

TEMPORARY LICENSE AND USE AGREEMENT
BETWEEN
CITY OF CHARLOTTESVILLE, VIRGINIA
AND
CASS SHELTER OPERATIONS, LLC
WITH CENTRAL ARIZONA SHELTER SERVICES, INC., AS GUARANTOR

THIS TEMPORARY LICENSE AND USE AGREEMENT (the "License Agreement") is made as of August 21, 2026 by and between the City of Charlottesville, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and CASS Shelter Operations, LLC, an Arizona limited liability company ("Licensee" or "Operator") wholly owned by Central Arizona Shelter Services, Inc., an Arizona nonprofit corporation ("Guarantor"). The City and Licensee are each a "Party" and together the "Parties." Guarantor joins this License Agreement solely for the obligations stated in Section 20 and is not otherwise a licensee or Party.

WHEREAS, the City owns the real property and improvements commonly known as 2000 Holiday Drive, Charlottesville, Virginia (the "Property");

WHEREAS, the City intends to renovate the Property for long-term use as a low-barrier shelter, but has determined that limited portions of the first floor may be used temporarily after completion of necessary preparations and receipt of required approvals;

WHEREAS, the City will continue to possess, operate, maintain, and regulate the use of the Property and is contracting with Licensee to conduct the Program as a City-authorized public use;

WHEREAS, the City and Licensee are entering into a Shelter Operating Services Agreement of the same date (the "Operating Agreement") under which Licensee will establish and operate the temporary shelter program, and Guarantor will guarantee the obligations stated in Section 10.10 of that agreement; and

WHEREAS, this License Agreement is ancillary to the Operating Agreement and grants Licensee only a personal, nonexclusive, and revocable permission to enter and use designated portions of the City-controlled Property to perform that agreement, without conveying or disposing of any estate or possessory interest in real property.

NOW, THEREFORE, in consideration of the mutual promises in this License Agreement and the Operating Agreement, the Parties agree as follows. Capitalized terms not defined in this License Agreement have the meanings stated in the Operating Agreement.

1. Licensed Areas and City Control

- 1.1. The City grants Licensee a personal, nonexclusive, nontransferable license to enter and use the portions of the first floor authorized for temporary shelter operations on Exhibit A, together with only those access routes, parking spaces, loading areas, temporary restroom and hygiene facilities, and other areas the City makes available in writing (collectively, the "Licensed Areas"). Licensee may use the Licensed Areas solely to perform the Operating Agreement.
- 1.2. The City retains possession, dominion, and control of the entire Property, including the Licensed Areas. Licensee has no right to exclude the City or persons authorized by the City. The City may enter, use, inspect, maintain, repair, operate, and authorize shared use

of the Licensed Areas, subject to reasonable coordination with Program operations when practicable.

- 1.3. The basement, upper floor, roof, mechanical rooms, utility areas, construction areas, and every other portion of the Property not made available in writing are not authorized for Licensee's use (the "City-Controlled Areas"). Licensee shall secure access points and prevent entry into City-Controlled Areas by Guests, staff, volunteers, vendors, and visitors, except for persons separately authorized by the City.
- 1.4. The schematic plan in Exhibit A is for identification only and is not a construction document, occupancy approval, or representation of final conditions. The City may revise the boundaries, access routes, configuration, or permitted shared use of the Licensed Areas, or relocate Program activities within the Property, when reasonably necessary for code compliance, construction, safety, public use, or operations. Licensee has no right to any particular room, area, configuration, or means of access. A change that materially affects Licensee's services, cost, staffing, or risk is governed by Section 2.3 of the Operating Agreement.
- 1.5. This License Agreement does not convey, and Licensee shall not claim, any estate, tenancy, leasehold, easement, possessory interest, or other interest in real property. The permission granted is contractual, personal to Licensee, nonassignable, and subject to suspension or revocation as provided in this License Agreement and the Operating Agreement. Licensee may not record this License Agreement or any memorandum or notice of it in the land records.

