

**LICENSE AGREEMENT
BETWEEN CITY OF MERIDIAN AND MERIDIAN SENIOR CENTER
FOR SHED IN JULIUS M. KLEINER MEMORIAL PARK**

This LICENSE AGREEMENT BETWEEN CITY OF MERIDIAN AND MERIDIAN SENIOR CENTER FOR SHED IN JULIUS M. KLEINER MEMORIAL PARK (“Agreement”) is entered into this ____ day of _____, 2025 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) City, and Meridian Area Senior Citizens Association, a nonprofit organization organized under the laws of the state of Idaho, doing business as Meridian Senior Center (“Licensee”).

WHEREAS, the City owns Julius M. Kleiner Memorial Park (“Park”), located at 1900 N. Records Ave., Meridian, Idaho;

WHEREAS, Licensee seeks to place and use for the purpose of storing equipment, a storage shed in the yard of the Meridian Parks & Recreation Department (“Department”) maintenance facility at Park;

WHEREAS, City wishes to authorize Licensee to place the shed at this location and use it for this purpose;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, City and Licensee agree as follows:

- I. License granted.** Subject to the terms, conditions, and limitations set forth in this Agreement, City hereby grants to Licensee a license to place a shed on the north side of the Department maintenance facility in Park, at the location specified by the Department, and to access and use such shed for the purpose of storing equipment. The shed allowed by this license shall be made of wood and painted in the color specified by the Department, shall have a single story, and shall be eight feet wide by twelve feet long (8’ x 12’), with side walls eighty-two inches (82”) in height and steel skid runners at the base. Licensee shall not store in the shed any edible, perishable, toxic, hazardous, explosive, flammable, or other dangerous or unstable materials or items.
- II. Term of license.** The term of this license shall be from the Effective Date through December 31, 2025, unless earlier terminated by either party by a method established herein. Absent other written agreement by the Parties, at the expiration of this term, the license shall be automatically renewed, on a year-to-year basis, under the terms and conditions set forth in this Agreement.
- III. Responsibilities of Licensee.** Licensee shall be responsible for each and all of the following.
 - A. Secure and maintain shed.** Licensee shall secure the shed from entry or intrusion by unauthorized persons, insects, and/or vermin. Licensee shall provide any and all necessary maintenance and repairs to the shed, and shall keep the shed in good condition and repair.

- B. **Alterations; waste.** Licensee shall not make, or permit to be made, substantive alterations to the shed, to any portion or component thereof, or to any other portion of Park, whether temporary or permanent, without first obtaining City's written consent. Licensee shall not commit, permit, nor suffer any damage to or waste upon the premises of Park or any of the improvements or appurtenances situated or placed thereon by or on behalf of City or City's agents or invitees.
- C. **Reasonable use.** Licensee shall employ best efforts to ensure that its use of Park property is appropriate and reasonable. Where Licensee's use causes damage, Licensee shall reimburse City for the cost or proportionate cost of necessary repairs and/or replacement. Licensee shall exercise best efforts to see that any and all uses are in compliance with all laws and with City's policies regarding use of City parks and/or facilities.
- D. **Liens.** Licensee shall keep the shed and Park property free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Licensee. Licensee shall not allow any lien, judgment or encumbrance to be entered against or filed upon the shed or Park property. Licensee hereby covenants to satisfy any such lien, judgment or encumbrance at Licensee's sole and separate expense, and in all respects fully to indemnify City against all damages, legal costs and charges, including attorney's fees reasonably incurred, in any suit involving any liens, claims, judgments or encumbrances caused or suffered by Licensee.
- E. **Surrender of possession.** Licensee agrees that no later than thirty days (30) days following termination of this Agreement for any reason, Licensee shall remove the shed and surrender to City the portion of Park used under this Agreement in the same condition as on the Effective Date, reasonable wear and tear, act of God, act of nature, or damage by weather excepted. Licensee agrees to surrender possession and occupancy of the Park premises peaceably at the termination of this Agreement. If Licensee does not remove the shed within thirty days (30) days following termination or expiration of this Agreement as set forth in this provision, the shed shall become the property of City, and City, in City's sole discretion, may keep or remove the shed, restore the ground affected by the shed, and/or invoice Licensee for any and all related costs.
- F. **Indemnification.** To the extent permitted by Idaho law, Licensee specifically indemnifies City and holds City harmless from any loss, liability, claim, judgment, or action for damages or injury to Licensee, to Licensee's personal property or equipment, and to Licensee's employees, agents, volunteers, or assignees arising out of or resulting from the condition of Park or any lack of maintenance or repair thereon, and not caused by or arising out of the tortious conduct of City or its employees. To the extent permitted by Idaho law, Licensee further agrees to indemnify and hold City harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the use of Park by Licensee or by Licensee's employees, agents, volunteers, or assignees and not caused by or arising out of the tortious conduct of City or its employees. Licensee acknowledges that provision of services under this Agreement may carry a risk of injury, illness, and/or death, some of which risks may be unknown, and, with that knowledge, Licensee hereby assumes all such risks and hazards.

