

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014,
by and between the **WARREN COUNTY SCHOOL DISTRICT**, of Warren County,
Pennsylvania, sometimes hereinafter referred to as ----- **"OWNER,"**

AND

BARBER NATIONAL INSTITUTE, 100 Barber Place, Erie, PA 16507,
sometimes hereinafter referred to as ----- **"LICENSEE."**

WHEREAS, Owner is the owner of certain real property in Youngsville, Warren
County, Pennsylvania, known as the Youngsville Elementary/Middle School (hereinafter
referred to as "the Premises"); and

WHEREAS, the Licensee operates a summer therapeutic activities program
known as Camp Connections (hereinafter referred to as the "Licensee's Program" or the
"Program"), which requires facilities for the operation of said program in the Warren
County area, and is desirous of utilizing a portion of the Premises for said purpose; and

WHEREAS, Owner is willing to give Licensee a license for the use of a portion
of the Premises upon the following terms and conditions.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby,
agree as follows:

1. Owner, subject to the termination provisions contained in Section 14 of
this Agreement, grants a license to Licensee for the following time period: June 20,
2014, through August 7, 2014, at which point the license and this Agreement shall
automatically terminate, with no action being required by either Party. In exchange for

said license, Licensee agrees to pay Owner the sum of \$_____. Because this Agreement is being prepared at the request of, and for the benefit of, Licensee, Licensee further agrees to reimburse Owner's attorney fees relative to the preparation of this Agreement in an amount up to \$500. All amounts owed by Licensee pursuant to this provision shall be paid to Owner before June 20, 2014, and the failure to make timely payment shall render this Agreement null, void, and of no effect.

2. The Licensee shall have access to 8 classrooms, office space, the gymnasium, the cafeteria, the playground, bathroom(s), and the areas of ingress and egress from said locations (hereinafter identified as the "Designated Areas"). Licensee agrees that the 8 classrooms, office space, and bathroom(s) to be utilized by Licensee shall be determined at Owner's sole discretion. Additionally, the Licensee shall only utilize the Designated Areas for the purpose of operating the Licensee's Program. The use or access of any portion of the Premises other than the Designated Areas is prohibited unless an emergency (e.g. fire, medical emergency, etc.) necessitates said use or access or the prior written approval of the Owner's Superintendent is obtained. The Owner shall provide access to the Designated Areas on Monday through Friday of each week that this Agreement remains in effect. Owner, to the extent possible, shall also provide Licensee with internet access and access to the Free and Reduced Lunch Program as is necessary for Licensee to operate its Program. Internet use for any reason other than to operate Licensee's Program shall not be permitted.

3. All necessary supervision shall be provided by Licensee. At all times, Licensee shall employ and assign appropriate and sufficient staff to reasonably supervise all Program participants present on the Premises. Licensee agrees to adhere to the "Summer Programming Proposal Summer 2014" in all respects, a copy of which is attached hereto as Exhibit A and incorporated herein by reference in its entirety.

4. All supplies and equipment necessary to operate Licensee's Program shall be provided by Licensee, and Owner shall have no financial responsibility or

transportation responsibility of any kind relative to the operation of Licensee's Program. Licensee may only use Owner's equipment and/or supplies if the prior consent of the Owner's Superintendent is obtained. Licensee's personal property shall not be insured by Owner, and Licensee acknowledges and agrees that Owner shall not be be liable for the replacement of, or reimbursement for, any of the Licensee's personal property that is lost, stolen, damaged, or destroyed unless said loss, damage or destruction is caused by an employee of Owner.

5. During the course of its usage, Licensee further agrees to be responsible for the daily cleaning and security of the Premises (Licensee must lock all doors at the conclusion of every day that Licensee utilizes the Premises) and to refrain from causing any damage or other waste to the Premises or the Owner's personal property. In the event that such uncleanliness, damage or waste occurs, Licensee agrees to promptly repair the same to a condition which is at least the equivalent to the condition existing prior to the damage or waste, or to replace the property if repair is not possible.

6. In the conduct of its operations hereunder, Licensee agrees to comply with all local, state and federal laws, regulations, and ordinances.

7. Licensee acknowledges that Licensee has had full opportunity to inspect and examine the Premises, and that Licensee accepts this license with the Premises in an "AS IS" condition with any and all defects that presently exist or that may arise in the future on account of any cause or reason.

8. Licensee agrees to indemnify Owner and hold Owner harmless from all claims, suits and demands (regardless of when such claim, suit, or demand is actually filed or claimed) of every nature and description, including reasonable attorney's fees, made or brought by any third party (including the Licensee and the Licensee's employees, agents, or Program Participants) against Owner, on account of accident or injury to the persons or property of said third party which may arise out of or on account of the

actions or inactions of the Licensee or the Licensee's employees, agents, volunteers, or Program participants. Owner as used throughout this agreement is intended to mean the WARREN COUNTY SCHOOL DISTRICT as well as its officers, directors, employees, agents, and Board Members. The Parties agree that the terms and obligations imposed by this paragraph shall survive the termination of the Agreement.

9. Licensee agrees to carry and maintain for the benefit of Owner liability insurance covering the operations for Licensee upon the Premises. The amount of said insurance shall be, for personal injury and property damage, a combined single limit of One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve Licensee from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of Licensee under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against Owner, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

10. Owner shall, at all times, have access to the Premises. Licensee shall take care to ensure that all activities conducted upon the Premises by Licensee shall not disrupt or hinder Owner's use of the Premises. In the event of any conflict between Licensee's operations on the Premises and Owner's operations on the Premises, Owner's operations shall be given priority.

11. The Parties agree that they conduct completely separate businesses and affairs and are separate entities and are not partners or joint venturers in any sense whatsoever. The Parties further agree that Licensee's employees and agents are not, and shall not be regarded as, employees, agents, independent contractors, or representatives of Owner.

12. Licensee shall be solely responsible for ensuring Act 33, Act 34, and Act 114 compliance for its employees, agents, and volunteers. Licensee shall not permit any employee, agent or volunteer to be present on the Premises unless the appropriate Act 33, Act 34, and Act 114 clearances have been obtained and provided to Licensee.

13. This Agreement, and Licensee's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of Owner.

14. If Licensee violates any term or condition of this Agreement and said violation is not remedied within 3 days after Owner advises Licensee in writing of the violation, Owner shall be entitled to terminate this Agreement and Licensee's rights hereunder. In the event of said termination, Licensee shall not be entitled to a refund of any portion of the amounts paid by Licensee pursuant to Section 1 of this Agreement.

15. There are no understandings between the Parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both Parties and approved by the Owner's Board of Directors at a meeting held in compliance with the Sunshine/Open Meetings Act.

16. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto.

Additionally, any court (or arbitrator) construing this AGREEMENT is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and

then to enforce the revised section, sentence, or provision against the Parties hereto as if the invalid section, sentence, or provision had never been inserted.

17. Licensee and Owner agree that, in the construction, interpretation and application of this Agreement, no presumption shall be deemed to exist in favor of or against any Party hereto as a result of the preparation or negotiation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST: (SEAL)

Secretary

ATTEST: (SEAL)

OWNER:
WARREN COUNTY SCHOOL DISTRICT

_____(SEAL)
By: President

LICENSEE:
BARBER NATIONAL INSTITUTE

_____(SEAL)
By: