

LICENSE AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2011 by and between the CITY OF WARREN of Warren, Pennsylvania, hereinafter referred to as "LICENSOR"

A N D

WARREN COUNTY SCHOOL DISTRICT of 185 Hospital Drive, North Warren, Pennsylvania, 16365-4885, hereinafter referred to as "DISTRICT".

RECITALS

WHEREAS, the Licensor presently owns premises which include open fields useful for the practice or play of athletic sports; and

WHEREAS, the District desires to utilize said fields for the athletic activities set forth below; and

WHEREAS, the parties wish to set forth in writing the terms under which the District may utilize the Licensor's premises for the purposes outlined below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. The Licensor does hereby grant permission to the District to go upon and use that portion of the Licensor's premises described below upon the terms and conditions hereinafter set forth.

2. The portion of the Licensor's premises to be used by the District are known as Creola Field at the Clifford R. Betts Park.

3. The parties agree that the District shall utilize the premises described in the preceding paragraph on the following dates for the following purposes: During the Spring sports season (March – June) for baseball practices. Such use is not exclusive and scheduling must be agreed upon by both parties in advance of said sports season.

4. In consideration of the present condition of Creola Field and the potential that it will not be available at all times due to planned rehabilitation, Licensor shall, for the 2011 season only, waive fees as provided for in City of Warren Resolution No. 2847.

5. The District is also afforded the opportunity to go upon those premises for the purpose of applying lines, erecting goals, and performing other maintenance and installation of improvements incident to the scheduled activities set forth in the preceding paragraph. Any markings and equipment left upon the fields between games may be used by other users of said premises.

6. During the time frame set forth in Paragraph 3 hereof, the District agrees to perform the following items of maintenance: lining, field preparation, and other services agreed upon by the parties of the Agreement.

7. The District agrees to refrain from affixing any permanent structures and from committing waste of any other type upon the Licensor's premises. Upon the completion of the scheduled activities as set forth above, the District agrees to take the steps necessary to return the premises to the condition which reasonably approximates the best condition of the premises during the District's use of the premises.

8. The District agrees to provide prompt notification to the Licensor of any deviation from or cancellation of the scheduled use of the facilities as set forth above. Any proposed change in scheduled sports activities due to weather or other circumstances shall be immediately cleared in advance with the Licensor's Parks and Recreation Supervisor.

9. This grant of permission is a license only and may be terminated by the Licensor at any time for any reason upon the provision of ten (10) days' written notice to the District. All rights hereunder are personal and may not be assigned by the District to entities or persons not associated with or operating under the authority of the District.

10. The District assumes all risk of accident and damage to the District, District's equipment, and all persons working with the District and agrees that it has inspected the premises and takes the premises as it finds them, it being agreed that this Agreement is entered into for the convenience of and at the request of the District. The District also agrees to indemnify Licensor and hold Licensor harmless from all claims, suits and demands made or brought by any third party against the Licensor, the Licensor's officers, employees, agents 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 District under this Agreement.

11. Special Provisions: This Agreement shall terminate June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESSES:

CITY OF WARREN (LICENSOR)

Teena M. Leary

By _____
James C. Nelles, Warren City Manager

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

By _____