

## FACILITIES USE LICENSE AGREEMENT

THIS FACILITIES USE LICENSE AGREEMENT (this “Agreement”) is made as of this \_\_\_ day of May, 2019, by and between OLDFIELDS SCHOOL, INC. (“Oldfields”), an independent all girls boarding school, located at 1500 Glencoe Road, Sparks Glencoe, Maryland 21152 and Baltimore Road Runners Club (“Licensee”) located at P.O. Box 9825, Baltimore, MD 21284

### **1. Basic License Provisions.**

- A. **Space desired: Oldfields’ indoor gymnasium facility available and subject to license include (“Premises”);**
- B. **Purpose: Marathon Start/End and Reception;**
- C. **Event Date: November 30, 2019 (first Saturday after Thanksgiving each year)**
- D. **Licensee shall provide an ample number of temporary toilets based upon the number of participants at the Licensee’s expense;**
- E. **Time(s): from 6:00 a.m. EST to 5:00 p.m. EST;**
  - i) In the event that there is a conflict at any time during the designated dates/times due to a School function, Oldfields will make every effort to provide adequate notice to Licensee that their games/practices have been cancelled.
  - ii) All games/practices must end at the designated time to allow sufficient time for the Oldfields to properly close and secure the Gym facility for the evening;
- F. **Commencement Date: November 30, 2019;**
- G. **Termination Date: November 27, 2021; (three years)**

2. License. Oldfields, for and in consideration of the license fees payable hereunder and of the covenants and agreements to be performed by Licensee, hereby grants to Licensee, and Licensee accepts from Oldfields, a non-exclusive license during the Term, as well as any Automatic Renewal period (as defined in Sections 3 and 4 below) to use, subject to the terms of this Agreement, the Premises.

3. Term. The term of the License Agreement granted hereby shall commence on the Commencement Date and shall end on the Termination Date (the “Term”). At any time during the Term or during the period of the Automatic Renewal, either party may terminate this License Agreement provided that the terminating party provides a written notice of their intent to terminate to the other party at least one year prior to the next scheduled Event Date.

4. Automatic Renewal. At the end of the Term of this License Agreement, this Agreement shall automatically renew for an additional five year period. The Parties agree that they will negotiate in good faith the License Fees for each year of the additional five year periods at least a minimum of one year prior to the end of the initial Term of this Agreement.

5. Early Termination for Cause. At any time during the initial Term or during the Automatic Renewal of the Agreement, the Licensee agrees that Oldfields may immediately terminate this Agreement if in Oldfields absolute and sole discretion, the Licensee, the Licensee’s volunteers, or any of the participants of the Event, has committed a major violation listed in any section of this Agreement, including but not limited to the following sections: Conduct on Premises, Damages to Premise by Fire or Other Casualty and, the Rules and Regulations listed in Exhibit A attached hereto.

6. Damage Deposit. An upfront fee of Five Hundred Dollars (\$500.00) to fulfil the deposit requirements of this license agreement. This deposit is to cover any and all potential damage to Oldfield's property including but not limited to Premises as defined in Section 1, any unused portion is refundable to the Licensee.

7. License Fees. **Each year, the Licensee shall pay Oldfields a license fee of One Thousand Five Hundred Dollars (\$1,500.00) at least 10 days prior to the Event Date.** The license fee shall be paid without any deductions or set-offs and without demand. All payments shall be made to Oldfields School, 1500 Glencoe Road, Sparks Glencoe, Maryland 21152. All payments due hereunder whether or not specifically denominated as "license fees" shall be considered additional license fees and shall be collectable in the same manner as license fees. Oldfields will bill the Licensee at the end of the month for payment for the following month, with the first billing to commence next billing date     N/A    .

8. Possession. Licensee has inspected the Premises and hereby accepts the same "as is," without any warranties, representations or obligations (either express or implied) on the part of Oldfields to perform any fit-ups, maintenance, alterations, improvements, replacements, repairs, work or other services thereto. Licensee's initial occupancy of the Premises shall be deemed to be an acknowledgment by Licensee that the Premises are in good order and that Licensee accepts the Premises.

9. Conduct on Premises. On and after the Commencement Date, Licensee shall comply with all statutes, laws, ordinances, orders, regulations and requirements of all federal, state and local governmental authorities and of the Board of Fire Underwriters applicable to it as a Licensee of the Premises. Licensee shall not do, or permit anything to be done, in the Premises, or bring or keep anything therein which will, in any way, constitute a nuisance or invalidate or conflict with the fire or liability insurance policies maintained with respect to the Premises, or in any way subject Oldfields to any liability for injury to persons or damage to property and Licensee shall promptly pay to Oldfields any costs and expenses or any increases in insurance premiums resulting from Licensee's having violated the provisions of this Section 6. **Licensee shall also, at all times, obey and comply promptly with and shall cause its employees, agents, invitees, licensees and contractors to obey and comply promptly with, all rules and regulations** now or hereafter promulgated by Oldfields which apply to the Premises or the conduct of Licensee's activities thereon, including, without limitation, **the rules and regulations set forth on Exhibit A.**

10. Use and Occupancy of Premises. Licensee shall not permit the use of the Premises for other than as a running event ("Event"), without Oldfields' prior written consent.