2. License Period; Access; Suspension and Revocation

- 2.1. The authorized-use period begins on the Effective Date and ends upon the earliest of August 31, 2027, expiration or termination of the Operating Agreement, revocation of this License Agreement, or the end of temporary shelter operations at the Property. The outside date is not a lease term or a guarantee that any particular area will remain available. Any extension must be in writing and coordinated with a corresponding extension of the Operating Agreement.
- 2.2. The Effective Date authorizes only the access, planning, installation, and mobilization approved by the City. Licensee may not enter the Property until it has provided the insurance evidence required by the Operating Agreement and may not admit Guests until the City has completed the owner work and governmental approvals identified in the approved Operating Plan and Authorized Occupancy and satisfied the other opening conditions stated in Section 1.2 of the Operating Agreement.
- 2.3. The City may delay, condition, limit, relocate, or suspend access to all or part of the Licensed Areas until temporary work is complete, required approvals are obtained, insurance evidence is accepted, or a safety, construction, operational, or public-use need is resolved. The City is not liable for consequential damages caused by delayed or restricted access. Any schedule adjustment, approved standby cost, transition obligation, or other compensation is governed exclusively by the Operating Agreement and its not-to-exceed amount.
- 2.4. In addition to the suspension and termination rights stated in the Operating Agreement, the City may suspend or revoke this license, in whole or in part, when it reasonably determines that action is necessary for life safety, code compliance, an occupancy approval,

construction or renovation, continued municipal operation or regulation of the Property, or another public purpose. The City may act immediately in an emergency or when required by an authority having jurisdiction; otherwise, it shall provide reasonable notice and coordinate an orderly transition. Any resulting payment, schedule, standby-cost, or transition issue is governed exclusively by the Operating Agreement.

3. Consideration; No Rent

- 3.1. No rent or separate license fee is charged. The consideration for this License Agreement is Licensee's performance of the Operating Agreement, its assumption of the obligations stated here, and the Parties' mutual promises.
- 3.2. Licensee shall not charge a Guest rent, a security deposit, or a fee for the right to occupy a particular area of the Property, and shall not promise any Guest exclusive use of a room, bed location, or other space.

4. Authorized Use and Operating Limits

- 4.1. Licensee may use the Licensed Areas solely to mobilize and operate the temporary low-barrier emergency shelter and related services described in the Operating Agreement, the approved Operating Plan, and the approved budget, and for no other purpose.
- 4.2. Use is limited to the population authorized by the Operating Agreement and Operating Plan. Occupancy, operating hours, staffing, and use of each Licensed Area may not exceed or conflict with the Authorized Occupancy or a City directive governing the Property.
- 4.3. No unlawful activity, nuisance, waste, commercial enterprise unrelated to the Program, public meeting, demonstration, overnight parking by persons not using or working at the Program, or exterior camping is permitted. Licensee shall not allow tents, structures, or sleeping outside the Licensed Areas unless the City expressly authorizes a temporary emergency measure in writing.
- 4.4. Licensee may allow approved service providers to enter the Licensed Areas for Program purposes, but may not grant a lease, sublease, sublicense, concession, possessory right, or recurring space assignment without the City's prior written approval. No approved service provider or invitee acquires any right to use the Property against the City.

5. Condition, Availability, and Regulatory Approvals

- 5.1. Licensee acknowledges that it has inspected or had an opportunity to inspect the Licensed Areas and that the building is being prepared for temporary, interim use rather than as the completed long-term shelter facility.
- 5.2. The City will make the Licensed Areas available in the condition required by the Authorized Occupancy, subject to punch-list items that do not materially impair safe operation. The City does not deliver legal possession or covenant quiet enjoyment, and the schematic plan is not a warranty of uninterrupted use, final configuration, capacity, or completion date. Licensee's rights if a Property condition or approval affects opening or operations are governed by the Operating Agreement.
- 5.3. The City is responsible for obtaining and maintaining owner-side building, zoning, fire, and temporary-use approvals for City work and Authorized Occupancy. Licensee is responsible for permits, licenses, certifications, inspections, and approvals required for its

equipment, food service, clinical or social services, employment practices, or other operations.

- 5.4. The initial allocation of preparation, maintenance, and operating responsibilities is stated in Section 4.2 of the Operating Agreement and Exhibit B to this License Agreement. A Party shall not perform work assigned to the other without prior coordination, except in an emergency requiring immediate action to protect life or property.

