

## LICENSE AGREEMENT

This License Agreement (this "Agreement"), entered into on \_\_\_\_\_, 20\_\_\_\_ to be effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between CITY OF KEOSAUQUA, IOWA, an Iowa municipal corporation ("Owner") having a place of business at 201 Main Street, Keosauqua, Iowa 52565 and the \_\_\_\_\_ ("Licensee") having a place of business at \_\_\_\_\_.

Licensee desires to license from Owner the area commonly known as the Mildred & Eddie Ferguson Sports Complex, located on Route J40 in Keosauqua, Iowa (the "Property"), (specifically, the **baseball field/other field**) to use for sporting events, (Circle One: **including/excluding**) the use of the concession stand facility, from \_\_\_\_\_ a.m./p.m. \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ a.m./p.m. (the "Activity").

In consideration of the mutual covenants contained herein and as other good and valuable consideration, the parties agree as follows:

1. Licensed Property.

- A. Subject to the terms hereof and the terms of all permits required for the Activity issued by the City of Keosauqua, Owner hereby grants and conveys to Licensee a non-exclusive license on, upon, and across the Property for the limited purposes stated herein.
- B. The grant of this license is subject to all covenants, conditions, restrictions, police powers, regulations and prior easements affecting the Property.
- C. Licensee shall have possession of the Property for the Activity. All setup, removal of equipment, restoration of the Property, and any other obligations set forth in this Agreement shall also occur during Licensee's use of the Property.
- D. The license may be used only for the Activity.
- E. Licensee shall remove any and all equipment from the Property and return the Property to Owner in its original pre-possession condition (including the removal of any trash or debris, but excepting ordinary wear and tear.
- F. Licensee shall not alter any improvements on, over or across the Property, including, but not limited to, any concrete surface, hardscape, light poles, or landscaping.

2. Consideration. In consideration of the rights set forth herein, Licensee shall pay to Owner \$150.00 per day for the baseball field and/or \$100.00 each per day for any other field located on the Property.

3. Deposit. Licensee shall pay a deposit to secure the desired date of for the use of the Property in the amount of \$100.00 (the "Deposit"), due upon the execution of this Agreement. The Deposit will be credited towards the fee for the use of the Property, or, if the reservation is cancelled with less than 30 days written notice to Owner, the Deposit will be forfeited by Licensee.

4. Owner's Access and Control of Property. Owner at all times reserves the right to manage the Property in accordance with its sole discretion. Owner shall also have the right to use the Property for its own events or events with other licensees. As such, Owner shall, from time to time, promulgate rules and regulations pertaining to the use, occupancy and operations of the Property (the "Rules").

5. Compliance with Laws. Licensee, at its sole cost and expense, shall be responsible for and shall obtain, or cause to be obtained, any and all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, in connection with its use of the Property for the Activity. Licensee warrants for itself and its officers, directors, employees, agents, suppliers, and subcontractors, at any tier, and their respective agents and

employees, compliance with all applicable Federal, State, and local laws and regulations (including, but not limited to, compliance with the requirements of all permits required for the Activity).

6. Maintenance; Insurance. Licensee shall keep the Property free from debris and in good condition, and shall repair and pay all maintenance, insurance, security and operating costs accruing with respect to the Property for the Activity. Licensee shall maintain general liability insurance, property insurance, and workers compensation insurance in coverage amounts reasonably acceptable to Owner on the Property. To the extent Licensee has not previously done so, but prior to execution of this Agreement, Licensee shall provide Owner a certificate of said insurance coverage that names Owner and its officers, directors, agents and employees as additional insureds.

