

LICENSE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2012, by and between the Warren County School District (the “District”), having its principal administrative office at 589 Hospital Drive, Warren, Pennsylvania, 16365 and the Beacon Light Behavioral Health Systems (“Beacon Light”), and organization with its primary place of business at 800 East Mains Street, Bradford, PA, 16701.

WHEREAS, Beacon Light desires to operate, and the District desires to permit Beacon Light to operate, a School-Based Behavioral Health Team Program (“SBBH Program”) for those students that are in need of such services at the Beaty-Warren Middle School, the Warren Area Elementary Center, and the Youngsville Elementary/Middle School (the “Premises”), which area schools that are owned and operated by the District; and

WHEREAS, Beacon Light and the District wish to establish their respective obligations with respect to such SBBH Program.

NOW, THEREFORE, Beacon Light 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 consisting of one office at the Warren Area Elementary Center, one classroom at Beaty-Warren Middle School, one classroom in the Youngsville Elementary/Middle School, and use of other space (e.g. conference room, library, etc.) at each location as available and as determined at the sole discretion of the District.

(b) The District shall provide access to the designated areas only on Mondays through Fridays and only between the hours of 8:00 a.m. and 4:00 p.m. The District shall not be obligated to provide, and Beacon Light 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 Beacon Light shall not be entitled to have, access to the Premises on any day that the District’s programs are not in operation.

(c) Beacon Light agrees that it will utilize the Premises for the sole purpose of operating its SBBH Program.

(d) Beacon Light 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 SBBH Program

(a) Beacon Light shall be solely responsible for obtaining any and all applications, licenses, permits, etc. necessary for the operation of the SBBH 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 SBBH Program. Prior to the commencement date hereof, Beacon Light shall provide the District with written evidence of its obtainment of any necessary permits or licenses that are necessary to operate the SBBH Program on the Premises.

(b) 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 SBBH Program shall be employees of Beacon Light 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 Beacon Light. 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 SBBH Program.

(c) Beacon Light shall maintain all records, invoices, and statements relating to the SBBH Program; shall be responsible for receiving and responding to all communications with persons concerning any aspect of the SBBH program; and shall be solely responsible for every aspect of the daily administration, supervision, and operation of the SBBH 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 SBBH Program.

(d) Beacon Light shall ensure that the operation of the SBBH 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 Beacon Light's operations on the Premises and the District's operations on the Premises, District operations shall be given priority under all circumstances.

(e) Beacon Light shall be solely responsible for paying all costs associated with the SBBH Program, including, but not limited to, phone, printing, coping, and internet costs.

(f) Except as hereinbefore provided for the provision of designated areas within the Premises, the District shall have no obligation, responsibility, or liability in the operation and conduct of the SBBH Program.

3. Term of Agreement and Termination of Agreement

The term of this Agreement shall commence on the date of the Agreement (indicated above) and shall remain in effect until it is terminated by either party. 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 Beacon Light to the District in accordance with this provision shall be mailed to the attention of the District's Director of Curriculum, Instruction, and Learning.

4. 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 Beacon Light, its staff or participants, or others involved in Beacon Light's SBBH Program or in connection with the operation of the SBBH Program, Beacon Light 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 Beacon Light to repair or remedy the damage or loss at Beacon Light expense, or (2) repair or remedy the damage or loss and invoice Beacon Light for the cost hereof which invoice shall be payable by Beacon Light within Thirty (30) days thereof.

5. Compliance with Laws

In the conduct of its operation of the SBBH Program on the Premises, Beacon Light agrees to comply with all local, state, and federal laws and regulations applicable at any time.

6. Indemnification

Beacon Light agrees to assume all risk of accident or damage to Beacon Light, Beacon Light's equipment/personal property, Beacon Light's guests and invitees, and all persons and equipment/personal property associated with Beacon light in any respect and to release the District from any and all liability with regard to the same. Beacon Light further acknowledges that this Agreement is entered into for the convenience of and at the request of Beacon Light and agrees to be solely responsible for and 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 on account of the violation of any law or regulation by Beacon Light, or by Beacon Light's agents or employees, or which may arise out of or relate to Beacon Light's operation of its SBBH Program on the Premises in accordance with this Agreement. Beacon Light 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 the 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 Beacon Light's obligations imposed by this provision shall survive the termination of the Agreement.

7. Insurance

Beacon Light agrees to carry and maintain, so long as this Agreement is in effect, for the benefit of District liability insurance that covers the operations of Beacon Light 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 Beacon Light from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of Beacon Light under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against District, its agent, 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. Beacon Light shall provide the District with copies of all required insurance policies prior to the execution of the Agreement, and under no circumstances shall Beacon Light 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.

8. Clearances

At the time this Agreement is executed, Beacon Light 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 Beacon Light employees or agents that will be present on the Premises. Beacon Light shall not permit any employee or agent of Beacon Light to be present on the Premises until said clearances have been obtained and provided to the District.

9. No Assignment

This Agreement, and Beacon Light'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.

10. 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.

11. 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.

12. Construction

Beacon Light 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.

13. Choice of Law/Venue

All actions, proceedings, or disputes arising between the Parties under this Agreement shall be governed by the laws of Pennsylvania without giving effect to doctrines relating to conflict of laws and shall be filed, tried, and litigated exclusively in the County Courts, State Courts, and Federal Courts having jurisdiction over Warren County, Pennsylvania.

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

BEACON LIGHT BEHAVIORAL
HEALTH SYSTEMS

By: _____
Authorized Agent