

LICENSE AGREEMENT

THIS AGREEMENT, entered into this 11th day of August , 2008 , by and between the Rouse Estates of Youngsville, Pennsylvania, hereinafter referred to as "LICENSOR"

A N D

The **WARREN COUNTY SCHOOL DISTRICT** of 185 Hospital Drive, North Warren, Pennsylvania, 16365-4885, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, the Licensor presently owns premises which include open fields and/ trails useful for the practice of athletic sports; and

WHEREAS, the District desires to utilize said fields and/trails for the athletic activities set forth below; and

WHEREAS, the parties wish to set forth in writing the terms under w the District may utilize the Licensor's premises for the purposes outli below.

NOW, THEREFORE, the Parties desire to enter into this License Agreement upon the following terms and conditions:

1. The Licensor does hereby grant permission to the District to go upon and use that portion of the Licensor's premises described below upon the terms and conditions hereinafter set forth.

2. The portion of the Licensor's premises to be used by t District are as follows:
Open fields/trails _____

3. The parties agree that the District shall utilize the premises described in the preceding paragraph on the following dates for the following purposes: _____

PIAA Cross Country Season _____

Run Cross Country Practice _____

4. The District agrees to refrain from affixing any permanent structures and from committing waste of any other type upon the Licensor's premises. Upon the completion of the scheduled activities as set forth above, the District to take the steps necessary to return the premises to the condition which reasonably approximates the condition of the premises prior to the District's use of the premises.

5. The District agrees to provide prompt notification to the Licensor of any violation from or cancellation of the scheduled use of the facilities as set forth above.

6. The effective date of this License Agreement shall be regarded as August 11, 2008, and the term of this Lease shall be for a period of (1) year, until November 15, 2008. Thereafter, this License Agreement shall renew automatically on an annual basis unless terminated by either Party hereto. Termination shall be accomplished by the giving of written notice, to the other Party, at any time prior to the renewal of the Lease term.

7. The District assumes all risk of accident and damage to the District, the District's equipment, and all persons working with the District and agrees that it has inspected the premises and takes the premises as it finds them, it being agreed that this Agreement is entered into for the convenience of and at the request of the District. The District also agrees to indemnify and hold the Licensor harmless from all claims, suits, causes of action, and demands made or brought by any third party against the Licensor, the Licensor's officers, employees, agents and assigns, on account of accident or injury to the persons or property of third parties which may arise out of or on account of the operations and uses of the District under this Agreement.

8. Special Provisions:
Youngsville High School will provide a Cross Country Practice schedule to the Rouse Estates by June 1 of the forthcoming Cross Country season.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, for themselves, their respective heirs, executors, successors and assigns, have hereunto set their hands the day and year first above written.

President, Board of School Directors

Date

LICENSOR

Facility Representative

Date

WITNESSES:

ATTEST: (SEAL)