- G. **Limitation of liability.** City is not liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of or relating to any breach of this License, whether or not such damages were foreseeable or Licensee was advised of the possibility of such damages, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. This limitation of City's liability shall not apply to (i) liability resulting from City's gross negligence or willful misconduct and (ii) death or bodily injury resulting from City's acts or omissions. No action for breach of this License or otherwise relating to this License may be brought more than one year after the accrual of the cause of action.
- H. **Insurance.** Licensee acknowledges and understands that City shall not provide insurance or benefit coverage of any kind for property loss or damage, injury, death, or illness related to Licensee's use of the shed or Park, or other activities related to this Agreement. Licensee may, at Licensee's sole election, discretion, and expense, obtain and maintain insurance in an amount adequate to cover any of Licensee's insurable interests or assets.
- I. **No right to exclude conveyed.** Any use granted to Licensee by this Agreement shall include neither the right to exclude any law-abiding person from Park, nor the right to interfere with any person's concurrent, lawful use of Park.

IV. General provisions.

- A. **No agency.** It is understood and agreed Licensee shall not be considered an agent of City in any manner or for any purpose whatsoever in Licensee's use and occupancy of Park and/or any activity undertaken with regard to this Agreement. Neither Licensee nor any officer, employee or agent thereof shall be deemed an employee of City. Licensee shall have no authority or responsibility to exercise any rights or power vested in City.
- B. **No warranty.** City makes no warranty or representation to Licensee of any kind, express or implied, regarding the suitability of or compliance with any applicable laws by City's property or structures, or any portion thereof, for any aspect of the use that Licensee expects or intends to make of same. Licensee has made an adequate investigation and inspection of City's property, has made its own determination regarding their suitability for Licensee's proposed use, and is satisfied with the condition, fitness, and order thereof. Licensee agrees that it will be using City's structures "as is," "where is," and with any and all faults, whether known or unknown. Use of Park by Licensee for the placement of the shed shall be conclusive evidence that Park was in good repair and satisfactory condition, fitness, and order when such placement occurred.
- C. **Termination.** Either party may terminate this Agreement for convenience or for cause. Termination shall be effective thirty (30) days following mailing of written notice to the other party. Termination is not an exclusive remedy; all other remedies will be available whether or not this Agreement is terminated. In the event of termination of this Agreement, Licensee forfeits any and all rights established under this Agreement.
- D. **Time of the essence.** Contractor acknowledges that services provided under this Agreement shall be performed in a timely manner. The Parties acknowledge and agree that time is

strictly of the essence with respect to this Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

- E. Assignment.** Licensee may assign the rights granted by this Agreement with the express written consent of City. Any and all assignees shall be bound by all the terms and conditions of this Agreement.
- F. Day-to-day communications.** City shall provide to Licensee the name, e-mail address, and telephone number of specific City personnel (“City Contact”) who shall serve as the liaison between City and Licensee for all day-to-day matters related to this Agreement (e.g., shed placement, painting, maintenance, etc.). Licensee shall provide to City the name, e-mail address, and telephone number of specific personnel (“Licensee Contact”) who shall serve as the liaison between Licensee and City for all day-to-day matters. Communication between Licensee Contact and City Contact regarding day-to-day matters shall occur via e-mail or telephone.
- G. All other notice.** All other notice to be provided under this Agreement shall be in writing and addressed as follows:
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|-----------------------------------|----------------------------|
| <u>If to Licensee:</u> | <u>If to City:</u> |
| Toni Allison, President | City Clerk |
| Meridian Senior Center | City of Meridian |
| P.O. Box 563 | 33 East Broadway Avenue |
| Meridian, Idaho 83680 | Meridian, Idaho 83642 |
| director@meridianseniorcenter.org | cityclerk@meridiancity.org |
- Notices shall be either personally delivered or sent by U.S. mail, postage prepaid. Notice shall be deemed to have been given upon deposit in the U.S. mail, or upon personal delivery to the party above specified.
- H. Relocation or removal.** Upon five (5) days’ notice to Licensee in the manner established herein, City shall have the right to relocate or remove the shed, except that City may undertake such relocation or removal on an emergency or immediate basis without notice to Licensee where such action is necessary to protect the health, safety, and/or welfare of the public, or where Licensee’s rights as set forth in this Agreement will not be unreasonably affected.
- I. Choice of law.** This Agreement was negotiated in Idaho, is entered into and is intended to be performed in the State of Idaho. The Parties agree that the laws of Idaho shall govern the interpretation of this Agreement.
- J. Third-party beneficiaries.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.
- K. Attorney fees.** Each Party shall be liable to the other for all damages and costs, including legal expenses and attorneys’ fees, suffered or incurred in the enforcement of any of the terms, covenants or conditions of this Agreement.

- L. No waiver.** City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Licensee.
- M. Compliance with law.** Throughout the course of this Agreement, Contractor shall comply with any and all applicable federal, state, and local laws.
- N. Entire agreement.** This Agreement contains the complete, final, and exclusive agreement of the parties and supersedes any and all prior agreements, understandings, negotiations, discussions, statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written amendment or addendum signed by both parties hereto. No modification or rescission of this Agreement shall be binding unless executed in writing by both City and Licensor in the manner set forth herein.
- O. City Council approval required.** This lease shall not be effective for any purpose whatsoever until it is approved by the City Council and executed by the Mayor.
- P. Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- Q. Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

LICENSEE:



Toni Allison, President
Meridian Senior Center

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

