

**REVOCABLE LICENSE FOR USE OF PROPERTY
GRANTED TO
U.S. DEPARTMENT OF VETERANS AFFAIRS
BY
Readjustment Counseling Service
Rutherford Vet Center Outstation
Greensboro Vet Center
#0327**

THIS LICENSE is entered by and between RUTHERFORD COUNTY VETERAN SERVICE OFFICE ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at 303 Fairground Rd., Spindale, NC 28160 (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 readjustment counseling services to eligible Veterans and their families. The Premises shall consist of two offices, a group room, and additional storage and other facilities as needed.

MISSION: The Vet Center's mission is to provide readjustment counseling services to eligible Veterans and their families. The Vet Center staff will offer counseling and referrals, without charge, to Veterans residing within the Vet Center's catchment area.

SCOPE. This agreement is to jointly affirm the principle of cooperation stated herein, and to implement our commitment to work together 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.

SPACE. The space used will offer client privacy. To leave all used space reasonably clean, organized, and undamaged. Be able to post informational signs on the outside and inside entrance of the facility to create an easy access site for veterans and their families and increase level of comfort for veterans being seen on site. Vet Center staff will remove signs at the end of each visit. To secure the facility by assuring all exits and entrances are locked following the use of the facility.

SAFETY. Vet Center shall follow established facility access and/or screening protocols.

HOURS OF OPERATION: Vet Center representative will provide services at a mutual agreed upon hours of operation.

SUPERVISORY CONTROL: Any Vet Center personnel will remain under the supervisory control of their immediate supervisor.

EXCHANGE OF INFORMATION. RCS will only share information relevant to providing readjustment counseling services for eligible soldiers and family members participating in Vet Center programs, when an *official release of information is appropriately signed by the Veteran and/or family members*. Each agency agrees to provide practical and appropriate safeguards for participant information on clients, in

accordance with applicable regulations and laws, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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 8/11/2021 (the "Effective Date") and shall expire on 8/11/2026; no later than five year(s) from such Effective Date. The option of this license to be renewed before, at the time of, or after expiration if agreed upon by both parties. 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.

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 Licensors:

Rutherford County Veteran Service Office
Susan Hall
828-287-6185
Susan.Hall@rutherfordcountync.gov

If to Licensee:

U.S. Department of Veterans Affairs, Readjustment Counseling Service
Daniele Brooks
336-323-2660
Daniele.Brooks@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 Licensors 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: Susan Hall

By (Sign) _____

Its: Director

LICENSEE:

U.S. Department of Veterans Affairs, Readjustment Counseling Service
Its: Vet Center Director

By (Sign) _____

By: Deputy District Director

By (Sign) _____

CERTIFICATION OF AUTHORIZATION

I, Susan Hall, certify that I am the Director of Rutherford County Veterans Service Office named as Licenser in the license and that I am duly authorized to sign for and on behalf of Rutherford County Government by authority of its governing body, and am acting within the scope of its corporate powers.

BY:

Name: Susan Hall

Signature: _____

Title: Director

READJUSTMENT COUNSELING SERVICE
NO COST REVOCALBE LICENSE DATA TRACKING FORM

General	
VISN:	
District	
Zone	
Vet Center Number:	
Vet Center Name:	
Space	
Total Square Footage:	
Lease Terms/ Dates	
Revocable License Agreement Start Date/Award Date	
Hard Expiration/Termination Date	
Location	
Address	
Suite	
City	
State	
Zip	
County	
Cong Dist	
Licensors	
Licensors Business Name	
Address	
POC (Name/Number)	
Notes/Comments	