

## **LICENSE AGREEMENT**

### **SOUTH ARDMORE PARK BASEBALL SHELTERS**

**THIS LICENSE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **TOWNSHIP OF LOWER MERION**, 75 East Lancaster Avenue, Ardmore, PA 19001 ("Licensor") and **LOWER MERION SCHOOL DISTRICT** \_\_\_\_\_ ("Licensee").

#### **W I T N E S S E T H:**

1. **Licensed Premises.** Licensor hereby grants to Licensee a revocable license to enter upon, construct and maintain four team shelters (the "Improvements") at the following locations: two each to be installed along the first and third baselines of the softball field known as "B" and the baseball field known as "D", as designated in the Pennoni South Ardmore Park Master Plan, to be situated at South Ardmore Park, as shown on the diagrams attached hereto as Exhibit "A" (the "Licensed Premises").

2. **Term; Automatic Renewal.** This License shall commence on \_\_\_\_\_, 2017 (herein called the "Commencement Date") and shall continue for a term of one (1) year, and shall thereafter automatically renew for successive terms of one (1) year each unless either party gives written notice to the other at least sixty (60) days before the expiration of the then current term of its intent not to renew this Agreement.

3. **Use of Premises.** Licensee and its contractors shall be permitted to install and maintain the Improvements at times agreed upon in writing by Licensor, subject to the terms of this License and applicable law. Licensee's use of the Licensed Premises shall be non-exclusive. Licensee shall, on or before February 15<sup>th</sup> annually, apply to the Lower Merion Parks and Recreation Department for a permit to use the Licensed Premises during the normal baseball and softball seasons. Licensee shall be provided preferential treatment with respect to scheduling usage of the Licensed Premises for games, practices, and other activities of the interscholastic softball and baseball teams of Licensee's high schools.

4. **Installation Work.** Licensee shall submit plans and specifications for the Improvements and the names of all contractors who will perform the work to Licensor for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Following such approval by Licensor and, upon payment of a fee, the issuance by Licensor of a permit for the installation of the Improvements, Licensee shall install the Improvements at Licensee's sole cost and expense. Once installation has been completed, Licensee shall maintain the Improvements in good condition and in a safe and proper manner.

5. **Casualty Insurance and Liability Insurance.** During the installation of the Improvements, the Improvements will be insured by the contractors performing the

installation. Upon completion and Licensor's acceptance of the Improvements, the Improvements shall become the property of Licensor and Licensor shall insure them against damage, destruction, theft or vandalism to the Improvements. Licensee shall maintain insurance covering its maintenance obligation regarding the Improvements. Insurance carried by contractors and Licensee against liability for bodily injury (including death) or property damage in or about Licensed Premises shall be under a policy of commercial general liability insurance, with such limits not less than \$1,000,000.00 for each occurrence, and \$2,000,000.00 in the aggregate. Contractors' policies of liability insurance shall name Licensee and Licensor as additional insureds and shall provide that it shall not be cancelable without at least thirty (30) days prior written notice to Licensee and Licensor. Each contractor shall deliver a certificate of insurance to Licensor prior to any contractor's entry onto the Licensed Premises.

**6. Maintenance.** Licensee shall, at all times, keep and maintain the Improvements in good and safe order and condition. If Licensor becomes aware of hazardous conditions of the Improvements, then Licensor shall immediately notify Licensee in writing. However, Licensor shall have no duty to inspect the Improvements for such hazardous conditions. Licensor shall be responsible for maintaining the remainder of the Licensed Premises.

**7. Compliance with Law.**

(a) Licensee shall, at its sole cost and expense, obtain all required permits and approvals necessary for the Improvements. Licensee shall install the Improvements in accordance with all applicable legal requirements.

(b) Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations and standards that are or may become applicable to its activities within the Licensed Premises. In the event of an emergency, injury, or damage occurring in connection with Licensee's use of the Licensed Premises, Licensor shall be immediately notified.

**8. Termination of License.** Notwithstanding any provision to the contrary, either party may terminate this License at any time upon sixty (60) days prior written notice to the other party. In the event of a breach of the provisions of this License, the non-breaching party may terminate this License upon ten (10) days prior written notice and opportunity to cure to the breaching party.

**9. Conditions upon Termination or Expiration.** Upon termination or expiration of this License, Licensee's right of access for maintenance and obligations with respect to maintenance shall terminate and Licensee shall have no obligation to remove the Improvements or otherwise restore the Licensed Premises.

**10. Indemnification.** To the extent that Licensee's insurance policies provide coverage for such claims, Licensee agrees to indemnify, defend and hold Licensor free and harmless from any loss, injury, damage, claim, lien, cost or expense (including reasonable attorneys' fees and costs) arising out of Licensee's use of the Licensed Premises as

provided in this License Agreement, Licensee's breach of its obligations under this License Agreement, any loss of life, personal injury, or damage to property, arising in any way out of the occupancy or use by Licensee of the Licensed Premises, and/or occasioned wholly or in part by any act or omission of Licensee, its agents, or employees, unless such loss, injury or damage was caused by the negligence or willful misconduct of Licensor, its agents or employees.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have caused this License Agreement to be duly executed under seal on the day and year first above written.

**LICENSOR:**

**TOWNSHIP OF LOWER MERION**

By: \_\_\_\_\_  
Ernie B. McNeely, Township Manager

**ATTEST:**

\_\_\_\_\_  
Jody L. Kelley, Secretary

**LICENSEE:**

**LOWER MERION SCHOOL DISTRICT**

By: \_\_\_\_\_

**EXHIBIT “A”**  
**THE LICENSED PREMISES**  
(see attached)