

LICENSE AGREEMENT

THIS AGREEMENT made this 11 day of March, 2024, by and between the **WARREN COUNTY SCHOOL DISTRICT**, 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as _____ **"OWNER,"**

AND

WARREN COUNTY, 204 Fourth Avenue, Warren, Pennsylvania 16365, hereinafter referred to as-----**"LICENSEE."**

WHEREAS, Owner owns certain property, real and personal, commonly described as Youngsville Middle/High School. Licensee desires for Licensee and its approved recycling contractor (hereinafter referred to as "its contractor") to utilize the parking lot at Youngsville Middle/High School (said portions are hereinafter collectively referred to as the "Premises") for the purpose of locating, loading, and removing recycling bins on July 10, 2024, at Youngsville High School; and

WHEREAS, Owner is willing to give a 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. With respect to Youngsville Middle/High School, Owner grants a license to Licensee and its contractor for the period of time commencing at 9:30 a.m. on July 10, 2024, and terminating at 2:00 p.m. on July 10, 2024, at which point the license and this Agreement shall automatically terminate with respect to Youngsville Middle/High School, with no action being required by either party.

2. Licensee agrees that Licensee and its contractor shall utilize the Premises for the sole purpose of having its approved recycling contractor locate, load, and remove recycling bins and only on the three days identified in Section 1 of this Agreement. All activities shall be restricted to the Premises and purpose that is described in this Agreement. Additionally, Licensee agrees that the number of, and the exact location of, recycling bins to be located on the Premises shall be subject to the approval of Owner.

3. During the course of its usage, Licensee agrees that Licensee and its contractor shall refrain from causing or permitting any damage or other waste to the Premises (including ensuring that the Premises remains clean and free of garbage and debris). In the event that such damage or waste occurs, Licensee agrees to promptly (within 24 hours of Owner providing notice of said damage or waste to Licensee) repair and/or clean the same to a condition which is at least the equivalent to the condition existing prior to the damage or waste.

4. 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.

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

6. Licensee acknowledges that this Agreement is entered into for the convenience of and at the request of Licensee and Licensee, to the fullest extent permitted by law, agrees to indemnify and hold Owner and Owner's employees, agents, officers, and

board members 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 reasonable attorney's fees made or brought by any third party (including Licensee's agents and employees) on account of accident or injury to the persons or property of said third party which may arise out of or on account of (i) the use of the Premises by Licensee or its contractor; (ii) the actions or omission of Licensee, Licensees agents or employees, its contractor or it's contractor's agents or employees; (iii) the violation of any federal, state, or local law, regulation, or ordinance by Licensee, Licensees agents or employees, its contractor or it's contractor's agents or employees; (iv) the contents of, or the disposal of, the materials to be recycled (some of which may be deemed to be hazardous materials); or (v) the violation of any term of this Agreement by Licensee, Licensees agents or employees, its contractor or it's contractor's agents or employees. Licensee agrees that the terms and obligations imposed by this paragraph shall survive the termination of this Agreement. This provision shall not be construed to in any way limit the Licensee's rights and/or remedies against its contractor or any third party other than the Owner.

7. Licensee agrees to carry, and maintain so long as this Agreement is in effect, and ensure that its contractor carries, and maintains so long as this Agreement remains in effect, general liability insurance in an amount of at least \$1,000,000 that covers the operations of Licensee and contractor upon the Premises. Licensee shall provide proof of said insurance coverage before Licensee, or its contractor, is permitted to access the Premises.

8. Owner shall, at all times, have access to the Premises for school district related activities. However, all with respect to locating, loading, handling, removing, and disposing of the recycling bins and the materials contained therein shall be performed only by the Licensee, its contractor, or their respective employees, agents, or volunteers. Owner is merely providing a site to locate, load, and remove the recycling bins as a courtesy to Licensee, and neither Owner, nor any employee, agent, representative, or volunteer of Owner shall have any other responsibility or liability of any kind.

9. 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 employees, agents, contractor, and volunteers are independent contractors, and not employees or agents of Owner.

10. 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 and approved by each parties governing Board at a public meeting held in compliance with the Pennsylvania Sunshine Act.

11. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and 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:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

WARREN COUNTY

Commissioner

Commissioner

Commissioner