

ACCESS AGREEMENT

This Access Agreement (hereinafter, Agreement), entered into this _____ day of _____, 2009, by and between _____, (hereinafter, APPLICANT), and _____, (hereinafter, LANDOWNER), is for the purposes of allowing APPLICANT to enter onto LANDOWNER'S property in accordance with the following terms and conditions:

LANDOWNER agrees to grant to APPLICANT the right to enter onto LANDOWNER'S real property (hereinafter, Property) situated at _____ for purposes of conducting non-destructive evaluations, tests, studies, and analyses.

APPLICANT, in consideration of the foregoing right of access, the sufficiency of which is hereby acknowledged, agrees to comply with the following:

1. APPLICANT shall indemnify and hold harmless LANDOWNER from all resulting liability, claims, demands, damages, expenses (including reasonable attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with third party claims against LANDOWNER), and costs resulting from any cause whatsoever, including without limitation any neglect or other wrongful conduct on the part of LANDOWNER, whether such alleged wrongdoing on the part of LANDOWNER is active or passive negligence in nature, arising from or connected with APPLICANT'S entry onto LANDOWNER'S Property as described herein. Further, APPLICANT shall repair any and all damage arising from APPLICANT'S investigation or other conduct occurring on or related to APPLICANT'S entry onto LANDOWNER'S Property. APPLICANT shall defend and protect LANDOWNER from liability for any injuries to persons or property occurring during any activity, investigation or work done on LANDOWNER'S Property. APPLICANT'S obligations under this paragraph shall survive the termination of this agreement.

2. APPLICANT shall, upon execution of this Agreement, procure and/or maintain, at its sole expense, the following insurance coverage:

a. Workers' compensation, temporary disability, and other similar insurance required by State or Federal law with sufficient coverage to compensate any and all employees of APPLICANT, as required by State or Federal law;

b. Commercial general liability insurance providing coverage for premises, operations, independent contractors, products/ completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract, with limits of liability not less than \$1,000,000 for any occurrence; and

c. Business automobile liability insurance providing coverage arising out of any auto (including owned, hired and non-owned autos), and must provide coverage for bodily injury and property damage with minimum limits of \$1,000,000 each accident.

d. APPLICANT hereby waives and will cause its insurers to waive all rights of subrogation that APPLICANT or its insurers may have against LANDOWNER, LANDOWNER'S agents or LANDOWNER'S employees.

e. All insurance policies required under this agreement (except workers' compensation) must name LANDOWNER, LANDOWNER'S agents, and LANDOWNER'S employees as additional insureds. Such coverage shall be primary, and any other insurance carried by LANDOWNER will be excess only and will not contribute with insurance that APPLICANT is required to provide pursuant to this Agreement.

f. No policy of insurance issued pursuant to this section shall be cancelled without ten (10) days written notice to LANDOWNER.

3. APPLICANT, including its principals, agents, employees, and representatives agrees that it will not make a claim against, sue or otherwise attempt to recover any damages resulting from injury, death, or damage resulting from the negligence or other conduct, howsoever caused by LANDOWNER, LANDOWNER'S agents, or LANDOWNER'S employees and hereby releases LANDOWNER, LANDOWNER'S agents, and LANDOWNER'S employees from all actions, claims, or demands that it, its assignees, heirs, distributees, guardians, and legal representatives may now have or may hereafter have for any such injury, death or damage resulting from APPLICANT'S entry onto LANDOWNER'S property, including any and all related activities, and further release LANDOWNER, LANDOWNER'S agents, and LANDOWNER'S employees from any such legal duty concerning said activities.

4. APPLICANT agrees to give LANDOWNER fourteen (14) days written notice in advance of entry by APPLICANT, including its agents, representatives, or employees, upon the Property of LANDOWNER and shall restrict such entry to reasonable times, dates and locations on the Property of LANDOWNER. LANDOWNER reserves the right, at its discretion, to be present during any entry upon LANDOWNER'S Property by APPLICANT, including its agents, representatives or employees.

5. APPLICANT agrees to provide, at its expense, to LANDOWNER any and all WRITINGS (as defined by California Evidence Code §250) evidencing the accumulation of any data, test results, opinions, conclusions, including without limitation environmental impact statement or environmental impact reports, or other information contained therein which APPLICANT has accumulated, acquired, or created as a result of its entry onto LANDOWNER'S Property.

6. APPLICANT agrees to pay to LANDOWNER an administrative fee of \$500 to compensate LANDOWNER for processing this application, providing reasonable

access to LANDOWNER'S Property and ensuring APPLICANT'S compliance with the terms and conditions of this Agreement.

7. This Agreement shall be terminated on its own terms on the 60th day from the date of execution by APPLICANT of this Agreement. Notwithstanding, the terms, conditions and obligations of APPLICANT shall survive the termination of this Agreement.

8. The formation of this Agreement and performance thereunder shall be deemed to have occurred within the County of Shasta, State of California.

9. This Agreement represents and contains the entire understanding of the parties hereto. There are no representations, covenants, or undertakings other than those expressly set forth in this Agreement. The parties acknowledge that no party, nor any agent or attorney of any party, has made any promise, representation, or warranty whatever, express or implied, not contained in this Agreement to induce any other party to execute this Agreement. The parties acknowledge that they have not executed this Agreement in reliance upon any promise, representation, or warranty not specifically contained in this Agreement. The parties, and each of them, further represent and declare that they have carefully read this Agreement and know its contents, and that they signed this Agreement freely and voluntarily.

10. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

11. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the parties, and no rule of construction or interpretation shall apply against any particular party based on a contention that the Agreement was drafted by one of the parties, including, but not limited to, California Civil Code §1654, the provisions of which are hereby waived. This Agreement shall hereby be construed and interpreted in a neutral manner.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and may be sufficiently evidenced by one copy of the Agreement together with the signature pages of all counterparts. Facsimile signatures shall be deemed an original.

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APPLICANT:

By: _____ DATED: _____

Print name and capacity/title

Signature

LANDOWNER:

By: _____ DATED: _____

Print name

Signature