

## **LICENSE AGREEMENT**

Werner Park

**THIS AGREEMENT**, entered into this 12th day of March, 2007, by and between the Russell Volunteer Fire Department of Russell, 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/or indoor facilities useful for the practice or play of athletic sports; and

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

**WHEREAS**, the parties wish to set forth in writing the terms under which the District may utilize the Licensor's premises for the purposes outlined 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 the District are as follows:

2. BASEBALL FIELDS AT WERNER PARK

3. The parties agree that the District shall utilize the premises described in the preceding paragraph on the following dates for the following purposes: for the typical spring athletic season which runs March through June.

4. When the premises involve outdoor facilities, the District is also afforded the opportunity to go upon those premises for the purpose of applying lines, erecting goals, and performing other maintenance and installation of improvement incident to the scheduled activities set forth in the preceding paragraph.

5. During the time frame set forth in paragraph three hereof, the District agrees to perform the following items of maintenance: all maintenance and upkeep required to keep the fields in playing condition.

6. 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 agrees 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.

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

8. The effective date of this License Agreement shall be regarded as March 12, 2007, and the term of this Lease shall be for a period of one (1) year, until March 12, 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.

9. 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.

10. Special Provisions:

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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.

WARREN COUNTY SCHOOL DISTRICT

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President, Board of School Directors

\_\_\_\_\_  
Date

LICENSOR

*M. Mike English*  
\_\_\_\_\_  
Facility Representative  
*WALKER PARK CHAIRMAN*

*2-16-07*  
\_\_\_\_\_  
Date

WITNESSES:

ATTEST: (SEAL)

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