

## LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made as of the 1 day of August, 2014, by and between **DiNovi Investment Group, Ltd.**, an Ohio limited liability company, having an address of 72 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, 115 Executive Parkway, Suite 400, Hudson, Ohio 44236. Suite 300

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, DiNovi Investment Group, Ltd. ("Business") is a business located at 80 N. 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 "DiNovi 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 "DiNovi 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.

The City has separated its adjacent Hudson Public Power switching box, transfer box and cable boxes ("Electric Facilities") from the DiNovi Enclosure with a fence and included a warning sign stating that persons are to stay out of the Electric Facilities enclosure, both of which will be kept in place during the term of this Agreement or for as long as the Electric Facilities are so located, whichever is less in time.

### **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.

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

**LICENSEE:**

**DiNovi Investment Group, Ltd.**, an Ohio limited liability company

By: [Signature]  
(Signature)

Print Name: Laura DiNovi

Print Title: managing member

STATE OF OHIO )  
COUNTY OF Summit )SS:  
Ohio )

**BEFORE ME**, a Notary Public for said county and state, personally appeared DiNovi Investment Group, Ltd., by Laura DiNovi, its managing member, 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 managing member of DiNovi Investment Group, Ltd.

**IN TESTIMONY WHEREOF**, I have signed and sealed this document at Hudson, Ohio, this First day of August, 2014.

Patricia Amato, Notary  
Notary Public  
PATRICIA AMATO, Notary Public  
Residence - Summit County  
Statewide Jurisdiction, Ohio  
My Commission Expires 2-5-18

**LICENSOR:**

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

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

STATE OF OHIO )  
COUNTY OF SUMMIT )SS:  
 )

**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 \_\_\_\_\_, 2014.

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

Approved as to legal form:

\_\_\_\_\_  
R. Todd Hunt, City Solicitor

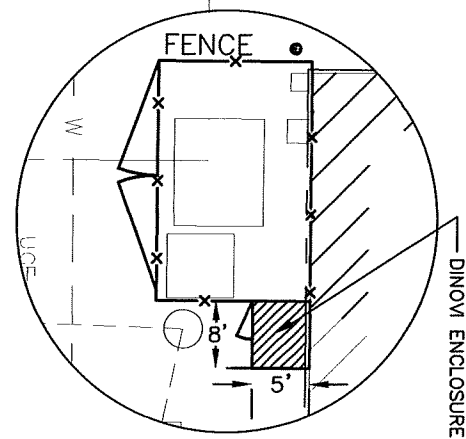


EXHIBIT A

**EXHIBIT A**  
**(Plan and Diagram of Licensed Property)**