

## LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Kep’s Tavern LLC**, an Ohio limited liability company, having an address of 88 N. Main Street, Hudson, Ohio 44236 (referred to herein as “Business”), and the **City of Hudson, Ohio**, an Ohio municipal corporation (“City”), having an address as c/o City Manager, 1140 Terex Road, Hudson, Ohio 44236.

WHEREAS, for aesthetic, health, safety and general welfare purposes related to sanitary and appropriate trash storage and removal in the dense commercial area of the City’s downtown, Business wishes to maintain its solid waste receptacles in an enclosure provided by the City on City-owned property and under a license to do so.

WHEREAS, Kep’s Tavern LLC, (“Business”) is a business located at 88N. Main Street in the downtown area of the City of Hudson, Ohio.

WHEREAS, pursuant to the terms and conditions set forth in this Agreement, the City agrees to grant a non-exclusive license to permit Business to use a City-owned dumpster enclosure in order for Business to properly store its trash, solid waste, and recyclables, if any, for appropriate removal by a third-party hauler.

NOW, THEREFORE, in consideration of the terms, conditions, provisions, and covenants hereinafter set forth, the parties hereto agree as follows:

### **Section 1. Grant of License.**

City grants to Business the non-exclusive license to use the enclosure area and structure on the City’s property as shown and labeled on the plan as “Kep’s Tavern LLC Enclosure,” which is attached hereto and fully incorporated by reference herein as Exhibit A, (the “Licensed Property”) for the limited purpose of allowing Business to collect and store trash, solid waste, and recyclables, if any, in receptacles approved by the City for appropriate removal by a third-party hauler(s) chosen by Business and at Business’s sole expense.

### **Section 2. Condition of the Licensed Property.**

Business acknowledges and agrees that the City is granting a license to it to use the Licensed Property labeled “Kep’s Tavern LLC Enclosure” as depicted in Exhibit A and otherwise in its present condition “AS IS” and “WITH ALL FAULTS” and without representations or warranties of any kind. Business agrees to keep the Licensed Property in good order, including all upkeep, and to control litter and odor incident to its use of the Licensed Property.

**Section 3. Use.**

Business, its employees, tenants, representatives, agents, and contractors shall use, repair and maintain the Licensed Property in a careful, safe and proper manner and in compliance with all relevant federal, state, county and City ordinances, laws, rules and regulations, all at Business's sole cost and expense. Business shall not be permitted to commit any waste, cause any other damage to the Licensed Property, or use the Licensed Property for purposes other than those specified in this Agreement.

More specifically, Business shall comply with the following requirements with regard to the use of the Licensed Property:

- a. The inside of the Licensed Property and all areas around the outside perimeter of the Licensed Property shall be kept free of trash, garbage, litter, debris, grease, oil, spills and odors at all times.
- b. The doors of the enclosure on the Licensed Property shall remain closed at all times when the area is not being serviced or cleaned or trash being deposited in an approved container or removed by the trash hauler.

If Business fails to comply with the requirements of this section, the City reserves the right to take any enforcement action that it deems necessary including, but not limited to, the issuance of fines as authorized by City ordinance or the termination of this License, the latter of which will require Business to secure alternative facilities for trash storage.

**Section 4. Commencement and Termination of License.**

This License will commence upon approval by City Council and the signature of the City Manager. Either Business or the City may terminate this Agreement effective upon sixty (60) days written notice to the other party. Upon termination of the Agreement, Business's right to use the Licensed Property shall cease.

**Section 5. Indemnification and Insurance.**

(a) Business agrees to indemnify, defend and hold harmless the City, its officers, employees, successors, assigns, agents, and representatives from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, and court costs) that arise during or after this Agreement's term from or in connection with Business's use of the Licensed Property, excluding the Electric Facilities, during the term of this Agreement or any extension thereof.

(b) Business, at its sole cost and expense, shall procure and maintain commercial general liability insurance that shall include the License Property and which covers liability for bodily injury, personal injury, and property damage with a combined single limit of at least one million dollars per occurrence during the term of this Agreement. Such insurance shall insure, on an occurrence basis, against liability of Business, its employees, officers and agents arising out of or in connection with Business's use of the Licensed Property, all as provided for herein. The City shall be named as an additional insured on Business's insurance policy. Prior to or upon the

commencement of the initial day of the term of this Agreement, Business shall provide to the City a certificate of insurance evidencing the coverage required by this paragraph and the naming of the City as an additional insured on the policy and evidencing the coverage required by this paragraph. All insurance to be carried by Business shall be primary to and not contributory with any similar insurance carried by the City and whose insurance shall be considered excess insurance only.

**Section 6. License Only, Assignments.**

Business acknowledges that the license granted in this Agreement is personal to it, is not assignable and any attempt to assign the license will terminate the license privileges granted to Business.

**Section 7. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is held by a court to be invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) Any notice or demand as required to be given herein shall be made by hand-delivery or reliable overnight courier to the address of the respective parties set forth above and be deemed given upon delivery.

(d) This Agreement shall be governed by the laws of the State of Ohio and any legal action as a result thereof shall only be in the state courts of Ohio.

(e) This Agreement may be executed in triplicate counterparts each of which shall be deemed an original.

The parties have caused this instrument to be executed as of the day and year first above written.

**LICENSEE:**

**Kep's Tavern LLC.**, an Ohio limited liability company

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF OHIO )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public for said county and state, personally appeared **Kep's Tavern LLC**, by \_\_\_\_\_, its \_\_\_\_\_, who did acknowledge the signing of the foregoing document and that the same is her/his free act and deed and the free act and deed of the company and within her/his authority as the \_\_\_\_\_ of **Kep's Tavern LLC**

**IN TESTIMONY WHEREOF**, I have signed and sealed this document at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

**LICENSOR:**

**City of Hudson,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Jane Howington, City Manager

STATE OF OHIO )  
 )SS:  
COUNTY OF SUMMIT )

**BEFORE ME**, a Notary Public for said county and state, personally appeared Jane Howington who acknowledged that she did sign the foregoing document in his capacity as Interim City Manager of the City of Hudson, Ohio.

**IN TESTIMONY WHEREOF**, I have signed and sealed this document at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

Approved as to legal form:

\_\_\_\_\_  
Matthew J. Vazzana, City Solicitor

# EXHIBIT A (Plan and Diagram of Licensed Property)

