

License

This license is entered into by and between the Village of New Richmond (herein Licensor), 102 Willow Street, New Richmond, Ohio 45157 and New Richmond Youth Sports Association (herein Licensee) 2375 Laycock Cutoff Road, New Richmond, Ohio 45157 this ____ day of April, 2018.

Term

This license shall be for the period from March 1st, 2018 to September 1st, 2019 unless terminated earlier by Licensor should public interest require or as provided within this license.

Area Licensed & Uses Permitted

Licensor grants to Licensee a non-exclusive license in, over and above the land known as the New Richmond Ball Fields located on Old Route US 52, shown on the attached exhibit "B" formally attached hereto (herein "ball fields"). This license may not be expanded to include any other activities without the express approval of Licensor, which approval shall not be un-reasonably withheld.

Licensee shall pay to Licensor the sum of one thousand five hundred dollars (\$1,500) per season in license fee. The first year fee may be paid in three payments of five hundred dollars (\$500) each. The first payment is due on execution of this License. The remaining first year payments are due on June 1st and August 1st, 2018 respectively. The remaining annual payment shall be paid on March 1st of 2019. In addition to this license fee obligation, Licensee shall also be responsible for maintaining in a proper and suitable manner satisfactory to Licensor, the ball fields. Should Licensee fail to maintain the ball fields in a suitable manner satisfactory to Licensor, in addition to terminating the license, Licensor may contract for the necessary maintenance and upkeep, and recover the funds expended on the contract from Licensee.

However, prior to initiating any contract for necessary maintenance and upkeep, Licensor shall give Licensee notice of its intention to do so. Said notice shall be in writing, mailed to Licensee at the mailing address currently on file with Licensor. In addition, said notice shall, at a minimum, identify with some specificity the maintenance and upkeep required, as well as the desired completion date.

Termination

Licensor may terminate the license

1. Should public interest so require upon written notice to licensor by July 1st of the preceding year; or
2. Without Notice, should Licensee, violate the terms of this license; or
3. Without Notice, when Licensee ceases to operate as an organization

The termination of this license shall occur upon the majority vote of Council on a motion or resolution to terminate the license.

Insurance

Licensee shall maintain premises and public liability insurance in an amount not less than one million dollars (\$1,000,000.00) with the Licensor named on the policy as an additional insured. The policy shall also permit the licensor, its employees and agents to claim protection under the insurance. The insurance may not be cancelled by licensee for any reason. Failure to maintain the policy of insurance shall cause the immediate termination of this license.

Indemnification

As a condition of the issuance of this license, Licensee hereby covenants and agrees to hold harmless the Licensor, its employees, agents, assigns, insurers and attorneys for any and all claims, demands, costs and expenses including but not limited to any damages and/or attorney fees incurred by or ordered against the licensor, its employees, agents, assignees, insurers and attorneys as a result of the use of this license by Licensee, his patrons or employees.

Miscellaneous

Licensor agrees during the term of this license not to grant to any other individual, organization or group a license superior to this license.

Licensor agrees not to remove or destroy permanent fixtures or improvements made by Licensee.

Licensee shall maintain all property within the ball fields, including, but not limited to, mowing of grass, maintaining ball fields, fencing, parking areas, seating, play-set and buildings owned by New Richmond Youth Sports Association.

Licensee shall pay all utilities associated with licensee area including, but not limited to, electric, trash removal telephone, mowing contracting, etc.

The license is personal to the Licensee and may not be sold, assigned or otherwise transferred by Licensee.

The license does not grant to licensee any interest in the real property, improvements or personal property located thereon other than as set forth in this license.

Licensors:

Licensee:

Ramona Carr, Mayor

Kristin Bennett, President,
New Richmond Youth Sports Association

Attest:

Lynn Baird, Fiscal Officer

Approved to form and Content

Scott Sollmann, Village Solicitor

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