

**REAL PROPERTY LICENSE AGREEMENT
FOR NONPOLITICAL SUBDIVISION**

This Agreement is made as of January 3, 2022, between the Board of Education of Wapakoneta City Schools ("District"), whose address is 1102 Gardenia Drive, Wapakoneta, Ohio 4589, and the Wapakoneta Family YMCA, 1100 Defiance Street, Wapakoneta, Ohio 45895 ("YMCA").

1. Subject to the terms and conditions set forth in this Agreement, District grants to YMCA a nonexclusive license (the "License"), to enter upon and use the real property of the District located at 400 W Harrison Street, Wapakoneta, Ohio 45895 (football practice field), "Licensed Premises", for the purpose of a community ice rink (Exhibit A). YMCA shall not be permitted to commit any waste not associated with the construction, maintenance, and use of Community Event, or cause any other damage to the Licensed Premises.
2. The License will commence on January 3, 2022, and shall terminate automatically on May 1, 2022 unless extended by a mutually executed written addendum. Prior to the termination date, either District or YMCA may terminate this License Agreement effective upon 30 days written notice to the other party. Upon termination of the License, whether at the expiration of the term or by notice of intent to terminate by either party, YMCA's right to enter upon and use the Licensed Premises shall cease.
3. Both Parties acknowledge that this Agreement constitutes good and valuable consideration.
4. YMCA shall repair and maintain the grounds on the Licensed Premises in a good, safe and clean manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at YMCA's sole cost and expense.
5. YMCA shall indemnify, defend and hold District harmless from and against any and all claims, demands, liabilities, damages and losses and any incidental expenses resulting from injury to or death of persons or damage to property arising out of the use of the Licensed Premises by YMCA or its agents, employees, or invitees, or otherwise arising in connection with the License granted to YMCA, unless the injury, death or property damage was sustained solely as a result of any negligent or other wrongful acts of District or its agents, employees, or contractors.
6. YMCA shall procure and maintain, at YMCA's sole expense, insurance covering the Licensed Premises. The YMCA shall purchase, and maintain without interruption throughout the term of this Agreement and any subsequent extension terms or holdover term by the YMCA the following types and amounts of insurance:
 - A. Comprehensive general liability insurance with a minimum liability coverage of Bodily Injury and Property Damage \$1,000,000
 - B. General Aggregate \$3,000,000

The District shall be named as an additional insured on the YMCA's insurance policies. All insurance policies shall be maintained through an insurance company satisfactory to the District. Insurance required by this Agreement shall provide coverage for all claims arising

from activities during the term of the policy, regardless of the date the claim is filed. The YMCA shall provide the District with a certificate of insurance evidencing such insurance in amounts satisfactory to the District. The YMCA shall provide the District notice of cancellation of insurance coverage fourteen days prior to such event. The maintenance in full current force and effect of such form and amount of insurance shall be a condition precedent to the YMCA's exercise or enforcement of any rights under this Agreement.

7. Neither Party hereto shall assign (whether directly or by operation of law) any right, nor delegate the performance of any obligation under this Agreement without the prior written consent of the other Party hereto.
8. District and its successors and assigns shall have full right and privilege to use the Licensed Premises for any other purpose; provided that the District shall not unreasonably interfere with the access or use of the Community Event and other rights granted to YMCA under this License.
9. All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

District:

Wapakoneta City Schools
1102 Gardenia Drive
Wapakoneta, Ohio 45995


YMCA:

Wapakoneta Family YMCA
1100 Defiance Street
Wapakoneta, Ohio 45895


10. This Agreement shall be construed in accordance with the laws of the State of Ohio, and that any action brought hereunder may be instituted and maintained only in the Auglaize County Court of Common Pleas.
11. If any provision of this Agreement is held by a court to be invalid or unenforceable, the provision shall be reformed by the court to the extent necessary to render it valid or enforceable. Failing reformation, this Agreement shall be construed as if the invalid and/or unenforceable provision had never been contained herein.
12. This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the Parties hereto and correctly states the rights, duties, and obligations of each Party as of this document's date. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing signed by both District and YMCA.
13. YMCA is an independent contractor and will have sole authority to control and direct the details of its performance and its activities. However, YMCA agrees that it will conduct all activities in accordance with applicable federal and state laws and District policies and procedures. In addition, YMCA agrees to employ the sufficient number of qualified staff for its operations. YMCA will not be the employee of the District under the meaning or application of any federal or state laws, including but not limited to unemployment insurance or workers' compensation laws, and will not be entitled to any of the benefits of a District employee. YMCA assumes all liabilities and obligations imposed by any such laws. YMCA will have no authority to act as an agent of the District and will not hold itself out as such.

IN WITNESS WHEREOF, the Parties intending to be legally bound have executed this Agreement and the effective date shall be the date on which this Agreement is signed by the Parties.

DISTRICT

By:  Date: 1-13-22
Mila Watt

YMCA


By: Joshua Lopez CB Date: 1/5/2022



W Harrison St

W Harrison St

W Harrison St

Jackson St

Jackson St

W Harrison St

Wapakoneta Skatepark

Auglaize River

Auglaize River

Auglaize River



Google

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Lee's Rink Ohio