

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the ____ day of _____, 20__ (the "Effective Date") by and between:

ELLWOOD CITY AREA SCHOOL DISTRICT, having an address of 501 Crescent Avenue, Ellwood City, Lawrence County, Pennsylvania, (hereinafter "Licensor")

-- and --

_____, having an address of _____, Pennsylvania, (hereinafter "Licensee")

WITNESSETH:

WHEREAS, Licensor is the legal owner of certain school buildings, facilities and properties (Collectively the "School Property")

WHEREAS, Licensee desires to use a portion of the School Property for Licensee's activities; and

WHEREAS, Licensor agrees to Licensee's intended use upon the terms and conditions set forth herein.

NOW THEREFORE, intending to be legally bound hereby, Licensor and Licensee hereby agree as follows:

1. In consideration for the payment of \$_____ by Licensee to Licensor, Licensor hereby licenses to Licensee the right to use the following locations within Licensor's School Property: _____

2. Any change in the locations set forth in Paragraph 1 above shall require the approval of both parties, unless the change is necessary to avoid any interference with Licensor's provision of educational services or its use of the School Property, in which event Licensor has the sole discretion to change the location for Licensee's use of the School Property.
3. **Licensee acknowledges that Licensee has inspected or had the opportunity to inspect the School Property, that the same are suitable for Licensee's intended use and that no dangerous conditions exist in, on or about the School Property. Licensee agrees to accept possession of the School Property "AS IS" and releases Licensor from any and all liability for any dangerous conditions that were or**

could have been discovered by Licensee and/or of which Licensor was not notified. Licensee acknowledges that Licensor has made no representations or warranties concerning the condition of the School Property

4. Licensee shall not: (a) commit any act or allow any activity to occur on the School Property which violates any federal, state or local laws, regulations or ordinances which are now in effect or which may be enacted during the term of this License; (b) store any hazardous, flammable or toxic substances in or about the School Property, or (c) engage in or permit activity to occur on the School Property which creates a risk of injury, loss or damage which increases the cost of insurance on the School Property or jeopardizes such insurance coverage.
5. During the term of this License, and Licensee's use and/or possession of the School Property, Licensee shall be responsible for providing any security and emergency personnel necessary for the protection of Licensee's participants and spectators and the general public. Licensee shall further be responsible for cleaning and restoring the School Property to a substantially similar condition as existed at the commencement of the term of this License. Licensee warrants that it has appropriate procedures in place in the event of severe weather and agrees to follow the same. Licensee shall comply with all applicable policies and procedures of Licensor governing or relating to the use of the School Property.
6. The term of this License shall commence on the _____ day of _____, 20__, and shall be automatically and immediately terminate on the ____ day of _____, 20__, except that Licensor may terminate this License, at any time, with or without cause, and without any prior notice to Licensee.
7. Licensee shall be responsible, at its sole cost, to provide general liability insurance covering its use of the School Property, which insurance shall name Licensor as an additional insured. Licensee shall provide proof of said insurance to Licensor prior to using the School Property.
8. Licensor shall not be liable to Licensee, its agents, employees, invitees, visitors or any other person, firm or entity whatsoever for any damage caused to such persons or their property as a result of fire, casualty, willful or negligent acts of any person or defects in the School Property or any other cause whatsoever, and Licensee agrees to indemnify, defend and hold and save harmless Licensor and its agents, employees, directors, and insurers, from any and all suits, claims, verdicts, judgments, demands, damages, attorney's fees, or other costs incidental to the foregoing for damages or injury to any person or their property sustained on or caused by the School Property or any part thereof from any cause whatsoever during the term of this License, and/or from Licensee's use of the School Property.
9. Licensee shall not assign this License Agreement without the prior written consent of Licensor.

10. This Agreement constitutes the entire agreement and understanding between the parties concerning the provisions contained herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect.
11. This Agreement may only be amended in writing executed by both Parties.
12. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania.

In witness whereof, the parties hereto have signed their hands and seals the day and year first above written.

Attest:

Ellwood City Area School District

By _____
Title: _____

Attest:

Licensee:

By _____
Title: _____