

RENEWAL LICENSE AGREEMENT

THIS RENEWAL LICENSE AGREEMENT ("Agreement") is entered into between the City of Parma, Ohio ("Licensor") located at 6611 Ridge Road, Parma, Ohio, 44129, and the Parma Animal Shelter, Inc. ("Licensee") located at 6260 State Road, Parma, Ohio 44134.

1. Grant of License

Licensee hereby agrees to pay the amount of ten dollars (\$10.00) per year. Licensor hereby grants to Licensee the exclusive, nontransferable right, during the term of this Agreement, to staff and operate the Parma Animal Shelter (the "Shelter") located at 6260 State Road, Parma, Ohio (the "Premises"), according to the terms and conditions set forth in this Agreement.

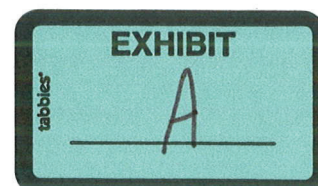
2. Term

The term of this Agreement shall be for five years commencing on the _____ day of _____, 2016, and terminating on the _____ day of _____, 2021. This agreement can be effectively terminated by either party giving the other party written notice of its intention to terminate the agreement. The termination shall become effective thirty days after the date the party receives said written notice. The Mayor and/or Safety Director of the Licensor has the authority to terminate the license on behalf of the Licensor. The Board of Trustees of Parma Animal Shelter, Inc. has the authority to terminate the license on behalf of the Licensee. A majority vote by the Board of Trustees of Parma Animal Shelter, Inc. has the right to terminate the License on behalf of the Licensee.

3. Licensor's Responsibilities

Licensor shall be responsible for repairs to the structure of the building and the following expenses associated with the Premises and the operation of the Shelter:

1. Normal repairs and maintenance of Premises not resulting from destruction from intentional or negligent acts of Licensee, which also include:
 1. Building structure
 2. Roof
 3. Heating, ventilation, and air-conditioning systems
 4. Plumbing
 5. Electrical, mechanical systems, and equipment
2. All utilities, which also includes:
 1. Water
 2. Sewer
 3. Gas
 4. Electric
 5. Phone



3. Parking lot and grounds maintenance, which also includes:
 1. Trash and debris removal every Monday and Thursday
 2. Directional Signs
 3. Painting of Spaces
 4. Snow Removal
 5. Lighting
4. Smoke detectors and fire extinguishers
5. Internal light bulb replacement and lighting maintenance
6. Licensor shall not be responsible for any medical expenses once Animals are validly donated to Licensee
7. Licensor shall be responsible for all medical expenses for any Animal not yet validly donated to Licensee and associated with emergency medical treatment during an impoundment period

4. Licensor's Right to Enter Premises

Licensor shall have the right to enter the Premises at any reasonable time to inspect the premises to assure Licensee's compliance with this Agreement.

5. Licensee's Responsibilities

Licensee shall be responsible for the following expenses associated with the Premises and the operation of the Shelter:

1. Paper products
2. Cleaning products
3. Laundry products
4. Cat food and dog food
5. Internal cleaning
6. All medical expenses for any Animal deemed validly donated to Licensee
7. Cat litter
8. Internet and Wi-Fi

6. Notices

All notices to be given under this Lease will be in writing and mailed or hand-delivered to the following addresses:

Landlord

The City of Parma, Ohio
Attention: Safety Director
6611 Ridge Road
Parma, Ohio 44129

Tenant

Parma Animal Shelter, Inc.
Attention: Board of Trustees
P.O. Box 347321
Parma, Ohio 44134

7. Indemnification

Licensee agrees to indemnify, defend and hold Licensor harmless from any and all liabilities, damages, penalties, costs expenses, claims, suits or actions due to or arising out of any damages to property or injury to persons (including death) resulting at any time caused by the negligence and/or willful acts of Licensee and or its agents, guests, and/or employees.

8. Insurance

Licensee agrees to carry comprehensive general public liability insurance against claims for bodily injury and/or property damage to the extent of not less than one million dollars (\$1,000,000.00) per occurrence nor less than two million dollars (\$2,000,000.00) for bodily injuries and/or property damage in the aggregate and the Licensor shall be named as an additional insured.

9. Policies and Procedures

Licensee agrees to provide Licensor with current copies of Licensee's Policies and Procedures. Licensee also agrees to abide by all federal, state and local regulations regarding fundraising as a 501(c)3 Corporation and will provide notice to Licensor of any events planned on Licensor's property.

10. Fees

Licensor is entitled to all the impoundment fees which will be collected only by an authorized representative of the Licensor. Licensee shall be entitled to all adoption fees.

This document and the attached exhibits which are hereby incorporated into this agreement contain the entire understanding between the parties. No prior oral and/or written agreements shall be considered as having legal effect.

This License Agreement is executed on this _____ day of _____, 2016.

City of Parma, Ohio

Parma Animal Shelter, Inc.

Mayor Timothy DeGeeter

Interim Safety Director Thomas Weinreich
