

Commissioners of Warren County

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WARREN, PENNSYLVANIA 16365

Fax (814) 728-3479

April 1, 2009

Mr. Peter Turnquist
Business Administration
Warren County School District
185 Hospital Drive
N. Warren, PA 16365

RE: 2009 Summer Playground Program

Dear Mr. Turnquist:

The Warren County Commissioners are requesting permission to use several of Warren County's school playground facilities for the 2009 summer playground program. Enclosed you will find the License Agreement to be signed by the Warren County School District. Please forward the Agreement to the Commissioners' office once signed and a copy will be sent to your attention once the Commissioners have signed the Agreement.

Thank you for your assistance. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Matve".

Pamela Matve
Chief Clerk

LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between the WARREN COUNTY SCHOOL DISTRICT, hereinafter referred to as _____ "OWNER",

AND

WARREN COUNTY COMMISSIONERS, hereinafter referred to as _____ "LICENSEE".

WHEREAS, Owner owns certain facilities commonly described as EQUIPMENT STORAGE, RESTROOM FACILITIES AT: ALLEGHENY VALLEY, and NORTH WARREN Schools (hereinafter "Premises") which Premises the Licensee desires to use; and

WHEREAS, the 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. The Owner grants a license to Licensee to use the Premises for the following time period: _____

2. The Licensee agrees to utilize the Premises for the following purpose:
SUMMER PLAYGROUND ACTIVITIES.
The Licensee agrees to refrain from using said Premises for any other purpose.

3. During the course of its usage, the Licensee agrees to refrain from causing any damage or other waste to the Premises, and in the event that such damage or waste occurs, the 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 the Owner at any time for any reason without obligation. All rights hereunder are personal and may not be assigned by the Licensee.

5. The Licensee acknowledges that the Licensee has had full opportunity to inspect and examine the Premises and that the 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 or damage to Licensee, Licensee's equipment, 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 of every nature and description including attorney's fees made or brought by any third parties against the Owner, the 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 the Licensee under this Agreement.

7. Licensee agrees to maintain for the benefit of the Owner liability insurance covering the operations of the Licensee upon the Premises. The amount of said insurance shall be, for personal injury and property damage, a combined single limit of Three Hundred Thousand Dollars (\$300,000) per person and One Million Dollars (\$1 million) per occurrence.

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

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

10. Other provisions: DAILY CLEANING AND SECURITY IS THE RESPONSIBILITY OF THE LICENSEE, KEYS TO BE PROVIDED WHERE DEEMED APPROPRIATE.

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)

OWNER:
WARREN COUNTY SCHOOL DISTRICT

By _____

LICENSEE:
WARREN COUNTY COMMISSIONERS

PAMELA J. MATVE
CHIEF CLERK

JOHN E. EGGLESTON
CHAIRMAN