6. City Responsibilities

- 6.1. Subject to lawful appropriation and the Operating Agreement, the City shall provide authorized access to the Licensed Areas and provide or pay directly for owner work, renovations, structural or building-system repairs, code compliance, permits, inspections, base-building utilities and utility capacity, internet service, landscaping, grounds and exterior maintenance, capital improvements, hazardous-materials remediation, and other non-operational Property matters not expressly assigned to Licensee.
- 6.2. The City shall maintain the roof, foundation, structural components, exterior walls, and base-building electrical, plumbing, HVAC, fire-alarm, and life-safety systems serving the Licensed Areas, except for damage caused by Licensee or persons for whom Licensee is responsible. The City shall provide ordinary water, sewer, electricity, base-building HVAC, internet service, and the temporary restroom and hygiene facilities identified in the Authorized Occupancy. The allocation of servicing, cleaning, consumables, and Guest management is stated in Exhibit B.
- 6.3. The City may conduct construction, investigation, abatement, maintenance, long-term planning, and other municipal activities anywhere at the Property. The City shall use reasonable efforts to avoid unnecessary disruption of shelter operations, but Licensee acknowledges the City's continuing control and that temporary closures, shared use, noise, dust controls, rerouting, reduced access, or relocation may be necessary. A material effect on operations, schedule, or compensation is governed by the Operating Agreement.

7. Licensee Responsibilities

- 7.1. Licensee shall keep the Licensed Areas clean, sanitary, orderly, and free of avoidable hazards; provide routine janitorial service and consumables; collect ordinary refuse and move it to the collection point designated by the City; manage laundry and linens included in its scope; and arrange appropriate handling of sharps, bodily fluids, biohazardous waste, and other regulated waste generated by operations.
- 7.2. Licensee shall promptly notify the City of leaks, pest activity, damage, system failure, suspected environmental conditions, security defects, or other conditions requiring owner attention. Licensee shall take reasonable temporary measures to protect persons and property pending City response.
- 7.3. Licensee is responsible for repair costs to the extent damage exceeds ordinary wear and is caused by Licensee, its Guests, employees, volunteers, contractors, service providers, or invitees. Licensee is not responsible for pre-existing conditions, ordinary wear, latent structural defects, or failure of City-maintained systems not caused by Licensee.
- 7.4. Licensee shall maintain pest-control, housekeeping, bedbug, communicable-disease cleaning, and infestation-response protocols appropriate to a congregate shelter and coordinate treatment that could affect building systems or adjacent areas with the City.

8. City Access, Inspection, and Continuing Control

- 8.1. The City and its employees, contractors, inspectors, insurers, emergency responders, and other authorized persons may enter and use the Licensed Areas at any time to inspect, repair, maintain, investigate, verify compliance, provide services, plan or perform construction, conduct municipal activities, or protect persons or property. This right is continuous and does not depend on an emergency, default, or Licensee's consent. The City will provide reasonable advance notice when practicable and respect Guest privacy consistent with safety and operational needs.
- 8.2. Without advance notice, the City may enter, direct evacuation, close, reassign, or restrict use of any part of the Property in an emergency, when responding to an alarm, when it reasonably believes an immediate threat or material breach exists, or when required by an authority having jurisdiction.
- 8.3. Licensee shall maintain a current key, credential, and access-code inventory; may not change a lock or access system without City approval; and shall provide the City all keys and credentials necessary for unrestricted owner and emergency access. Keys and credentials issued to Licensee do not confer possession or a right to exclude the City.

9. Safety, Security, and Emergency Closure

- 9.1. Licensee is responsible for day-to-day access control, Guest and visitor management, rule enforcement, staffing, and security associated with Program operations in the Licensed Areas, including contracting directly for an approved security vendor when required by the Operating Plan. This operational responsibility does not confer legal possession or a right to exclude the City. The City remains responsible for general building, perimeter, parking, and exterior security and ordinary law-enforcement response unless expressly reassigned in the approved Operating Plan and budget. The City does not assume custody of Guests by owning, controlling, or inspecting the Property.
- 9.2. Licensee shall maintain unobstructed exits and fire lanes, comply with fire-prevention rules, prohibit open flames and unapproved electrical devices, conduct required checks and drills, and immediately report damage to or impairment of a life-safety system.
- 9.3. Licensee acknowledges that the Property's automatic sprinkler system is not operational. Until the fire marshal or other authority having jurisdiction confirms in writing that the sprinkler system is operational and a fire watch is no longer required, Licensee shall be solely responsible for establishing, staffing, supervising, documenting, and maintaining the required fire watch for all periods and in the manner directed by that authority. Licensee shall provide trained personnel, conduct required patrols, maintain required fire-watch, incident, and shift logs, maintain an immediate means of notifying occupants and emergency services, and immediately notify the City of any lapse, fire, or other incident. Licensee shall provide the City copies of its fire-watch plan and logs upon request. Any compensation or reimbursement for approved fire-watch expenses is governed exclusively by the Operating Agreement. Nothing in this Section transfers to Licensee responsibility for repairing or replacing the sprinkler system or any other base-building life-safety system, which remains the City's responsibility under Section 6.2, except for Licensee-caused damage.
- 9.4. The City, fire marshal, building official, law-enforcement officer, or other authority having jurisdiction may order evacuation, closure, reduced capacity, or suspension of an activity.

