencies and shall comply with all applicable laws and regulations with respect to the physical condition of the Premises.

7. No Interference. During the term of the License, neither Party shall interfere with the other Party's normal operations and activities. Both Parties shall conduct their respective activities in a manner to minimize risk of injury or inconvenience to the other Party's employees, students, agents, and invitees, or damage to the Premises.

8. No Partnership or Joint Venture. This License does not create a partnership or joint venture between Licensor and Licensee, nor shall it be construed to mean that either Party agrees to assume liability for the acts or omission of the other Party. Nothing herein shall be construed to mean that any employee of Licensee is an agent or employee of Licensor.

9. Severability. If any provision of this License shall be held to be invalid or unenforceable for any reason, (i) the remaining provisions shall continue to be valid and enforceable; or (ii) if by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

10. Notice. All notices and communications given under this License shall be provided as follows:

If to Licensor:

Baldwin County Commission Chairman
ATTN: Administration Department
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

If to Licensee:

U.S. Department of Veterans Affairs, Readjustment Counseling Service
Theresa Blevins
251-478-5906
Theresa.blevins@va.gov

11. Liability. The liability, if any, of the Licensee for property damage, or personal injury or death, arising from Licensee's use of the Premises, shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680).

12. Insurance. The Parties recognize and agree that the Licensee is an entity of the United States Federal Government and is thereby a self-insured entity.

13. Valid License and Authorization to Enter into License. The Parties hereto represent and warrant that this License is validly entered, and that the persons signing below are authorized to enter in this License on behalf of the Party hereto represented by such person. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

14. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

LICENSOR:

By: Baldwin County Commission

By (Sign) _____

Its: Baldwin County Commission Chairman

LICENSEE:

U.S. Department of Veterans Affairs, Readjustment Counseling Service

By: Vet Center Director

By (Sign) _____

By: Deputy District Director

By (Sign) _____

CERTIFICATION OF AUTHORIZATION

I, Charles F. Gruber, certify that I am the Chairman of Baldwin County Commission named as Licensor in the license and that I am duly authorized to sign for and on behalf of Baldwin County Commission by authority of its governing body, and am acting within the scope of its corporate powers.

BY:

Name: Charles F. Gruber

Signature: _____

Title: Baldwin County Commission Chairman

READJUSTMENT COUNSELING SERVICE
NO COST REVOCABLE LICENSE DATA TRACKING FORM

General	
VISN/NCO	
District	
Zone	
Vet Center Number	
Vet Center Name	
Total Square Footage	
Start/Signed Date	
Expiration Date	
Licensee CAP Address	
Licensors	
Licensors Business Name	
Address	
POC Name	
Phone Number	
Email	
Notes/Comments	