

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2013, between the City of Hudson, Ohio, an Ohio municipal corporation (“Licensor”), whose address is 27 East Main Street, Hudson, Ohio 44236 and Jeffrey W. Eters and Katherine A. Harmon (“Licensees”), whose address is 188 Hudson Street, Hudson, Ohio 44236.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to the full satisfaction of Licensor and in further consideration of the covenants, promises and agreements set forth herein, the parties agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensees a nonexclusive license (the “License”), to enter upon and use the public right-of-way currently held by the Licensor, specifically 188 Hudson Street in Hudson, Ohio, as graphically depicted in the “to scale” diagram attached hereto as Exhibit A and incorporated herein by reference (the “Licensed Premises”), for the purpose of erecting and/or installing and maintaining a fence.
2. The License will commence upon approval of this License Agreement by Licensor’s City Council and execution thereof by both parties. Either Licensor or Licensees may terminate this License Agreement effective upon one hundred twenty (120) days written notice to the other party. Upon termination of the License, Licensees’ right to enter upon and use the Licensed Premises for the purposes set forth herein shall cease.
3. Any fence Licensees erect on the Licensed Premises shall be in compliance with the Land Development Code and any other requirements of the Licensor, except fence location requirements, as well as all other applicable rules, regulations ordinances and laws. Prior to erection of any such fence, Licensees shall have obtained (a) the approval of the Licensor, and (b) a zoning certificate indicating such approval.
4. Licensee acknowledges that the Licensed Premises is a public right-of-way owned by the Licensor — i.e., Hudson Street.
5. Licensees shall be responsible, at their own cost, for maintaining the Licensed Premises, and shall ensure that the Licensed Premises and fence is maintained in good aesthetic condition. Upon completion of any installation, maintenance or repair of the fence, Licensees shall restore all such disturbed or affected area outside the Licensed Premises.
6. Licensees shall keep, repair and maintain the Licensed Premises in a good, safe and clean manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at Licensees’ sole cost and expense. Licensees shall not commit any waste, cause any damage to the Licensed Premises, or use the Licensed Premises for purposes other than those specified above. Licensees shall not interfere with the street lighting, pedestrian or vehicular access and free passage, hydrants, public utilities, snow removal, and any other public installations and maintenance of public installations.

7. In the event it is necessary for the Licensor or public utility, or their employees, agents, or contractors, to perform work on the Licensed Premises and it is necessary to remove or disturb the fence thereon to perform said work, upon written notice, Licensees shall promptly remove the fence within the time set forth in the notice and at their sole expense and Licensees may reinstall the fence at their sole expense upon completion of the work. In the event Licensees do not remove the fence within the time set forth in the notice, Licensor or the entity requiring the removal shall have the authority to do so and the cost of such removal shall be borne by Licensees and paid by Licensees within 30 days of an invoice for the cost being delivered to Licensees.

8. Licensees shall indemnify and hold Licensor, its officials, employees, and agents, harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs and expenses including, but not limited to, reasonable attorney's fees occurring, arising out of, or related to Licensees' fence on the Licensed Premises or any other use of the Licensed Premises by Licensees, their agents, employees, contractors or invitees, or otherwise, arising in connection with the License granted to Licensees herein. Additionally, Licensees shall hold Licensor, its officials, employees, and agents, harmless from any damages to Licensees' fence or the Licensed Premises caused by actions of Licensor, its employees, agents, or contractors, acting within the scope of their employment with the Licensor, including but not limited to removal of snow on the nearby street.

Without limiting the foregoing, Licensees shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Licensed Premises by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to Licensees or any contractor or subcontractor of Licensees. If any mechanic's or materialman's lien is filed against the Licensed Premises, then Licensees shall, promptly after notice of filing, either (i) cause the same to be discharged of record by deposit in court or bonding or (ii) furnish Licensor with indemnification or other security against loss or damage arising from the lien in form and substance reasonably satisfactory to Licensor. If Licensees learn of any claim or action pertaining to mechanics' or materialmen's liens, Licensees shall give prompt notice of the same to Licensor.

9. Licensees shall procure and maintain at Licensees' sole expense a policy of liability insurance covering the Licensed Premises with policy limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage and \$300,000 per occurrence for property damage naming Licensor as an additional insured. Licensees shall deliver to Licensor a certificate of this insurance upon execution of this Agreement. Such policies shall provide that they shall not be cancelled or terminated without at least 30 days' prior written notice to Licensor at the address for notices to Licensor provided herein.

10. This Agreement shall not be assigned by Licensees without the prior written consent of Licensor. Any assignment without such consent of the Licensor shall be void and of no force and effect.

11. Upon the termination of this License, Licensees, at their sole expense, shall remove any fence erected by Licensees and restore the Licensed Premises to its condition at the commencement of this License.

12. All promises made in this Agreement, including but not limited to indemnification and insurance coverage provisions, shall survive the termination or expiration of this Agreement.

13. This written Agreement constitutes the entire understanding between the parties, superseding all previous negotiations and discussions, and no modification or alteration of this Agreement shall be binding unless it is in writing and signed by both parties.

14. Any notice to be given by either party to the other pursuant to the provisions of this Agreement shall be deemed to have been given when deposited in the U.S. Mail, registered or certified, return receipt requested, addressed to the other party at the address stated above or at such other address as each may designate by written notice to the other in the foregoing manner.

15. This Agreement shall be governed by the laws of the State of Ohio.

16. In the event any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

SIGNED as of the date first written above.

LICENSOR:  
City of Hudson, an Ohio municipal corporation

By: \_\_\_\_\_  
Anthony J. Bales, City Manager

LICENSEES:

\_\_\_\_\_  
Jeffrey W. Etters

\_\_\_\_\_  
Katherine A. Harmon

Approved as to Legal Form:

\_\_\_\_\_  
City Solicitor

STATE OF OHIO )  
 ) SS:

COUNTY OF SUMMIT )

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a Notary Public in and for said county, personally came, **Anthony J. Bales, City Manager for the City of Hudson, Ohio**, the Licensor in the foregoing License Agreement, and acknowledged the signing thereof to be its and his voluntary act and deed individually and in the capacity designated.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

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

STATE OF OHIO )

SS:

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a Notary Public in and for said county, personally came, **Jeffrey W. Etters**, the Licensee in the foregoing License Agreement, and acknowledged the signing thereof to be his voluntary act and deed individually.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

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

STATE OF OHIO )

SS:

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the subscriber, a Notary Public in and for said county, personally came, **Katherine A. Harmon**, the Licensee in the foregoing License Agreement, and acknowledged the signing thereof to be her voluntary act and deed individually.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

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