

LICENSE AGREEMENT

THIS LICENSE, made as of this ___ day of _____, 2022, by and among the City of Parma, an Ohio municipal corporation (the "Licensor"), and the Southwest Enforcement Bureau, otherwise known as SEB (the "Licensee").

WITNESSETH:

1. PREMISES

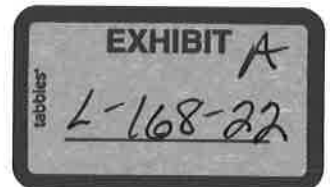
Whereas, the City of Parma holds in fee simple interest in certain lands known as Permanent Parcel Number (PPN) 454-04-016 (aka 7335 Ridge Road, Parma, Ohio 44129) ("Premises"). In consideration of the mutual covenants and agreements contained herein, Licensor hereby permits to Licensee a license to use the designated land area approximately 107 feet by 55 feet located on the eastside of the City recreation building and more fully described in Exhibit A attached hereto subject to the terms and conditions of this agreement.

2. TERM

- (a) This license agreement shall commence upon the signing of this document, the "Commencement Date", and continue for a period of fifteen (15) years. The license shall automatically renew under the same terms and conditions each succeeding five (5) years unless and until either the Licensor or Licensee provides thirty (30) days written notice that it no longer desires to continue with the license agreement.
- (b) The Licensee shall pay to the Licensor for the use of the Premises, the sum of One Dollar (\$1.00) per year, to be due in advance on the first day of January, beginning on the Commencement Date, and continuing for the duration of the term of the license, at the office of the Licensor, or such other place as it may from time to time designate.

3. ASSIGNMENTS AND SUBLETTING

- (a) Licensee shall be entitled to the exclusive use of the premises
- (b) Licensee shall not be entitled to sublet, assign, or transfer any of its rights and privileges under this license agreement to any other person or entity unless Licensor consents in writing to the proposal.



- (c) No portion of the Property shall be used by any person other than Licensee unless Licensor consents in writing to the proposal.

4. USE

Licensee agrees that it will use and occupy the Premises for purposes of housing and storing of emergency vehicles and equipment. Licensee shall be permitted to occupy the Premises at all times. Licensee covenants that it shall use the Premises in a safe and reasonable manner and that no nuisance shall be permitted nor shall any waste be committed upon the Premises. Licensee further covenants that it shall fully obey all public laws, ordinances, rules, or regulations relating to its use of the Premises.

Licensee shall employ and provide all necessary steps--including but not limited to video surveillance, sufficient locking systems, and security systems--to ensure the protection of its emergency vehicles, equipment, and all other property that is to be housed and stored on the Premise. Licensee shall provide a list of names and contact information to the Licensor of all persons who will be using the premises associated with the operation of housing and storing property on said premises.

5. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

It is anticipated, and the Parties contemplate that Licensee will erect a storage building/garage on the premises. All alterations, additions and improvements made to the Property shall be made by qualified and bonded/insured contractors in a workmanlike manner and in accordance with all applicable State and City building codes and regulations and State and County Board of Health Codes. Consistent with City building codes, Licensee shall submit to the Licensor for approval, before work begins, detail plans and specifications of all work to be done on premises.

The Licensee at its own cost and expense shall install all equipment necessary for its own purposes. Equipment and displays are the personal property of the Licensee and may be removed upon the termination of the agreement.

All building structure on the Premises alterations, additions and improvements shall be considered fixtures and may not be removed by the Lessee and shall become the property of the Licensor upon acceptance of the Licensor. All building structural improvements on the Premises to be completed by Licensee becomes an integral part of the property, and title to such improvements is vested in the Licensor. Should the Licensor determine not to accept the improvements, the Licensee shall remove the improvements within a reasonable time at Licensee's cost and restore the Property to its original condition.

6. TAXES

Licensee shall be obligated to and responsible for any and all taxes associated with the use and operation of the Premises.

7. MAINTENANCE AND REPAIRS

(a) Licensee shall keep the Premises in good order, condition, and repair, and shall keep the Premises in a clean, sanitary, and safe condition, and in accordance with all applicable city, state, federal and agency regulations. Licensee shall not permit any waste, damage, or any other injury to the Premises.

(b) Licensor shall be permitted and authorized to enter and inspect said premises in order to ascertain that the use and occupancy of the premises are in compliance with the terms of this license.

(c) Licensee shall be responsible for constructing any and all buildings and storage facilities to house and store emergency vehicles, equipment, and property.

(1) If Licensee chooses to construct and erect any building, storage facility, or structure, Licensee shall maintain and make all necessary maintenance and repairs to the Building.

(2) Licensee is explicitly required to repair any damage caused to the building structure within a reasonable time after being put on notice of such damage.

