

LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2009, by and between the Warren County School District (the "District") having its principal administrative office at Warren County School District Central Office, 185 Hospital Drive, Warren Pennsylvania, 16365 and the Salvation Army, an organization with its place of business at 311 Beech Street, Warren, Pennsylvania 16365.

WHEREAS, The Salvation Army, through its Cobham Youth Group, desires to conduct a ten week Summer Day Camp Program for Warren County students at the Beaty-Warren Middle School (the "Premises"), which is a school that is owned and operated by the District, to provide a variety of affordable activities for children including games, crafts, movies, roller skating, etc.

WHEREAS, The Salvation Army and the District wish to establish their respective obligations with respect to such Summer Day Camp Program on the Premises.

NOW, THEREFORE, The Salvation Army and the District, intending to be legally bound hereby, agree as follows:

1. Provision of Facilities.

(a) In consideration of the covenants stated herein, the District agrees to provide an area within the Premises, as listed above, consisting of a maximum of four (4) classrooms where available and as determined at the sole discretion of the District. In connection with the use of the foregoing Premises, the District also agrees to provide the Salvation Army access to the following areas within the Premises:

- i. Boys and girls restrooms as designated by the District;
- ii. Reasonable space for storage by the Salvation Army as designated by the District;
- iii. The recreational area of the gymnasium and/or cafeteria; and
- iv. Outdoor play space adjacent to the Premises as designated by the District.

(b) The District shall provide access to the designated areas and rooms only on Mondays through Fridays and only between the hours of _____ and _____. The District shall not be obligated to provide, and the Salvation Army shall not be entitled to have, access to the Premises prior to the aforesaid commencement time, subsequent to the aforesaid ending time or on Saturdays or Sundays. Additionally, the District shall not be obligated to provide, and the Salvation Army shall not be entitled to have, access to the Premises on any day that the District's programs are not in operation.

(c) The Salvation Army agrees that it will utilize the Premises for the sole purpose of operating a Summer Day Camp Program.

(d) The Salvation Army agrees that it has had a full opportunity to inspect and examine the subject Premises and accepts 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.

(e) District shall, at all times, have access to all areas of the Premises that are encompassed by the terms of this Agreement.

2. Operation and Conduct of the Summer Day Camp Program.

(a) The Summer Day Camp Program to be operated by the Salvation Army on the District's Premises shall be restricted to Kindergarten children through Eighth Grade children.

(b) The Salvation Army shall be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of the Summer Day Camp Program at its own expense. The District shall have no obligation, financial or otherwise, to obtain or assist in obtaining any application, license, or permit, excepting a building occupancy permit, in relation to the operation and conduct of the Summer Day Camp Program. Prior to the commencement date hereof, the Salvation Army shall provide the District with written evidence of its obtainment of any necessary permits or licenses that are necessary to operate the Summer Day Camp Program on the Premises.

(c) The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation and conduct of the Summer Day Camp Program shall be employees of the Salvation Army and shall not be regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons shall be the exclusive responsibility of the Salvation Army. The District shall have no obligation to provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of the Summer Day Camp Program.

(d) At all times, the Salvation Army shall employ and assign appropriate and sufficient staff to reasonably supervise children attending the Summer Day Camp Program and shall endeavor to protect against and prevent damage to the District's personal property, buildings and grounds or injury to persons while on the Premises.

(e) All equipment, supplies, food and beverages used in the operation and conduct of the Summer Day Camp Program shall be provided by the Salvation Army or the Summer Day Camp Program participants. The District shall have no obligation, financial or otherwise, to provide any equipment, supplies, food or beverages relative to the operation and conduct of the Summer Day Camp Program on the Premises.

(f) The Salvation Army shall maintain all records, invoices and statements relating to the Summer Day Camp Program; shall be responsible for receiving and responding to all communications with persons concerning any aspect of the Summer Day Camp Program; and shall be solely responsible for every aspect of the daily administration, supervision and operation of the Summer Day Camp Program. The District shall have no obligation, financial or otherwise, to provide or perform record keeping, administrative, supervisory or operational services or assistance of any kind with regard to the Summer Day Camp Program.

(g) The Salvation Army shall ensure that the operation of the Summer Day Camp Program shall not interfere with the normal operation or maintenance of the Premises or the conduct of events or activities sponsored, conducted or operated by the District on the Premises. In the event of any conflict between the Salvation Army's operations on the Premises and the District's operations on the Premises, District operations shall be given priority under all circumstances.

