

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of August 1, 2008, between Grant Public Schools, the principal business address of which is 148 S. Elder Avenue, Grant, MI 49327 (the "School"), and Grant Rocket Football, whose address is 1976 E 58<sup>th</sup> Newaygo, MI. 49337 ("Licensee").

### RECITALS

A. The School owns approximately 80 acres of property that is used for recreation, athletic and related purposes, located in the City of Grant, Newaygo County, Michigan (the "School Property").

B. Licensee would like to use a portion of the School Property for the purposes set forth herein (the "Licensed Property"). A sketch showing the location of the Licensed Property is attached as Exhibit A.

C. The School is willing to permit Licensee's use of the Licensed Property upon the terms and conditions set forth herein.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows.

1. Grant of License. The School licenses to Grant Rocket Football use of the Licensed Property (football field) and several practice locations under the terms and conditions of this Agreement for the purpose of weekly games and related purposes only.

2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license commences on August 1, 2008, and terminates on November 1, 2008. Scheduled game dates are as follows: .

3. Fee. The license fee for the term is \$1,000.00 with a first installment of \$500.00 to be paid no later than September 1, 2008 with a subsequent payment to be paid no later than November 1, 2008. Should there be adjustments in the number of games because of the number of participants, the fee will be adjusted accordingly in writing with both parties agreeing to the new rate.

4. General Use Compliance. Licensee's use of the Licensed Property shall comply with all applicable laws, ordinances, rules, regulations, permit and license requirements, orders and directives of governmental bodies and officials of competent jurisdiction.

5. Specific Use Restrictions. Licensee's use of the Licensed Property is subject to the following terms and conditions:

a. Licensee shall not interfere with or cause any damage to any project on the School Property or the roadways, driveways, access routes or parking areas of the Transportation Department located on the School Property.

b. No illegal activities, smoking or alcoholic beverages are allowed on the Licensed Property.

c. Licensee must provide to the School schedules of all activities to be held at the Licensed Property.

d. Licensee shall not bring any hazardous substances or materials onto the Licensed Property.

e. Other: During games the Licensee will be allowed access to the concession stand, bathrooms, press box, public address system, down markers, field markers, scoreboard/controls and lights if needed.

6. Assignment or Use by Others Prohibited. Licensee may not assign this Agreement or any of its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Licensed Property for any purpose without the School's prior written consent, which consent may be withheld by the School in its sole discretion.

7. Condition of Licensed Property. The license granted by this Agreement is on an "as is" basis. The School makes no representations or warranties whatsoever about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of the Licensed Property. While the School is currently unaware of the presence of any hazardous substances on the Licensed Property in violation of any applicable laws, rules or regulations, the School makes no representations or warranties and expressly disclaims all representations and warranties as to the presence or absence of hazardous substances on, in, or under the Licensed Property.

8. Utility Costs. Licensee shall not be responsible to pay for utility services that it consumes at the Licensed Property as the consumption of utilities is included in the fee.

9. Changes to Licensed Property. No buildings or other structures shall be built or placed on the Licensed Property, no additions or improvements may be made to the Licensed Property, and no changes may be made to the grading of the Licensed Property without the School's prior written consent, which consent may be withheld by the School in its sole discretion.

10. Maintenance. Licensee shall, at its sole expense, keep and maintain the Licensed Property neat and clean, free of debris and trash. Licensee shall be responsible to repair any damage to the Licensed Property or the School Property caused by any Licensee participant or invitee or guest of Licensee. The School agrees to make sure the premises are cleaned and ready after a scheduled event.

11. Indemnification and Insurance.

a. The School shall not be responsible for any loss or damage from whatever cause to personal property located on the Licensed Property. Licensee shall hold the School (defined for purposes of this paragraph to include the School's officials and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the School) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from Licensee's use or occupancy of the Licensed Property. Nothing in this paragraph shall be deemed to waive any statutory or common law immunity of the School pursuant to applicable laws.

b. Licensee shall obtain and maintain a general liability insurance policy covering the Licensed Property and its activities on the Licensed Property in minimal coverage amounts of \$1,000,000 per occurrence. That policy shall name the School as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after thirty (30) days prior written notice to the School, shall be provided to the School. Upon request the School shall be provided copies of the policies of insurance and all endorsements.

12. Breach and Remedies. To the extent not otherwise prohibited by law, the prevailing party in any action brought pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including without limitation, actual reasonable attorneys fees, incurred to bring, maintain or defend such action from the first demand through any and all appellate proceedings, and jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Newaygo County, Michigan. The failure of either party to act upon any breach of this Agreement shall not be deemed a waiver of that breach.

13. Termination. The license granted pursuant to this Agreement is terminable at the will of the School.

a. However, prior to terminating the license, the School shall first give Licensee fourteen (14) days written notice that it is considering such action and the date and time of the meeting at which such action will initially be considered so that Licensee may address the School prior to the School's action.

b. The obligation to indemnify the School as required in this Agreement shall survive any termination of the license granted under this Agreement whether such termination is due to the expiration of the license term or a result of action taken by the School pursuant to this paragraph.

14. Access. The School and its agents may enter upon the Licensed Property at such reasonable times as will not unreasonably interfere with Licensee's use of it.

15. Miscellaneous.

a. This Agreement is written pursuant to the laws of the State of Michigan and was made in Newaygo County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing or usage of trade. The captions are for reference only and shall not affect its interpretation. More than one copy of this Agreement may be signed, but all constitute but one agreement.

b. Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

c. If in the judgment of the School the football field has sustained damage through excessive use or unusual weather, the Licensee will agree to suspend use of the field until such time as the property is deemed safe and playable again. Notice of at least 72 hours will be given if the School deems the field unplayable because of the above stated conditions. If one or more of the dates is cancelled, both parties agree to prorate the fee based on the number of scheduled dates of use.

The parties have signed this Agreement as of the date first written above.

GRANT PUBLIC SCHOOLS

\_\_\_\_\_ (Licensee)

By: \_\_\_\_\_  
Scott Bogner  
Its Superintendent

By: \_\_\_\_\_  
Its \_\_\_\_\_

Date signed: \_\_\_\_\_, 2008

Date signed: \_\_\_\_\_, 2008

**EXHIBIT A**  
**LOCATION OF THE LICENSED PROPERTY**