

NORTH CAROLINA

LICENSE AGREEMENT

GUILFORD COUNTY

THIS LICENSE AGREEMENT (this "License") is made as of _____, by and between GUILFORD COUNTY, a body of politic organized under the laws of the state of North Carolina with an address of 301 West Market Street (the "Licensor"), and West Market Street United Methodist Church, Inc., (the "Licensee") a North Carolina non-profit corporation. The Licensor and Licensee shall also be referred to herein each as a "Party", and collectively as the "Parties".

WHEREAS, Licensor owns certain real property located at 301 W. Market Street, Greensboro, NC defined as a parking deck (the "Parking Deck") and further described in Exhibit A; and

WHEREAS, Licensee owns certain real property, adjacent to the Parking Deck, at 302 West Market Street, NC and wishes to utilize the Parking Deck as additional parking for its congregants, staff, and guests; and

WHEREAS, Licensor is willing to grant Licensee permission to utilize the Parking Deck for additional parking subject to the terms of this License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. License.** Subject to this agreement, Licensor authorizes and grants a non-transferable, non-exclusive, revocable license to the Licensee for the purposes of utilizing the Parking Deck for additional parking.
- 2. Term.** The License shall be effective _____ (the "Effective Date") and terminate on June 30, 2028. Licensor reserves the right, in its sole discretion, to terminate the License by providing 30 days advance written notice to Licensee.
- 3. Rent.** Licensee shall pay to Licensor an annual amount of \$1.00.
- 4. No Services Provided.** The Parties understand and agree that this is a non-transferable, non-exclusive, revocable license. Licensor shall not be required, obligated, nor compelled to furnish any services or facilities or to make any repairs or alterations in or to Parking Deck to accommodate Licensee's use.

Licensee shall not make any changes, repairs, improvements, or alterations to the Parking Deck during the Term of this License.

- 5. Use.** Licensee's sole use of the Parking Deck shall be for the parking of cars and vans used by

its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees. The Parking Deck shall not be used for any illegal purpose, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Parking Deck. The License shall be terminated immediately if the Parking Deck is no longer used for the purposes set forth herein.

6. **Restrictions on Use.** Licensee accepts the Parking Deck in its “as-is” and “where-is” condition and acceptable for its use. Additionally, Licensee shall be responsible for its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees’ safety while accessing and utilizing the Parking Deck. Licensor shall have no obligation nor requirement to provide security to the Licensee, its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees’ during the term of this License.

Licensee acknowledges and understands the right to park in the Parking Deck is based on availability of parking space and the Parking Deck being open for use. Licensor reserves the right to close a portion or all of the Parking Deck to accommodate its operations and needs at the site, in the Licensor’s sole discretion. This License shall not constitute exclusive use of the Parking Deck nor any interest in the Parking Deck. Should the Parking Deck be closed for any reason, at any time, Licensee understands and acknowledges that the Parking Deck may not be used.

Restrictions on the Licensee’s use shall include, but not be limited to:

- a. Parking Deck shall be used solely for parking of pedestrian vehicles. Licensee shall not use the Parking Deck to accommodate any other task, function, event, or service.
- b. Motorcycles, motorbikes, dirt bikes, 4-wheelers and other similar vehicles are strictly prohibited.
- c. Any vehicle requiring a Class A or Class B license is strictly prohibited.
- d. Parking utilization shall only be allowed and only occur on Saturday or Sunday, if the Parking Deck is open for parking. Parking shall not be allowed on Monday – Friday under any circumstance.
- e. Signage for the Licensee’s benefit is prohibited.
- f. Licensee shall not charge rent and/or levy any fee to its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees for use of the Parking Deck.

The License shall automatically terminate if the Licensee does any of the following:

- a. Uses the Parking Deck for any purpose other than parking.
- b. Fails to keep the Parking Deck clean and tidy during times of use.
- c. Uses the Parking Deck to store vehicles, equipment, and/or any other personal property.
- d. Attempts to and/or makes any alteration, repair, or improvement to the Parking Deck.
- e. Uses the Parking Deck for any for-profit or commercial purpose.