3. Term of Agreement.

The term of this Agreement shall be for a ten week period of time during the months of June, July, and August in the year 2009. By May 15, 2009, the Salvation Army and the District's Director of Building and Grounds shall mutually agree upon the exact dates encompassing the ten week time period, taking into consideration the District's school calendar and the dates that the District is in operation. Either party may, at any time, terminate this Agreement, with or without cause, upon not less than thirty (30) days prior written notice to the other. Any termination notice submitted by the Salvation Army to the District in accordance with this provision shall be mailed to the attention of the District's Director of Buildings and Grounds.

Until either party terminates this Agreement in accordance with this provision, this Agreement shall automatically renew on a year to year basis for a similar ten week period of time during the months of June, July, and August of the relevant year. For each year that this Agreement remains in effect, the Salvation Army and the District's Director of Building and Grounds shall, by May 15th of the relevant year, mutually agree upon the exact dates encompassing the ten week time period for the Summer Day Camp Program, again taking into consideration the District's school calendar and the dates that the District is in operation.

4. Reimbursement - Offset For Utilities

The Salvation Army shall pay to the Warren County School District \$_____per month for the reimbursement of additional utility and maintenance costs incurred by the District as a result of the Salvation Army's operation of the Summer Day Camp Program on the Premises.

5. Reimbursement of Repair Costs.

In the event of any damage to the Premises or to equipment or personal property of the District caused in whole or in part by the Salvation Army, its staff or participants or others involved in the Salvation Army's Summer Day Camp Program or in connection with the operation of the Summer Day Camp Program, the Salvation Army shall promptly notify the District of the damage or loss. Upon notification of such damage or loss, the District, at its option, may (1) direct the Salvation Army to repair or remedy the damage or loss at the Salvation Army expense, or (ii) repair or remedy the damage or loss and invoice the Salvation Army for the cost hereof which invoice shall be payable by the Salvation Army within thirty (30) days thereof.

6. Compliance with Laws.

In the conduct of its operation of the Summer Day Camp Program on the Premises, the Salvation Army agrees to comply with all local, state and federal laws and regulations applicable at any time.

7. Indemnification.

The Salvation Army agrees to assume all risk of accident or damage to the Salvation Army, the Salvation Army's equipment/personal property, the Salvation Army's guests and invitees, and all persons and equipment/personal property associated with the Salvation Army in any respect and to release the District from any and all liability with regard to the same. The Salvation Army further acknowledges that this Agreement is entered into for the convenience of and at the request of the Salvation Army and agrees to indemnify the District and hold the District 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 the District or the District's successors and assigns, on account of accident or injury to the persons or property of any third party or on account of the violation of any law or regulation which may arise out of the Salvation Army's operation of its Summer Day Camp Program on the Premises in accordance with this Agreement. The Salvation Army further agrees to reimburse the District for any reasonable attorney's fees and costs incurred by the District as a result of any claim or cause of action that is encompassed by the terms of this provision. As used throughout this provision, the term "District" 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 the Salvation Army's obligations imposed by this provision shall survive the termination of this Agreement.

8. Insurance.

The Salvation Army agrees to carry and maintain for the benefit of District liability insurance that covers the operations of the Salvation Army upon the Premises and that lists the District as an additional insured. 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 the Salvation Army from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the Salvation Army under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against District, 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. The Salvation Army shall provide the District with copies of all required insurance policies prior to the execution of this Agreement, and under no circumstances shall the Salvation Army be permitted to have any access to the Premises until satisfactory proof has been provided to the District that all required insurance policies are in place and are in full force and effect.

9. Clearances

At the time this Agreement is executed, the Salvation Army must provide the District with current Act 34 (criminal record check, including the FBI fingerprint requirements) and current Act 151 (PA child abuse history clearance) clearances for all the Salvation Army employees or agents that will be present on the Premises. The Salvation Army shall not permit any employee or agent of the Salvation Army to be present on the Premises until said clearances have been obtained and provided to the District.

10. No Assignment.

This Agreement, and the Salvation Army's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of Board of School Directors of the District.

11. Entire Agreement.

This Agreement embodies the entire understanding between the Parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification to this Agreement may be made except in a writing signed by the Parties hereto and subject to the ratification of the same by recorded vote of a majority of the Board of School Directors of the District.

12. Savings Clause

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.

13. Construction.

The Salvation Army and the District 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.

WHEREFORE, in witness whereof, the Parties hereto have set their hands and seals the day and year aforesaid.

Attest:

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

President, Board of School Directors

Attest:

THE SALVATION ARMY

By: