

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this the 12 day of JUNE, 2025, by and between **The American Legion Post 112, Dalton, Georgia.**, a non-profit corporation, (the "American Legion") and the **City of Dalton, Georgia** (the "City") (the City and the American Legion may be hereinafter each referenced as "Party" or collectively as the "Parties");

WHEREAS, the American Legion is the owner of certain real property consisting of approximately 8.3 acres located at 1118 North Glenwood Avenue, Dalton, Georgia, which is also referenced as Tax Parcel 12-180-03-000, and which includes certain grass, gravel, and paved parking areas (such parking areas are hereinafter referenced as the "Premises");

WHEREAS, the American Legion and the City desire that the City use the Premises for public parking for the 4th of July celebration and fireworks display held by the City;

WHEREAS, the American Legion is willing to grant the City a license to use the Premises pursuant to the terms of this Agreement;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals above are hereby incorporated herein by reference and made a part of this Agreement.
2. License Grant. Subject to the terms and conditions of this Agreement, the American Legion hereby grants the City an irrevocable, exclusive, and transferable license to use the Premises from 12:00a.m. on July 3, 2025 to 11:59pm. on July 5, 2025 ("Term"), and a nonexclusive license for seven business days following the Term in order to complete any cleaning or debris removal.
3. Use. The American Legion acknowledges that the City will use the Premises for parking for its Independence Day Celebration, including but not limited to the gravel parking area on the Premises, and that members of the public will be invited to and traverse upon the Premises during the Term.
4. Payment. As consideration for use of the Premises, the City shall pay to the American Legion the sum of five hundred dollars (\$500.00).
5. Additional obligations of the City. The City shall remove all trash and debris from the Premises and mow the grass at the Premises one time within seven (7) business days following expiration of the Term.
6. Representations and Covenants of the American Legion. In addition to the other covenants and obligations set forth herein, American Legion shall grant peaceable

possession of the Premises to the City during the Term and indemnify and hold harmless the City from and against all costs, losses, expenses, liabilities and claims of any kind, including reasonable attorney's fees, arising out of failure of American Legion to perform any term or condition of this Agreement; failure to make the Premises safe; failure to warn of any dangerous or defective condition on the Premises; and any other claim of whatsoever kind or nature which arises or accrues during the Term.

7. No Other Agreements. It is expressly understood and agreed by the Parties hereto that this Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties with respect to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. It is further understood and agreed that no amendment to this Agreement shall be binding upon the Parties unless reduced to writing and signed by all Parties.
8. Severability. If any clause or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining parts of this Agreement shall not be affected thereby.
9. Captions. The captions used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
10. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

City of Dalton, Georgia

Attest:

By: _____
Mayor

City Clerk

**American Legion Post 112 Dalton,
Georgia**

By: Jim Louain

Print Name: JIM LOUAIN

Title: COMMANDER