- f. Attempts to lease the Parking Deck to another entity, sell the Parking Deck to another entity, or transfer the License to another entity.
 - g. Ceases to use the Parking Deck for parking.
 - h. Impedes and/or obstructs Licensors' use of the Parking Deck in any way, at any time.
 - i. Fails to comply with any request from the Licensor.
 - j. Otherwise violates the terms of this License.
- 7. **Signage.** Licensee shall place no signs upon the outside walls or roof of the Parking Deck. Nor shall Licensee be permitted to place signs on the grounds of and/or surrounding the Parking Deck.
- 8. **Compliance with Laws.** Throughout the term of this License, Licensee, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to Licensee's use of the Parking Deck or any part thereof.
- 9. **Indemnity; Insurance.** Licensee, including Licensee's its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees, shall indemnify and hold harmless Licensor, and each of Licensor's officers, agents, employees, and representatives, from and against any claim, demand, liability, or legal proceeding of any kind brought by or on behalf of any third-party (including but not limited to those arising from personal injury, death, or property damage), whether meritorious or not, that arises directly or indirectly from: 1. The use or occupancy of the Parking Deck by Licensee or Licensee's congregants, staff, agents, employees, consultants, affiliates, guests, and invitees; 2. Any act or omission of Licensee or Licensee's congregants, staff, agents, employees, consultants, affiliates, guests, and invitees; and/or 3. The performance or failure to perform any of Licensee's duties under this License. This obligation to indemnify and hold harmless shall survive the expiration or termination of this License and includes, without limitation, attorney's fees and other costs of defense incurred by Licensor, its officers, agents, employees, and/or representatives.

Licensee will provide for the Licensor, by insurance or otherwise, reasonable written assurance for the performance by Licensee of this indemnity and save harmless agreement.

Commercial General Liability: The Licensee does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

GUILFORD COUNTY shall be named as an additional insured on Licensee's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Licensee will also secure its general liability insurance from an A-rated insurance company acceptable to the COUNTY.

Prior to the execution of this License Agreement, Licensee shall provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall

state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." Original insurance policies or certified copies of policies may be required by the COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent thirty (30) days prior to any expiration date. Notwithstanding the foregoing, if any such insurance expires without having been renewed by Licensee, Licensor shall have the option, in its sole discretion, to terminate this License immediately.

10. Destruction of or Damage to Premises. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this License shall terminate as of the date of such destruction. Licensor shall have no responsibility nor obligation to restore the Parking Deck.

11. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

Notices to Licensor:

Guilford County
Attn: County Manager
301 W. Market Street
Greensboro, NC 27401

With copies to:

Guilford County
Attn: County Attorney
301 W. Market Street
Greensboro, NC 27401

&

Guilford County
Attn: Director, Facilities and Property Management
301 W. Market Street
Greensboro, NC 27401

Notices to Licensor:
West Market Street United Methodist Church, Inc.
Attn: Greg Livesay
302 Market Street
Greensboro, NC 27401

12. Governing Law Jurisdiction & Venue. The parties agree that this License is subject to the jurisdiction and laws of the State of North Carolina. Any controversies arising out of this

Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and in the jurisdiction of Guilford County, North Carolina.

- 13. Independent Contractor.** The Licensee shall operate as an independent contractor, and the Licensor shall not be responsible for any of the Licensee's, its employees, congregants, or invitees acts or omissions. To the extent permitted under North Carolina law, the Licensee agrees to hold the Licensor harmless from and against any claims, expenses (including attorney fees), costs or liability for the negligent or intentional acts or omissions of the Licensee or its employees and/or congregants. The Licensee, its employees, congregants, and invitees have no authority to enter into contracts or agreements on behalf of the Licensor. The Licensor shall not be liable to the Licensee for any expenses paid or incurred by either the Licensee, its employees, congregants, or invitees. The Licensee shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident while using the Parking Deck; and shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order, to the extent authorized by law.

[Signature Page to Follow]

Exhibit A

