

LICENSE AGREEMENT

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

A N D

DOUBLE RAINBOW FARM, a nonprofit 501(c)(3) organization with an address of 2170 Thompson Hill Road, Russell, PA 16345, sometimes hereinafter referred to as -----**“LICENSEE.”**

WHEREAS, Owner owns certain property, real and personal, commonly described as the parking lots at Eisenhower High School (hereinafter referred to as “Premises”); and

WHEREAS, Licensee provides a therapeutic riding program for disadvantaged persons and desires to use the Premises for parking associated with one of its program on September 26, 2009; 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 day of September 26, 2009. The license shall automatically terminate at 12:01 a.m. on September 27, 2009, with no action being required by either Party.

2. Licensee agrees to utilize the Premises for the following purpose: For the sole purpose of providing spectators attending Licensee's open house and fun show at 2170 Thompson Road (which is up the hill from the Premises) on September 26, 2009, ("Licensee's Program") with a place to park their personal vehicles. Licensee agrees that this license shall be strictly limited to personal vehicles and that no trucks or trailers associated with Licensee's Program are permitted to be parked on the Premises. Licensee further agrees that Licensee shall be solely responsible, financially and otherwise, for providing all individuals with transportation from the Premises to Licensee's Program and from Licensee's Program back to the Premises. Last, Licensee agrees that the License shall be strictly limited to the parking lots and that no vehicles shall be permitted to park in the grass or any other area of Eisenhower High School.

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 Program). 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 Licensee's use of the Premises in accordance with this Agreement, Licensee shall promptly notify Owner of the damage or loss. Upon notification of such damage or loss, Owner, at its option, may (i) direct the Licensee to repair or remedy the damage or loss at the Licensee's expense, or (ii) repair or remedy the damage or loss and invoice the Licensee for the cost thereof, which invoice shall be payable by the Licensee within thirty (30) days of the receipt thereof.

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 and automobile insurance covering the operations of Licensee upon the Premises. The amount of said insurance for each policy 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. Insurance Certificates or other documentation evidencing compliance with this provision shall be

provided by Licensee to the District's Director of Buildings and Grounds on or before April 23, 2009.

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, 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 agents, employees, and/or members are independent contractors, and not employees 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, Board of School Directors

DOUBLE RAINBOW FARM

By: David C. Oberg
Executive Director