

**LICENSE AGREEMENT  
(Little League Ball Fields)**

THIS LICENSE AGREEMENT ("License" or "Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between THE MAYOR AND COUNCIL OF BOONSBORO, a body corporate and politic and a subdivision of the State of Maryland ("Licensor") and SOUTH MOUNTAIN LITTLE LEAGUE, INC., a Maryland non-profit corporation ("Licensee").

RECITALS

A. Licensor owns certain real property with the corporate limits of the Town of Boonsboro, Maryland, situate immediately northeast of the intersection of Maryland Route 34 and Monroe Road and generally known as 6819 Monroe Road, Boonsboro, Maryland. Licensor proposes to License a certain portion of the real property to Licensee.

B. Licensee operates a youth baseball league as a Little League International Chartered League.

C. Licensee has operated the baseball league at 6819 Monroe Road, Boonsboro, Maryland since 1980 pursuant to the terms of a License Agreement dated April 30, 1980, as amended from time to time ("Original License").

D. Licensor and Licensee desire to enter this Agreement concerning the 6819 Monroe Road, Boonsboro, Maryland as described below and to replace the Original License.

WITNESSETH:

For and in consideration of the License herein created, and of the covenants, conditions, agreements, and stipulations of the Licensee hereinafter expressed, the parties, intending to be legally bound, under seal, agree as follows:

**1. Licensed Premises.**

Licensor hereby grants an exclusive license to the Licensee for the use and enjoyment of the following described real property for the uses provided herein:

A. Being a portion of the real property located immediately northeast of the intersection of Maryland Route 34 and Monroe Road and generally known as 6819 Monroe Road, Boonsboro, Maryland, said portion consisting of ± 12.5 acres of land more particularly shown in the aerial photograph attached hereto and incorporated herein as Exhibit A, said area being identified on Exhibit A as "Proposed Ballfield License Area" (the "Premises"). Nothing on Exhibit A shall change this Agreement to a lease.

B. Licensee acknowledges that Licensee has inspected the Premises and hereby

accepts the same in "as is" condition and Licensor has made no other warranties or representation regarding the condition of the Premises.

- C. The license created herein shall be revocable only in accordance with the terms of Section 2.B. herein.
- D. The license created herein shall be exclusive to Licensee for the Premises.
- E. Licensor warrants and will provide vehicular access for Licensee from MD Route 34 to the parking areas of the Premises.

## **2. Term & Consideration.**

- A. The Term of the license shall commence on the date first above-written and continue for a term of TWENTY (20) years, with Licensee having the option to renew for two (2) additional periods of five (5) years each, said renewal to be automatic unless Licensee provides notice to Licensor of its intent not to renew. An annual license fee from Licensee to Licensor shall be One Dollar (\$1.00).
- B. Notwithstanding the foregoing, the license created in this Agreement shall be terminable by the Licensor following adoption of a Resolution by the Mayor and Council of Boonsboro that the License is to be revoked. This Agreement, and Licensee's use of the Premises, will terminate on the later date of:
  - (1) Sixty (60) days after passage of the Resolution identified above; or
  - (2) Ten (10) days after the last scheduled game of the regular baseball/softball season if a baseball/softball season has started before the passage of the Resolution identified above.

Licensor shall provide written notice to Licensee at least thirty (30) days before consideration of the Resolution by the Licensor.

- C. Notwithstanding the foregoing, the license created in this Agreement may be suspended temporarily for failure of Licensee to cure a violation of Section 9 (Insurance) or Section 10 (Good Standing) of this Agreement. Such suspension will be lifted upon Licensee curing the defect. In addition, the license created in this Agreement may be suspended for failure of Licensee to abide by its obligations in this Agreement or any law or ordinance and failing to cure such defects within a reasonable time as determined by the Licensor. Such suspension will be lifted at the discretion of Licensor.

## **3. Use of Premises.**

- A. Licensee shall be permitted to develop and use the Premises as baseball/softball fields in furtherance of the youth baseball league that it currently operates and a

youth softball league it may operate in the future and for no other purpose without the prior written consent of the Licensor. In addition to the baseball/softball fields, use of the Premises shall also include all supporting structures and operations on the Premises adjacent to the fields including areas for non-exclusive parking and for such other uses as are customary for the operation of the youth baseball and softball leagues and approved by Licensor in writing ("the Leagues").

- B. Subject to submission by the Licensee and written approval by the Licensor of plans, Licensee shall be allowed to build, construct, alter, grade, maintain or otherwise manipulate and change the Premises in any manner in furtherance of Licensee's operation of the Leagues, so long as none of Licensee's actions fundamentally alter the character of the Premises as athletic fields. All such actions Licensee endeavors to take shall be in accordance with and subject to all applicable Town, county, state, and federal ordinances, statutes and regulations.
- C. Subject to prior written consent by the Licensor, Licensee shall be permitted to allow temporary use of all or a portion of the Premises to other baseball or softball organizations for tryouts, tournaments and other associated uses. Licensee may charge fees to such other users which fees shall be the property of Licensee for Licensee's use. Licensee shall be responsible for the use of the Premises by others as contemplated in this Agreement, shall cause any such user to abide by this Agreement and any other agreements between Licensor and Licensee, and shall cause any such user to provide proof of insurance coverages provided for in this Agreement or in any other agreement between Licensor and Licensee. Licensee shall also cause any such user to execute such agreements as may be required by Licensor.
- D. With the further consent of the Licensor, said consent provided during a regular meeting of the Licensor and being in the Licensor's discretion, Licensee shall be permitted to sublicense or allow use of all or a portion of the Premises to other athletic organizations or other community organizations with notice to Licensor as to the dates and hours of use. Licensee may charge fees to such other users, which fees shall be the property of Licensee for Licensee's use. Licensee shall cause any user to abide by the rules and regulations of this Agreement and any other agreements between Licensor and Licensee and shall cause any user to provide proof of insurance coverages provided for in this Agreement or in any other agreement between Licensor and Licensee. Licensee shall also cause any user to execute such agreements or MOUs required by the Licensor for such use.
- E. During the term of the license, Licensee shall use the Premises in compliance with all applicable local, State, and federal laws, ordinances and regulations.
- F. Licensee shall not allow alcoholic beverages of any kind to be dispensed, sold, possessed or consumed by any person on the Premises at any time or any function without the prior written consent of Licensor.

**4. Repairs & Maintenance.**

- A. Except as provided in subparagraph B, Licensee shall be solely responsible for all maintenance, upkeep, and repair of the fields and the associated structures while the license granted hereunder shall remain in effect, and thereafter shall promptly repair any damage to the Premises in accordance with the instructions of the Licensor. Licensee, at its expense, shall take good care of and thoroughly maintain the Premises, including but not limited to all heating, electrical, mechanical and plumbing systems serving the Premises, the parking areas and the exterior grounds. Licensee acknowledges that the Premises are intended for admission and use by the public, and shall maintain the Premises and all structures and improvements on the Premises in a safe condition for such public use and access.
- B. The parties acknowledge that a regulated water run known as Tributary 97 borders and traverses the Premises. Licensor shall maintain the stream bank in accordance with all applicable governmental requirements. Licensee shall not disturb or allow disturbance of the stream, stream habitat, stream banks or existing vegetation.
- C. The parties acknowledge that a walking bridge previously crossed Tributary 97. The parties agree to cause the construction of a new walking bridge at Licensee's cost, after agreement between the parties concerning the specifications and costs of such construction. The parties will cooperate in any permitting or approval applications or other requirements. The parties shall endeavor to complete the bridge by April 30, 2017.
- D. The parties acknowledge that Licensor may use the parking areas of the Premises for dumping of snow related to Licensor's snow removal practices. Any significant damage to the playing fields caused by such activity shall be repaired by Licensor, subject to Licensor's right of termination of the license in accordance with Section 2.B of this Agreement.

**5. Changes, Modifications & Alterations.**

- A. Upon prior written consent by Licensor, Licensee, at its expense, may from time to time make alterations, additions, changes and improvements in and to the Premises which it may deem necessary or suitable for the conduct of the Leagues. All such work shall be done in a good and workmanlike manner in accordance with guidelines or regulations of Little League International. Licensor's consent is not required for maintenance or minor alterations to existing structures.
- B. Upon termination of the license, , Licensor shall have the right to require Licensee remove, at Licensee's expense, any permanent fixture, alteration, addition, change, installation, replacement, addition to or improvement upon the Premises made by Licensee at any time. If Licensor shall elect to retain any such alteration, change, installation, replacement, addition or improvement, whether made with the

Licensor's consent or not, the same shall remain upon the Premises and be surrendered therewith at the termination of the License. If Licensor shall elect to require removal of any alteration, change, installation, replacement, addition, or improvement, Licensee shall promptly remove the same, and if Licensee shall fail to do so, Licensor shall have the right to remove the same at Licensee's expense. Licensee shall reimburse Licensor upon demand for the reasonable cost of any such removals undertaken by Licensor.

**6. Surrender.**

Upon termination of the license, unless otherwise agreed by the parties, the Licensee shall remove all personal property of the Licensee from the Premises. Any personal property belonging to Licensee which shall remain upon the Premises thirty (30) days after the termination date may, at Licensor's option, be deemed abandoned, and may be retained or disposed of by Licensor without accountability or compensation to Licensee. Licensee shall leave the Premises free of trash and debris.

**7. Utilities.**

Licensee shall pay when due all charges, including any required deposits, for electricity, septic, trash disposal and all other utilities or services arranged by or for Licensee.

**8. Indemnification.**

Licensee will indemnify and save harmless Licensor and Licensor's elected and appointed officials, employees and agents from all liability, damage, expense, suit, and costs of defense (including reasonable attorney's fees) arising from any injury or death to person or property in or on the Premises, arising in whole or in part from any intentional or negligent act or omission of Licensee, its employees, agents, volunteers, members, or invitees, or from Licensee's use of the Premises.

**9. Insurance.**

A. Licensee, at its expense, shall carry and maintain insurance on the Premises against loss or damage by fire, vandalism, malicious mischief, and other risks generally embraced by "all risks coverage" policies. Such insurance shall be in an amount sufficient to prevent Licensor or Licensee from becoming a co-insurer under the terms of such applicable policy, and shall be in an amount equal to the full replacement cost value of the Licensee's improvements upon the Premises or as further agreed by the parties.

B. Licensee, at its expense, shall carry and maintain general liability insurance against claims for death, bodily injury, or property damage by anyone, occurring on or about the Premises and any other improvements now or hereafter erected of which the Premises forms a part in an amount of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. Licensor

shall be named on all policies as an additional insured. The policy or policies shall provide that the coverages shall not be modified, cancelled or revoked except upon not less than ten (10) days notice to Licensor. During any renewal term, Licensee shall carry said insurance in amounts agreed by the parties based on a good faith recommendation of the Licensee's insurance consultant. In no event will Licensee carry insurance in amount less than the amount required by Little League International.

- C. All insurance which Licensee is required to carry and maintain hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Maryland. All such policies shall name Licensor as an additional insured. No such policy of insurance shall give rise to any right of subrogation by the insurer against Licensor. Licensee, for itself and any such insurer hereby waives any such right of subrogation. Licensee shall provide to Licensor a certificate of insurance(s) for any insurance required hereunder.
- D. If Licensee shall fail to obtain any insurance which Licensee is required to carry hereunder or shall permit any such policies to lapse, then Licensor shall have the right, but not the obligation, to obtain and carry such insurance at Licensee's expense. Licensee shall reimburse Licensor within ten (10) days of written notice from Licensor.

**10. Good Standing.**

At all times during the term of this Agreement, Licensee shall be approved as, and maintain good standing as a Little League International Chartered League. Licensee shall provide to the Licensor on an annual basis its Charter as a Little League International Chartered League, the necessary certificates of insurance required by Little League International and this Agreement, and any other documents reasonably required by the Licensor to confirm Licensee's qualification and good standing as a Little League International Chartered League. In the event Licensee's status changes, Licensee shall provide notice thereof to Licensor, together with a true copy of the notice from Little League International describing the change. Licensee shall also maintain in good standing its status as a Maryland corporation and shall not allow its charter to be forfeited.

**12. Sublicensing and Assignment.**

Licensee shall not sublicense any portion of the Premises or assign this License in whole or in part without the prior, express written consent of the Licensor as to both the terms of such assignment or sublicense and the identity of such assignee or sub-Licensee, and in the event of approval, Licensee shall nevertheless remain obligated to Licensor in all respects.

13. **Signs.**

Licensee, at its expense, may place upon the Premises suitable signs of such size, design and character and at such designated location as Licensor shall have first approved in writing by Licensor. Licensee, at its expense, shall maintain such signs and remove the same upon termination of the license or at the request of Licensor.

14. **Mechanics Liens.**

If any mechanic's lien shall be filed against the property of which the Premises forms a part because of any act by Licensee or anyone claiming under or through Licensee, Licensee, within fifteen (15) days after written notice thereof, shall promptly take such action as will remove or satisfy such lien, by bonding or otherwise, and if Licensee shall fail to do so, Licensor shall have the right to take any action reasonably necessary to remove or satisfy such lien at Licensee's expense. Licensee shall immediately reimburse Licensor for the reasonable cost of any actions so undertaken, including court costs and reasonable attorney fees, and any such unreimbursed costs shall be charged to Licensee.

15. **Right of First Refusal.**

If, at any time during the term of this License and any additional term, Licensor shall receive a bona fide offer to purchase all or part of the Premises or the real property of which the Premises forms a part and which Licensor intends to accept, Licensor shall send the Licensee a copy of the Purchase Agreement embodying the terms of the offer. Licensee shall have the right, within thirty (30) days of receiving the Purchase Agreement, to elect to purchase the real property described therein on the same terms and conditions. Licensee shall exercise its right by executing and returning to Licensor a substantially similar Purchase Agreement embodying the same terms and conditions as those set forth in the Purchase Agreement provided by Licensor.

The Right of First Refusal indicated herein will be null and void if Licensor adopts an appropriate ordinance without veto declaring that the sale is to be made to another government agency that requires the property for a public purpose.

15. **Condemnation of Premises.**

A. In the event the Premises shall be condemned or taken in any manner for any public or quasi-public use by a government authority other than Licensor and compensation is awarded or paid by another government authority under any total or partial taking, then the compensation awarded or paid shall be equitably allocated between the Licensor and the Licensee with the Licensor receiving that portion of the condemnation award allocated to the land and Licensee receiving

that portion of the condemnation award allocated to the improvements upon the land constructed by Licensee.

- B. Nothing contained herein shall be construed to preclude either party from prosecuting a claim directly against the condemning authority in such condemnation proceedings for cost of removal of or the value of trade fixtures, furniture, equipment, or other personal property belonging to Licensee.

**16. Notices.**

All notices to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by a responsible overnight delivery service, and shall be deemed to have been given on the date of delivery. Notices to Licensor shall be sent to:

Town of Boonsboro  
21 N. Main Street  
Boonsboro MD 21713

Attention: Town Manager

or such other address as the Licensor may specify in written notice to Licensee in accordance with this paragraph.

Notices to Licensee shall be sent to:

South Mountain Little League  
P.O. Box 31  
Boonsboro, MD 21713

or such other address as the Licensee may specify in written notice to Licensor in accordance with this paragraph.

**17. Inspection.**

Licensor, its agents, employees, and contractors may enter all parts of the Premises to inspect the same and to enforce or carry out any provisions herein. In the event of an emergency, Licensor, its agents, employees, and contractors may enter all parts of the Premises to enforce or carry out any provisions of this Agreement with notice provided to Licensee as soon as practicable.

**18. Cumulative Remedies.**

The specific rights and remedies to which Licensor and Licensee may resort under this Agreement are cumulative and are not intended to be exclusive of any other rights or remedies to which either may be lawfully entitled under this Agreement or under any applicable law in the event of any breach or threatened breach by the other of any term,

covenant, condition, provision or limitation of this Agreement.

**19. Non-Waiver.**

Either party's failure to insist upon strict performance of any covenant of this Agreement or to exercise any option or right herein contained will not be a waiver or relinquishment in the future of such covenant, right, or option, but the same shall remain in full force.

**20. Captions.**

The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement.

**21. Applicable Law.**

This Agreement shall be governed by and construed under the laws of the State of Maryland. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as fully permitted by law. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

**22. Waiver of Jury Trial.**

Licensor and Licensee hereby waive a trial by jury of any issues arising in any action arising under this Agreement.

**23. Force Majeure.**

The time within which any of the parties hereto shall be required to perform any act or acts under this Agreement, including the performance of Licensor's and Licensee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Agreement; *provided, however*, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this paragraph shall not operate to excuse Licensee from prompt payment of license fee or any other payments required by the terms of this Agreement.

**24. Amendments in Writing.**

This Agreement and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Licensor and Licensee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Licensor and Licensee unless reduced to writing and signed by both parties.

**25. Authority.**

Licensee warrants and represents to Licensor that Licensee's execution of this Agreement has been duly authorized by the Licensee's Board of Directors.

**26. Successors.**

This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Licensor and its successors; and shall inure to the benefit of and be binding upon Licensee and its successors, but only to the benefit of and binding upon such assigns to whom the assignment by Licensee has been consented to by Licensor.

**27. Relationship.**

It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or a relationship other than that of licensor and licensee between the parties.

It is agreed that nothing contained in this Agreement shall create an estate in land. No leasehold interest is intended to be created by this Agreement.

**28. Counterparts.**

This Agreement may be executed in multiple counterparts, any one of which may be considered and used as an original.

**29. Prior License.**

This Agreement supersedes and replaces the prior License Agreement dated April 30, 1980, as amended. The prior License Agreement shall terminate as of the date of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the date first written above.

**Attest:**

**LICENSOR:**

THE MAYOR AND COUNCIL OF  
BOONSBORO

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_(SEAL)  
Howard W. Long, Mayor

**Attest:**

**LICENSEE:**

SOUTH MOUNTAIN LITTLE LEAGUE,  
INC.

\_\_\_\_\_  
Secretary of the Corporation

By: \_\_\_\_\_(SEAL)  
Ernest C. Harr, Jr., President

EXHIBIT A  
THE PREMISES

**[For purposes of Exhibit A, the terms "Lease" is changed to the term "License".]**