8. INSURANCE

(a) At all times during the term of this License, Licensee shall, at Licensee's own expense, keep in full force and effect liability insurance in companies acceptable to Licensor, naming both Licensor and Licensee as insured parties, in which the coverage shall not be less than one million dollars in comprehensive general public liability insurance against claims for bodily injury and/or property damage per occurrence, in addition to coverage not less than two million dollars for bodily injuries and/or property damage in the aggregate.

(b) Licensee shall further maintain all-risk property insurance on its personal property and trade fixtures (both presently affixed and after-acquired) located on the Premises to the full insurable value thereof.

- (c) Certificates of all policies of insurance to be maintained by the Licensee pursuant to the terms of this Section, and said certificates and certificates of all renewals thereof, shall be delivered to the licensor prior to the Commencement Date. Each such policy shall contain an endorsement to the effect that the same shall not be canceled or the coverage thereunder decreased without thirty (30) days' notice to the Licensor.

9. UTILITIES

Licensee shall be responsible for providing any and all utility services for the Premises, including but not limited to, electricity, gas, water, sewer, heat, telephone, and trash collections. Licensee at its sole expense shall maintain and repair, or cause to repair, all utility service equipment which serves the Property and/or Premises. All utilities shall be listed in the name of the Licensee.

10. WAIVER

The failure of Licensor or Licensee to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

11. REMEDIES CUMULATIVE

All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

12. SURRENDER OF LICENSED PREMISES

- (a) Upon the expiration or earlier termination of this License, Licensee shall quit and surrender the Premises and all buildings and other structures affixed thereto to Licensor.
- (b) Equipment and displays are the personal property of the Licensee and may be removed upon termination of the agreement.
- (c) All building improvements, alterations and additions at any time made or installed in, upon or to the Premises (except personal property, equipment and trade fixtures installed at Licensee's expense), shall thereupon become the property of Licensor without any claim by Licensee, therefore. Before surrendering the Premises, Licensee shall, if Licensor so elects, also remove any improvements, alterations, additions, and equipment made or installed by or on behalf of Licensee. Licensee

agrees to repair any damage caused by the removal of any of such improvements, alterations, additions, and equipment, or by the removal of Licensee's personal property, equipment, and trade fixtures. If Licensee shall fail to remove any of Licensee's personal property, equipment or trade fixtures, within thirty (30) days or any of Licensee's improvements, alternations, additions and equipment which Licensor has elected to be removed, said property shall, at the option of Licensor, either be deemed abandoned and become the property of Licensor, or Licensor shall have the right to remove and store such property and to dispose of such property in accordance with the law, at the expense of Licensee and hold Licensee responsible for any and all charges and expenses incurred by Licensor therefore.

13. IMMUNITY

Each party is solely responsible for its own acts of negligence and recklessness, and neither party waives any rights associated with Ohio Revised Code 2744.

14. CARE OF THE PREMISE

Licensee agrees to keep reasonable care of the Premises and any building or structures upon same in the following manner, including but not limited to:

- (a) That it shall not commit or suffer to be committed any waste upon the Premises.
- (b) That it will not use or permit on the Premises any hazardous waste or substance.
- (c) That it will not use the Premises in such a manner that would, endanger the health or safety of the Licensor's patrons, residents, or persons in the community.
- (d) That it will not permit noxious odors to emanate from the Premises.

15. NOTICES

- (a) Any notices or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given in person or by mailing such notices or consent by Registered or Certified Mail to the addresses hereinafter specified, or to such other addresses as either party may hereinafter designate by notice to the other.
- (c) This License contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof, all prior negotiations, commitments and understanding relating thereto being merged herein. This License may be amended or modified only by a written instrument signed by both parties.
- (d) All matters pertaining to the validity, construction and effect of this License shall be governed by and construed under the laws of the State of Ohio, without regard to its conflicts of law provisions.

(d) If any provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, nevertheless shall continue in full force and effect without being impaired or invalidated in any way.

(e) This License shall bind and insure to the benefit of the parties, hereto, their respective successors and assigns.

(f) Nothing contained in this License shall render Licensor in any way a partner, joint venture or associate with licensee in the operation of the Premises or subject Licensor to any obligation, loss, charge, or expense in connection with or arising from the operation of the Premises.

16. TERMINATION

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 Service Director of the City of Parma have the authority to terminate the license on behalf of the City. The President of SCOG/and or its Executive Director has the authority to terminate the license on behalf of SEB.

This License Agreement is executed on the ____ day of _____, 20__.

ON BEHALF OF THE
CITY OF PARMA, OHIO

ON BEHALF OF SCOG/
SOUTHWEST ENFORCEMENT BUREAU

Mayor Timothy DeGeeter

Thomas Perciak, SCOG/SEB President

Date

Date