7. Indemnification. **Licensee hereby indemnifies and holds harmless Owner and each of its officers, directors, agents and employees from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees and mechanic's and materialman's liens (collectively "Claims"), to the extent same arise out of or relate to the Licensee's use or management of the Property, whether or not such Claims occur as a result of an incident related to the preparation of, or for, the Activity, or an incident related to participation or attendance at the Activity, or result from any act or omission of Licensee including any Claims arising from or attributable to negligent, grossly negligent acts or omissions or willful misconduct of Licensee or Licensee's officers, directors, agents, employees, members, volunteers, contractors or invitees.**

8. No Liens. Licensee hereby waives, and shall not permit to be filed or otherwise imposed, any type of lien on the Property or on any of Owner's property in connection with the Activity or this Agreement. If any such lien is filed, Licensee shall cause such lien to be released and discharged within 15 calendar days, or provide Owner with a bond or other security which shall be in an amount and in form and substance acceptable to Owner in its sole discretion. Each contract Licensee enters into with any subcontractor, must contain a provision to the same effect as the foregoing whereby such subcontractor waives any and all lien rights such subcontractor may now or at any time hereafter have or obtain against the Property or any of Owner's property in connection with the Activity or this Agreement. Without further consideration, Licensee will, and shall cause its subcontractors to, provide additional waivers of lien from time to time upon request by Owner.

9. Hazardous Substances. "Hazardous Substances" means any substance defined in or included under or regulated by any local, state or federal law, rule, ordinance or regulation pertaining to environmental regulation, contamination, clean-up or disclosure ("Environmental Laws"). Licensee agrees that it shall not use or permit the use of any Hazardous Substance in, on, under or around the Property in violation of Environmental Laws. In the event Licensee observes any Hazardous Substance in, on, under or around the Property, or what the Licensee reasonably believes to be a Hazardous Substance, and which is being introduced to the Property in a manner violative of any applicable Environmental Law, Licensee shall immediately report the condition to Owner in writing.

10. Assignment. Licensee shall not assign this Agreement (or any of its rights, duties or remedies under this Agreement) without the prior written consent of Owner. Owner may, however, assign this Agreement (and any of its rights, duties or remedies under this Agreement) to any person or entity without notice to Licensee.

11. Remedies. In the event of a breach by Licensee hereunder, Owner may immediately terminate this Agreement by written or oral notice and/or by restricting access to the Property or exercise any of the remedies at law or in equity. In the event of a breach hereunder by Owner, Licensee's remedies shall be limited to specific performance and the right to terminate this Agreement. Licensee is hereby waiving any rights, claims, causes of action and/or remedies it may otherwise have, at law or in equity, in connection with Owner's obligations hereunder. In no event will either Owner or Licensee be liable for incidental, indirect, special or consequential damages of any kind arising out of this Agreement.

12. Entire Agreement. This Agreement, together with all exhibits and referenced documents, constitutes the entire agreement between the parties regarding the Property and the Activity and supersedes all prior understandings and negotiations (whether written or oral). The word "including" or derivations thereof means "including, but not limited to". All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. This Agreement can only be amended in writing signed by all parties. When this Agreement requires a matter to be subject to the consent or approval of Owner, such approval or consent must be in writing and may be granted or withheld at Owner's option (unless expressly provided otherwise herein). All obligations of Licensee in

this Agreement providing for performance after termination shall survive termination; and all indemnities contained in the Agreement shall survive termination. The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the remainder, which shall continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part hereof.

13. Notices. All notices given under this Agreement must be in writing and must be given to the parties at the addresses set forth above (or at such other address as the parties may specify in accordance with this paragraph). Notices given by mail shall be deemed delivered three business days after deposited in the U. S. Mail, Registered or Certified Mail, Return Receipt Requested. Notices given by any other means shall be deemed delivered when acknowledged by the party receiving notice.

14. Consent to Jurisdiction. Exclusive venue for any and all legal actions regarding this Agreement shall be Van Buren County, Iowa. The parties hereby submit themselves to the jurisdiction of Iowa courts sitting in Van Buren County, Iowa, and to the jurisdiction of federal courts sitting in the Southern District of Iowa.

IN WITNESS HEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

LICENSEE:

CITY OF KEOSAUQUA, IOWA  
an Iowa municipal corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_