Licensee shall comply immediately and implement its continuity plan. Any schedule or compensation adjustment is governed by the Operating Agreement.

- 9.5. Licensee may issue operational directions excluding Guests, visitors, or other unauthorized persons from the Licensed Areas consistent with the Operating Plan, but may not exclude the City or persons authorized by the City. The City retains ultimate authority to exclude any person from the Property when reasonably necessary to protect safety, property, construction, public use, or lawful operations.

10. Guest Use Does Not Create Property Rights

- 10.1. Licensee shall structure Guest use as temporary receipt of shelter services. Licensee shall not accept rent, grant exclusive possession of a room or other space, promise a fixed term of occupancy, or use a document stating or implying that a Guest is a tenant, subtenant, licensee of the City, or holder of any property right against Licensee or the City.
- 10.2. Licensee may assign and reassign beds and storage, require compliance with shelter rules, and end a Guest's use of shelter services as provided in the Operating Plan and applicable law.
- 10.3. Permitting mail receipt or use of the Property address for identification or benefits does not create a tenancy, license, leasehold, possessory right, or other property interest. Licensee shall include a clear statement to that effect in Guest materials.

11. Alterations, Equipment, and Liens

- 11.1. Licensee may not make an alteration, penetrate a wall or floor, install fixed equipment, change wiring or plumbing, paint, mount exterior signage, or perform construction without the City's prior written approval. The City may require plans, permits, licensed contractors, insurance, bonds, lien waivers, and restoration.
- 11.2. Unless the City agrees otherwise, approved fixtures and improvements attached to the building become City property upon installation without payment. Licensee's movable furniture, equipment, supplies, and records remain Licensee property and must be removed when its permission to use the Property ends, except that durable equipment acquired entirely with City funds and costing \$500 or more per item is City property as provided in Exhibit B to the Operating Agreement.
- 11.3. Licensee shall keep the Property free from mechanics' and materialmen's liens arising from Licensee work. Licensee shall discharge or bond off a lien within 10 days after notice and shall indemnify the City against resulting loss.

12. Hazardous and Regulated Materials

- 12.1. Licensee shall not bring a hazardous material to the Property except ordinary cleaning, maintenance, medical, or office products used and stored in lawful quantities under written safety procedures. Licensee shall maintain required safety data sheets and shall not dispose of chemicals, medications, sharps, or regulated waste through ordinary drains or trash when prohibited.
- 12.2. Licensee is responsible for releases caused by its operations or persons for whom it is responsible. Licensee is not responsible for a pre-existing environmental condition merely because it uses the Property, but shall immediately report suspected asbestos, lead, mold, petroleum, or other environmental concerns and comply with access restrictions.

13. Insurance, Indemnification, and Risk of Loss

- 13.1. The insurance and indemnification provisions of the Operating Agreement are incorporated into this License Agreement. Licensee shall maintain the required insurance throughout any period it enters or uses the Property.
- 13.2. The City bears risk of loss to the building except to the extent damage is caused by Licensee or persons for whom Licensee is responsible. Licensee bears risk of loss to its furniture, equipment, supplies, records, and other personal property except to the extent a loss is caused by the City or by a Property condition, building system, utility, construction activity, security failure, or other matter allocated to the City under this License Agreement or the Operating Agreement.
- 13.3. Nothing in this License Agreement waives the City's sovereign, governmental, official, or other immunity, or any defense, limitation, or protection available under law.

14. Casualty, Utility Failure, and Condemnation

- 14.1. If fire, casualty, system failure, condemnation, or governmental order makes all or a material part of the Licensed Areas unsafe or unavailable, the City may suspend their use, relocate Program operations within the Property if lawful and practicable, or revoke this license in whole or in part. Any related suspension, revocation, termination, payment, schedule adjustment, standby cost, or transition obligation is governed by the Operating Agreement.
- 14.2. The City is not obligated to rebuild or restore temporary shelter improvements if it reasonably determines that restoration is impracticable, inconsistent with the long-term project, or not supported by available funds. Licensee remains entitled to payment only as provided in the Operating Agreement.

