

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

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 Licensee desires to use; and

WHEREAS, Owner is willing to give a revocable license to 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: The day
immediately following the last day of school for the 2008/2009 school year through the
day immediately proceeding the first day of school for the 2009/2010 school year. The
License herein granted shall continually renew on an annual basis for the same time
period of the relevant renewal year 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. At all times, Licensee shall employ and assign appropriate and sufficient staff to reasonably supervise all children present on the Premises in accordance with the terms of this Agreement. During the course of its usage, Licensee further 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.

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

6. 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.

7. Licensee agrees to assume all risk of accident or damage to Licensee, Licensee's equipment/personal property, Licensee's guests and invitees, and all persons and equipment/personal property associated with Licensee in any respect and to release Owner from any and all liability with regard to the same. Licensee further acknowledges that this Agreement is entered into for the convenience of and at the request of Licensee and 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 any third party or on account of the violation of any law or regulation which may arise out of Licensee's use of the Premises in accordance with this Agreement. Licensee further agrees to reimburse Owner for any reasonable attorney's fees and costs incurred by Owner 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 "Owner" 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 Licensee's obligations imposed by this provision shall survive the termination of this Agreement.

8. 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.

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. In the event of any conflict between Licensee's operations on the Premises and Owner's operations on the Premises, Owner's operations shall be given priority under all circumstances.

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

11. The Parties agree that they conduct completely separate businesses and affairs and are separate entities and are not partners or joint venturers in any sense whatsoever. The Parties further agree that Licensee's employees and agents shall not be regarded as employees, agents or representative of Owner.

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

13. This Agreement, and Licensee's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of Owner.

14. 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 both Parties.

15. 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.

16. Licensee and Owner 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.

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)

Secretary

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

_____(SEAL)
By: President

ROUSE CHILDREN’S CENTER

_____(SEAL)
By: