

LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2007,
by and between the **WARREN COUNTY SCHOOL DISTRICT**, of Warren County,
Pennsylvania, sometimes hereinafter referred to as ----- **“OWNER,”**

A N D

ROUSE CHILDREN’S CENTER, of Youngsville, Pennsylvania, sometimes
hereinafter referred to as -----
“LICENSEE.”

WHEREAS, Owner owns certain property, real and personal, commonly
described as the Youngsville Elementary/Middle School Playgrounds (hereinafter
referred to as “Premises”) which Premises the Licensee desires to use; and

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

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

1. Owner grants a license to Licensee for the following time period: June 1,
2008, through August 31, 2008. The License herein granted shall continually renew on
an annual basis for the same time period unless either Party terminates the License in
accordance with Section 4. of this Agreement.

2. Licensee agrees to utilize the Premises for the following purpose: For
children under the direct supervision of licensee’s employees and/or agents to utilize the
Premises during the aforementioned time period.

3. During the course of its usage, Licensee agrees to refrain from causing any damage or other waste to the Premises, and in the event that such damage or waste occurs, Licensee agrees to promptly repair the same to a condition which is at least the equivalent of the condition existing prior to the damage or waste.

4. This grant of permission is a license only and may be terminated by either Party at any time for any reason. All rights hereunder are personal and may not be assigned by Licensee.

5. 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.

6. Licensee assumes all risk of accident and damage to Licensee, Licensee’s equipment, Licensee’s guests and invitees, and all persons associated with Licensee in any respect, and Licensee acknowledges that this Agreement is entered into for the convenience of and at the request of Licensee. Licensee also 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 attorney’s fees made or brought by any third parties against Owner or Owner’s successors 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 Licensee under this Agreement. Owner as used throughout this agreement is intended to mean the WARREN COUNTY SCHOOL DISTRICT as well as its officers, directors, employees and agents. The Parties agree that the terms and obligations imposed by this paragraph shall survive the termination of the Agreement.

7. 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 minimum of One Million Dollars (\$1,000,000.00) 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.

8. In the conduct of its operations hereunder, Licensee agrees to comply with all local, state and federal laws and regulations applicable at any time.

9. Licensee shall take care to ensure that all activities conducted upon the Premises by Licensee shall not disrupt or hinder Owner's school program.

10. Owner shall, at all times, have access to the Premises.

11. The Parties agree that they conduct completely separate businesses or affairs and are separate entities and are not partners or joint venturers in any sense whatsoever.

12. 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 all of the parties.

13. If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

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)

WARREN COUNTY SCHOOL DISTRICT

Secretary

_____(SEAL)
By: President

ATTEST: (SEAL)

ROUSE CHILDREN'S CENTER

_____(SEAL)
By: