

## COMMERCIAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into \_\_\_\_\_, by and between NORTHERN LEHIGH SCHOOL DISTRICT, whose address is 1201 SHADOW OAKS LANE, SLATINGTON, PA 18080 (hereinafter referred to as "Licensor"), and \_\_\_\_\_ whose address is \_\_\_\_\_, (hereinafter referred to as "Licensee").

### ARTICLE I - GRANT OF LICENSE

Licensor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Licensee, does hereby License to the Licensee and the Licensee does hereby License and take from the Licensor the use of modular unit A, located to the rear of the Northern Lehigh Middle School, located at 600 Diamond Street, Slatington, PA 18080, part hereof (the "Licensed Premises"), together with, as part of the parcel, all improvements located thereon.

### ARTICLE II - LICENSE TERM

The term of this License shall begin on \_\_\_\_\_ and shall continue until terminated by either party, with 30 days notice, or default by either party.

### ARTICLE III - USE OF PROPERTY BY LICENSEE

The Licensed Premises may be occupied and used by Licensee exclusively as storage. Nothing herein shall give Licensee the right to use the property for any other purpose or to sublicense, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

The Licensor shall not provide utilities to the unit. The Licensee shall not make and utility hook-up to the unit.

The Licensee shall not attempt to access the unit on days when the Licensor's normal operations are cancelled due to inclement weather.

The Licensee shall not store any flammable material or any material prohibited by the Licensor's policies, state, federal or local law.

### ARTICLE III - DETERMINATION OF RENT

The Licensee agrees to pay the Licensor and the Licensor agrees to accept, an annual rent of \$1.00, one dollar, due and payable on July 1 of each year.

### ARTICLE IV - TAXES

Section 1. Personal Property Taxes. The Licensee shall be liable for all taxes levied against any Licensehold interest of the Licensee or personal property and trade fixtures owned or placed by the Licensee in the Licensed Premises.

Section 2. Real Estate Taxes. During the continuance of this License Licensor shall deliver to Licensee a copy of any real estate taxes and assessments against the Licensed Property. From and after the lease date, the Licensee shall pay to Licensor not later than twenty-one (21) days

after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Licensed Premises, together with any interest and penalties lawfully imposed thereon as a result of Licensee's late payment thereof, which shall be levied upon the Licensed Premises during the term of this License.

#### ARTICLE V - OBLIGATIONS FOR REPAIRS

LICENSEE'S Repairs. The Licensee agrees to complete all repair and construction services, as required by the Licensor, within \_\_\_\_\_ days of written notice from the Licensor. The Licensee further agrees to maintain the unit, to the standards established by the Licensor, at all times. The Licensee shall be responsible for all costs resulting from repairs and maintenance as required by the Licensor. The Licensee shall be responsible for the cost of necessary permits. The Licensee shall not be permitted to make any alterations with the prior consent of the Licensor.

Prior to entering into this agreement, the Licensor together with the Licensee shall inspect the unit and prepare a written list of all necessary repairs to be completed by the Licensee. This list shall be attached to this agreement as Exhibit "A".

#### ARTICLE VI- LICENSEE'S COVENANTS

Licensee covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Licensed Premises by Licensee, and upon the expiration or termination of this License, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Licensor the Licensed Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Licensee's insurance coverage, structural repairs (unless Licensee is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To provide the Licensor with a set of keys for the purpose of inspecting the unit.
- c. To permit Licensor to enter the Licensed Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this License.

#### ARTICLE VII - INDEMNITY BY LICENSEE

Indemnity and Public Liability. The Licensee shall save Licensor harmless and indemnify Licensor from all injury, loss, claims or damage to any person or property while on the Licensed Premises, unless caused by the willful acts or omissions or gross negligence of Licensor, its employees, agents, licensees or contractors. Licensee shall maintain, with respect to the Licensed Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$500,000.00 property damage insurance, insuring Licensor and Licensee against injury to persons or damage to property on or about the Licensed Premises. A copy of the policy or a certificate of insurance shall be delivered to Licensor on or before the commencement date and no such policy shall be cancelable without ten (10) days prior written notice to Licensor.

#### ARTICLE IX - DEFAULT

In the event that Licensee shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Licensee hereunder for a period of ten (10) days after notice to Licensee in writing of such default (or if such default shall reasonably

take more than ten (10) days to cure, Licensee shall not have commenced the same within the ten (10) days and diligently prosecuted the same to completion); the Licensor shall terminate this License by giving Licensee notice of termination, in which event this License shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this License, and all rights of Licensee under this License and in and to the Premises shall expire and terminate, and Licensee shall remain liable for all obligations under this License arising up to the date of such termination, and Licensee shall surrender the Premises to Licensor on the date specified in such notice.

ARTICLE X - PROPERTY DAMAGE

Loss and Damage. Notwithstanding any contrary provisions of this License, Licensor shall not be responsible for any loss of or damage to property of Licensee or of others located on the Licensed Premises, except where caused by the willful act or omission or negligence of Licensor , or Licensor's agents, employees or contractors, provided, however, that if Licensee shall notify Licensor in writing of repairs which are the responsibility of Licensor under Article VII hereof, and Licensor shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Licensee's property shall result from the condition as to which Licensor has been notified, Licensor shall indemnify and hold harmless Licensee from any loss, cost or expense arising there from.

IN WITNESS WHEREOF, the parties hereto have executed this License the day and year first above written or have caused this License to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
"LICENSOR"

\_\_\_\_\_  
"LICENSEE"

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness