

License and Management Agreement for Use of Municipal Property

This License and Management Agreement (the “License”), dated for reference purposes only as of the ____ day of _____, 2026, is entered into by and between the City of Albion (“Licensor”) and _____ (“Licensee”).

RECITALS

- A. Licensor owns the real estate commonly referred to as the Albion Sports Complex and specifically the Cardinal Cage. The Licensee desires to license the selected property which shall be referred to as the Premises.
- B. Licensee desires to utilize the Premises and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for operation and subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to exclusively license to Licensee the Premises. Such area includes the facility itself including all non-locked rooms within the facility and the grounds immediately surrounding the facility. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to perform all of Licensee’s obligations described herein. The parties agree that Licensee shall have the exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises. Licensee shall be responsible for preserving the condition of said property during the term of said license including cleaning and any repair necessitated by Licensee’s use of the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable laws, rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to any applicable directed health measure, and all resolutions and ordinances of Licensor. Licensee represents and covenants to Licensor that Licensee is familiar with the laws, rules and regulations currently in place and that Licensee shall operate and manage the Premises in accordance with said laws, rules and regulations. Licensee shall ensure that all parties utilizing the Premises shall conduct themselves in accordance with said laws, rules and regulations. Licensee agrees to provide training and education as appropriate to all staff and agents of Licensee to ensure that the laws, rules and regulations are followed.

3. Term. The License Term shall commence on March 1, 2026 and end on March 1, 2027. Either party shall have the right to terminate this License at any

time by providing the other party with no less than thirty days' prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable laws, rules and regulations or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. Licensee agrees to pay Licensor a license fee of \$5,000.00. The license fee shall be paid in equal quarterly installments of \$1,250.00 with the first payment being due within thirty days of commencement of the license term or upon signing of this agreement, whichever date shall come first. Licensee shall make all payments of the license fee and other expenses to Licensor at the Licensor's then current address or at such other address as Licensor may from time-to-time request in writing.

5. Acceptance of Premises. By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

6. Quiet Enjoyment. Upon Licensee's paying the license fee and observing and performing all the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

7. Utilities. Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor.

8. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the rules and regulations. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

9. Insurance. During the License Term, Licensor shall maintain insurance coverage on the real estate and fixtures. Said coverage will not cover any personal property belonging to Licensee. It is recommended but not required that Licensee, at its own cost and expense, procure and continue in force such insurance policies as are necessary to protect the Licensee against loss due to casualty to the personal property of Licensee as well as liability coverage for any injuries that may be sustained on the Premises.

10. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees.

11. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

12. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the license fee or other payment by Licensor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

13. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee.

14. Remedies. On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;

- B. sue for any damages sustained by Licensor;
- C. cure any breaches of Licensee's obligations.

15. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 14 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

16. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

17. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

18. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received three (3) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of Albion
420 West Market Street
Albion, NE 68620

b. Licensee's Address: _____

19. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. Modification. This License contains all the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

21. Relationship of Parties. No acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

22. Waiver. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

23. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

24. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”

By: _____
Its: _____

“LICENSOR”
City of Albion, Nebraska

By: James Jarecki
Its: Mayor