15. Assignment and Third-Party Access

- 15.1. Licensee may not assign this License Agreement, sublicense or grant possession of any part of the Property, grant a concession or recurring occupancy right, record any instrument concerning this License Agreement, or permit another operator to use the Licensed Areas without the City's prior written consent.
- 15.2. An approved service provider is a permitted invitee of Licensee for limited Program purposes only and acquires no right against the City. Licensee remains responsible for the provider's conduct and compliance. The use of personnel leased or assigned by Guarantor as permitted by the Operating Agreement does not constitute an assignment of this License Agreement.

16. Default, Suspension, and Revocation

- 16.1. A material default under the Operating Agreement that materially affects Licensee's authorized use, care, or operation of the Licensed Areas is a material default under this License Agreement after expiration of any applicable notice and cure period. A material default under this License Agreement is a material default under the Operating Agreement only if it is material to performance and remains uncured after applicable notice and cure periods.
- 16.2. The City may revoke this License Agreement or suspend, restrict, or condition access under the notice, cure, suspension, and termination provisions of the Operating Agreement and

Section 2.4 of this License Agreement. No cure period is required before emergency action reasonably necessary to protect life, safety, property, legal compliance, an occupancy approval, or continued municipal control of the Property.

- 16.3. Licensee has no right to remain at or use the Property after expiration, termination, or revocation of its authority. Continued presence is unauthorized and creates no holdover, month-to-month tenancy, license by implication, or other property right. The City may authorize limited post-termination access for transition, records closeout, or property removal, but no Guests may remain or be admitted.

17. Cessation of Use and Removal

- 17.1. On expiration, termination, or revocation, Licensee shall stop admitting Guests, complete the approved transition, remove Licensee property, return keys and credentials, remove signage, dispose of waste, repair damage caused by removal, and leave the Licensed Areas broom-clean and in substantially the condition received, ordinary wear and approved improvements excepted.
- 17.2. Property left more than [10] days after written notice may be treated as abandoned to the extent permitted by law. The City may remove or store it at Licensee's reasonable expense, without assuming liability except for gross negligence or willful misconduct.
- 17.3. Cessation of use does not release obligations that accrued before access ended or that expressly survive.

18. Notices and Administration

- 18.1. Formal notices shall be given as provided in the Operating Agreement. The City's designated representative may issue routine access, maintenance, safety, licensed-area, and Property directives. A directive may not amend a material business term without a signed amendment.

19. General Provisions

- 19.1. Operating Agreement controls.** This License Agreement is ancillary to the Operating Agreement. If a conflict concerns shelter operations, compensation, reporting, staffing, or services, the Operating Agreement controls. If a conflict concerns physical boundaries, access, care, alteration, City control, authorized use, or cessation of use of the Property, this License Agreement controls. For purposes of the Operating Agreement, references to the "Lease" mean this License Agreement and references to the "Premises" mean the Licensed Areas, as the context requires. This allocation is consistent with the order of precedence stated in Section 10.1 of the Operating Agreement.
- 19.2. No third-party beneficiaries.** No Guest, employee, contractor, donor, service provider, or other person is a third-party beneficiary of this License Agreement.
- 19.3. Governing law and venue.** Virginia law governs. Any action shall be brought in a state court located in the City of Charlottesville or, if federal jurisdiction exists, the United States District Court for the Western District of Virginia, Charlottesville Division.
- 19.4. No waiver.** A waiver must be in writing and applies only to the specific matter stated. Acceptance of performance, payment, or continued access after default does not waive another remedy.

- 19.5. Entire agreement and amendment.** This License Agreement, the Operating Agreement, and the documents expressly incorporated into either contain the entire agreement concerning Licensee's authorized use of the Property and the Program. An amendment must be in writing and signed by authorized representatives of the City and Licensee. A material increase in Guarantor's obligations also requires Guarantor's written consent.
- 19.6. Severability.** If a provision is invalid or unenforceable, the remainder remains effective, and the invalid provision will be enforced to the maximum lawful extent.
- 19.7. Counterparts and electronic signatures.** This License Agreement may be signed in counterparts and electronically.
- 19.8. Authority and required approvals.** Each signatory represents that the signatory is authorized to bind the identified entity. The City's obligations remain subject to lawful appropriation and any approval required by law.

