

RENEWAL LICENSE AGREEMENT

Whereas, Licensee desires to operate a nonprofit animal shelter located at 6260 State Road Parma, Ohio (the Premises). The Licensee's operation houses animals at the premises for the purpose of providing refuge to such animals, offering such animals for adoption to the public, and hosting adoption and other events in furtherance of Licensee's nonprofit mission;

Whereas, Licensor's Animal Control Department impounds stray, aggressive, and other animals as part of its legal responsibilities at the Premises. The Animal Control Department uses designated space within the Premises for its operations and to house impounded animals.

Now, therefore, 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 to Licensor. In consideration of this payment, Licensor hereby grants to Licensee the exclusive, nontransferable right, during the term of this Agreement, to use and operate as a nonprofit animal shelter in a designated space located at 6260 State Road, Parma, Ohio (the "Premises"), according to the terms and conditions set forth in this Agreement. Licensor will continue to use designated space for its operations and for animals impounded by Animal Control within the Premises including but not limited to three dog cages in the kennel and three cat cages in the area known as the step down room.

2. Term

The term of this Agreement shall be for a period commencing upon ratification by City Council and execution of this Agreement and terminating on the 30th day of June 2028. Agreement may be renewed by written agreement of the parties.

3. Termination

This agreement can be terminated without cause by either party after giving the other party at least ninety (90) days prior written notice of its intention to terminate the agreement. The termination is effective as of the date indicated in the 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.

In case of any termination of this Agreement, Licensee will have up to thirty (30) days to remove Licensee's property and Animals from the Premises. Upon request of Licensee in writing, a reasonable extension of this time period may be granted by Licensor.



4. 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:

- a. 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
- b. All utilities, which also includes:
 - 1) Water
 - 2) Sewer
 - 3) Gas
 - 4) Electric
- c. 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
- d. Smoke detectors and fire extinguishers
- e. Internal light bulb replacement and lighting maintenance
- f. Licensor shall not be responsible for any medical expenses for animals owned by Licensee or once animals are validly surrendered to Licensee
- g. Licensor shall be responsible for all medical expenses for any animal not yet validly surrendered to Licensee and associated with emergency medical treatment during an impoundment period unless otherwise authorized by Animal Health and Welfare Committee.

5. 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 applicable law and the terms of this Agreement.

6. Licensee's Responsibilities

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

- a. Paper products

- b. Cleaning products
- c. Laundry products
- d. Cat food and dog food
- e. Internal cleaning
- f. All medical expenses for any animal surrendered to or otherwise possessed by Licensee.
- g. Cat litter
- h. Internet and Wi-Fi
- i. Phone

7. Notices

All notices to be given under this Lease will be in writing and transmitted by electronic mail, regular U.S. Mail, overnight carrier, or hand-delivered to the following addresses:

Licensor

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

Licensee

Parma Animal Shelter, Inc.
 Attention: Board of Trustees
 6260 State Road
 Parma, Ohio 44134

8. 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.

9. 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.

10. 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.

11. Fees

Licensor is entitled to all impoundment and board fees paid by any animal owner for any animal that has not been surrendered to Licensee. The fees will be collected from the animal owner by

the Licensor. Licensee is 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 _____, 2023.

City of Parma, Ohio

Parma Animal Shelter, Inc.

Mayor Timothy DeGeeter

Safety Director Bob Coury