

## **LICENSE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
by and between the **WARREN COUNTY SCHOOL DISTRICT**, of Warren County,  
Pennsylvania, sometimes hereinafter referred to as ----- - **“OWNER,”**

**A N D**

**CONEWANGO KAYAK CANOE RENTAL, LLC**, an organization within the  
Commonwealth of Pennsylvania, sometimes hereinafter referred to as ----  
**“LICENSEE.”**

**WHEREAS**, Owner owns certain property, real and personal, commonly  
described as Beaty-Warren Middle School. Licensee desires to use a portion of the  
Beaty-Warren Middle School, with said portion being limited to the existing ramp that  
abuts the Conewango Creek and is located behind the parking lot (the "PREMISES");  
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 period of time commencing on  
May 1, 2009, expiring on November 1, 2009, and being limited to non-school hours. For  
purposes of this Agreement school hours shall be defined as 7:30 a.m. to 3:45 p.m., on  
any day that school is in session. In the event that the license granted herein is not  
terminated prior to the expiration date in accordance with section 4 of this Agreement,

the license shall automatically terminate on November 1, 2009, with no action being required by either Party.

2. Licensee agrees to utilize the Premises for the sole purpose of establishing a canoe/kayak launch site for Licensee's business operations that will enable Licensee to offer a full day canoe/kayak trip into Warren for Licensee's customers. Licensee agrees to restrict Licensee's activities to the Premises that is described in this Agreement, with the express understanding that Licensee's customers shall not be permitted to park their automobiles on any portion of the Beaty-Warren Middle School property at any time.

3. During the course of its usage, Licensee agrees to refrain from causing or permitting any damage or other waste to the Premises (including ensuring that the Premises remains free of garbage and debris resulting from Licensee's business operations). In the event that such damage or waste occurs, Licensee agrees to promptly repair or clean the same to a condition which is at least the equivalent of the condition existing prior to the damage or waste. Licensee further agrees, at Licensee's sole expense, to provide trash receptacles for the Premises and to routinely empty the trash receptacles as needed.

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/personal property, Licensee's guests and invitees, Licensee's guests' and invitees' equipment/personal property, and all persons and equipment/personal property

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 business operations 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 that covers the operations of Licensee upon the Premises and that lists the Owner as an additional insured. The amount of said insurance shall be, for personal injury and property damage, a minimum of Two Million Dollars (\$2,000,000.00) 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. Licensee shall provide Owner with copies of all required insurance policies prior to the execution of this Agreement, and under no circumstances shall Licensee be permitted to have any access to the Premises until satisfactory proof has been provided to Owner that all required insurance policies are in place and are in full force and effect.

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 any aspect of the Owner's school program, including the transportation services provided by Owner or Owner's agents.

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

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

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

CONEWANGO KAYAK CANOE RENTAL, LLC

---

By: Member