20. Parent Guaranty

- 20.1. As a material inducement to the City, Guarantor irrevocably and unconditionally guarantees the full and timely performance of Licensee's obligations under this License Agreement, including indemnification, protection and return of City property, cessation of use, transition, and closeout obligations. Following a Licensee default and expiration of any applicable cure period, the City may enforce this guaranty directly against Guarantor without first proceeding against Licensee or any collateral. Guarantor's obligations are no broader than Licensee's obligations and remain subject to the same defenses, limitations of liability, exclusions, and allocations of risk applicable to Licensee. This guaranty survives termination, expiration, or revocation to the same extent as the guaranteed obligation and is not released by an amendment, waiver, extension, or forbearance that does not materially increase the guaranteed obligation. A material increase requires Guarantor's written consent.

IN WITNESS WHEREOF, the City, Licensee, and Guarantor have executed this License Agreement through their duly authorized representatives.

**CITY OF CHARLOTTESVILLE,
VIRGINIA**

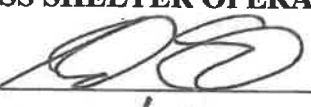
By: 

Name: Samuel Sanders Jr

Title: City Manager

Date: 08/26/26

CASS SHELTER OPERATIONS, LLC

By: 

Name: Nathan Smith

Title: CEO

Date: 8/21/26

**CENTRAL ARIZONA SHELTER
SERVICES, INC., as Guarantor**

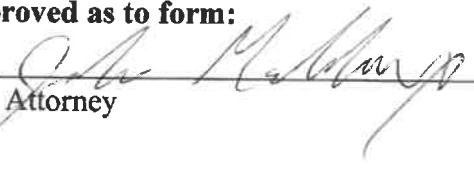
By: 

Name: Nathan Smith

Title: CEO

Date: 8/21/26

Approved as to form:

By: 

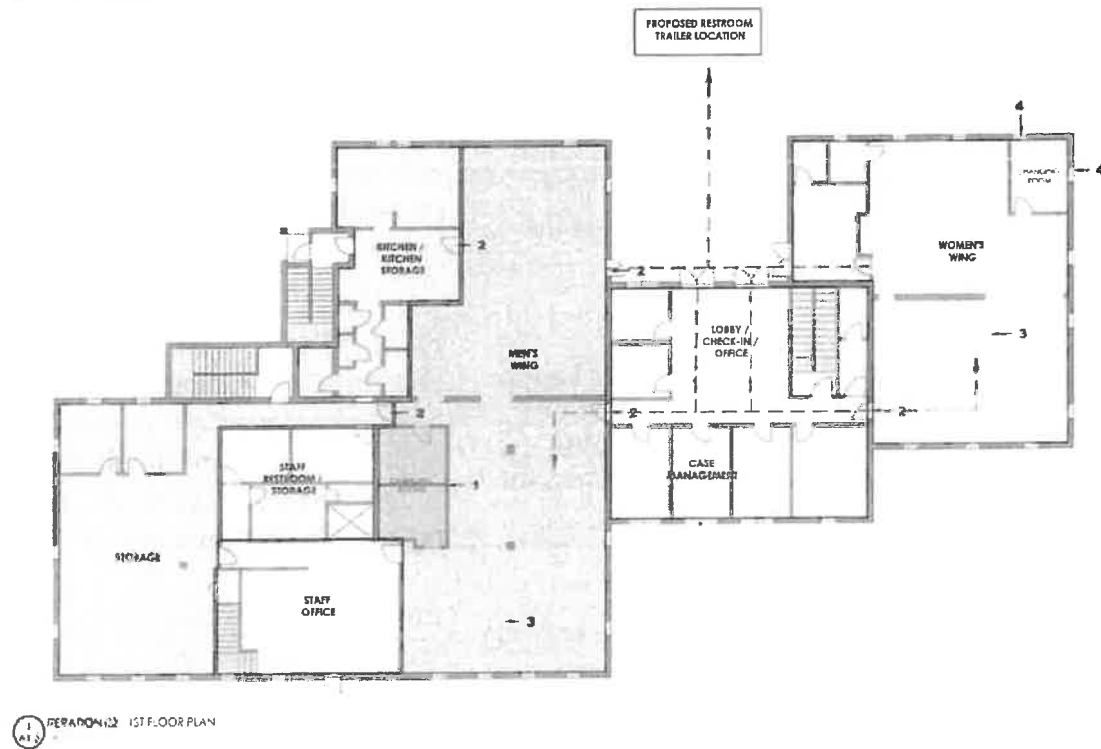
City Attorney

Date: 8/26/26

EXHIBIT A

TEMPORARY LICENSED AREA IDENTIFICATION PLAN

A.1. The Licensed Areas are the first-floor and associated areas the City makes available in writing for Program operations. They are nonexclusive and remain subject to City access, control, reassignment, and shared use. The basement, upper floor, roof, mechanical spaces, and construction areas are not authorized for Licensee's use. This July 10, 2026 Iteration 02 schematic is attached only to identify the contemplated operating areas. It is not a construction document, an occupancy approval, a conveyance of any real-property interest, or a warranty of final configuration.



A.2. Source: 2000 Holiday Drive Temporary Shelter Renovation Schematic Design Set, July 10, 2026, Sheet A1.3. Not for construction.

EXHIBIT B

INITIAL RESPONSIBILITY MATRIX

B.1. The following matrix states the Parties' initial allocation of Property-related responsibilities. Operational responsibilities and compensation remain governed by the Operating Agreement.

Item	City	Licensee
Temporary building work and owner approvals	Complete or arrange approved owner work and seek the governmental approvals required for occupancy.	Coordinate access and operational requirements; do not alter City work without approval.
Structure and base-building systems	Maintain the roof, structure, base HVAC, electrical, plumbing, fire alarm, life-safety systems, and other owner systems, except for Licensee-caused damage.	Promptly report issues, protect the affected area, and pay for damage caused by operations or persons for whom Licensee is responsible.
Fire watch during sprinkler-system impairment	Repair and restore the base-building sprinkler and other life-safety systems and obtain any owner-side approvals required for that work.	Establish, staff, supervise, document, and maintain the required fire watch in accordance with Section 9.3 and all directions of the fire marshal or other authority having jurisdiction.
Utilities and internet	Provide or pay directly for ordinary water, sewer, electricity, base-building HVAC, utility capacity, and internet service.	Provide program technology, telephone service, and extraordinary utility use only if expressly included in the approved budget or Operating Plan.
Temporary restroom and hygiene facilities	Provide or pay directly for the facilities required by the Authorized Occupancy, including utility connections, pumping or exterior servicing, and non-operational repairs, unless an approved budget expressly provides otherwise.	Perform daily condition checks, routine cleaning, supply consumables, manage Guest use, and promptly report repair or servicing needs.
Janitorial and sanitation	Perform owner-side specialty work for pre-existing conditions, hazardous-materials conditions, or failures of City-maintained building systems.	Provide routine daily cleaning, consumables, interior refuse collection, linens, sharps and bodily-fluid cleanup, and pest and infestation protocols.

Item	City	Licensee
Furniture, beds, and equipment	Retain ownership of City property and durable equipment acquired entirely with City funds as provided in Exhibit B to the Operating Agreement.	Provide approved Program furniture, beds, storage, office, safety, and operating equipment; inventory and return City property at closeout.
Security and access control	Provide owner access, general building, perimeter, parking, and exterior security, and ordinary law-enforcement response, unless expressly reassigned in the approved Operating Plan and budget.	Provide on-site staffing, Guest and visitor control, keys, rosters, rule enforcement, incident response, and any approved operational security vendor.
Meals and basic-needs services	Provide only those premises items expressly allocated to the City under Section 4.2 of the Operating Agreement.	Provide or coordinate meals, hygiene access, laundry, storage, mail, transportation, animals, and related services included in the approved Operating Plan and budget.
Snow, grounds, and exterior waste	Provide landscaping, snow and ice treatment, grounds and exterior maintenance, and exterior waste removal.	Keep designated entrances and immediate operating areas orderly, move interior refuse to the designated collection point, and promptly report hazards.
Long-term renovation coordination	Lead design, approvals, contracting, scheduling, and construction coordination.	Provide operational input and cooperate with access, temporary closure, relocation, and transition requirements.

B.2. If this matrix conflicts with a specific requirement in this License Agreement or the Operating Agreement, the specific requirement controls. The Parties may update routine details by a written Property protocol signed by their designated representatives, but a material change in cost, scope, or risk requires a formal amendment under the Operating Agreement.