11. Insurance. **INSURANCE REQUIREMENTS (PER THE ATTACHED CERTIFICATE)**

A. Liability Insurance. Licensee agrees to keep in full force and effect at all times a policy or policies of comprehensive public liability and property damage insurance, **naming Oldfields** and any other mortgagee as an insured, with respect to the Premises and the activities of Licensee in, on, within, from or connected with the Premises, pursuant to which the limits of public liability shall be determined by Oldfields from time to time but shall in no event be less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death or property damage for any one occurrence and Two Million Dollars (\$2,000,000.00) for the aggregate of all occurrences during any given annual policy period.

B. Casualty Insurance. Licensee agrees to keep in full force and effect at all times a policy or policies of insurance against casualty to any and all improvements now or hereafter constructed on or a part of the Premises under a policy or policies covering all risks. Unless otherwise agreed to in writing by Oldfields, such insurance shall be for the full insurable value of all improvements now or hereafter on or

constituting a part of the Premises. The deductible amount under such policy or policies shall not exceed Five Thousand Dollars (\$5,000.00). No policy of insurance shall be written such that the proceeds thereof will produce less than the coverage required by this Section by reason of co-insurance provisions or otherwise. Oldfields shall be listed on such policy as the owner and such policy shall also name Bank of America and any other party that Oldfields may specify from time to time as mortgagee.

C. Other Insurance. Licensee shall obtain and maintain insurance against loss or damage to its personal property in such amounts as Oldfields may deem appropriate. Licensee shall maintain insurance or appropriate endorsements to support Licensee's contractual obligations to indemnify Oldfields as contained herein, in amounts satisfactory to Oldfields. Licensee shall also obtain and maintain such other insurance insuring against such risks or losses in such amounts and with such policy provisions and naming such insureds as Oldfields shall require from time to time.

D. Policy Provisions. The policy or policies maintained pursuant to this Section 8(D) shall contain clauses that the insurer will not cancel or change the insurance without first giving Oldfields and any mortgagee thirty (30) days prior written notice. Such insurance shall be carried with an insurance company or companies approved by Oldfields, shall contain such provisions and endorsements and shall name such insureds, mortgagees or additional insureds as Oldfields may require from time to time and a certificate of the insurance policy or policies maintained pursuant to this Section 8 shall be delivered to Oldfields prior to the commencement of this Agreement and at least ten (10) days before the inception of each policy and each renewal thereof.

12. Indemnification. Licensee covenants with Oldfields that Oldfields shall not be liable for any loss, cost, damage, claim of damage, liability, or expense of any kind (including attorneys' fees) or for any damage or injury or death to persons or property occurring during the Term or otherwise when Licensee is occupying the Premises from any cause whatsoever by reason of the use, occupation, or enjoyment of the Premises by Licensee, its employees, agents, invitees, licensees, contractors or any other person on the Premises. Licensee shall indemnify and hold Oldfields harmless from and against any and all loss, cost, damage, claim of damage, liability and expense (including attorneys' fees) and for any damage or injury or death to persons or property occurring during the Term or otherwise when Licensee is using or occupying the Premises from any cause whatsoever by reason of the use, occupation, or enjoyment of the Premises by Licensee, its employees, agents, invitees, licensees, contractors or any other person on the Premises.

13. Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Agreement, Oldfields and Licensee do mutually each release and discharge the other, and all persons against whom their insurance company or companies would have a right or claim by virtue of subrogation, of and from all suits, claims, and demands whatsoever, for loss or damage to the property of the other, even if caused by or occurring through or as a result of any negligent act or omission of the party released hereby or its contractors, subcontractors, agents, or employees, so long as and to the extent that such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was expressly required to be so covered under this Agreement.

14. Assignment and Subletting. **Licensee shall not assign its rights under this Agreement or sublet, mortgage, convey, grant any license with respect to or let any other person or entity occupy the whole or any part of the Premises,** and any such assignment, subletting, license, conveyance or encumbrance shall be void and of no force and effect.

15. Access by Oldfields. Oldfields and its agents, employees, contractors or representatives shall have access to the Premises at all times.

16. Mortgages, Etc. on Premises.

A. Subordination. This Agreement and all of Licensee's rights under this Agreement are subordinate to the operation and effect of any mortgage, deed of trust or other security instrument now or hereafter placed upon the Premises by Oldfields. The foregoing clause shall be self operative, and no further instrument subordinating this Agreement shall be required. In confirmation thereof, Licensee shall execute such further assurances, instruments, releases or other documents that may be required by any such holder or mortgagee of any mortgage, deed of trust or other security instrument on the Premises, further assuring the foregoing.

B. Attornment; Surrender. At the request of any person succeeding to any or all of Oldfields' interest in the Premises, whether by purchase, foreclosure, a deed-in-lieu-of-foreclosure or otherwise, Licensee shall attorn to such successor and shall execute such attornment agreements as the successor may request. Notwithstanding anything to the contrary contained in this Agreement, if any such successor shall, at or prior to the time of such purchase, foreclosure, deed-in-lieu-of-foreclosure or otherwise, or within 60 days thereafter, notify the Licensee, in writing, to vacate and surrender the Premises within 90 days from the date of such purchase, foreclosure, deed-in-lieu-of-foreclosure or other transaction, then this Agreement shall terminate and expire at the end of such 90-day period.

**17. Licensee's Improvements; Repair. Licensee shall make no alterations, additions to the Premises and/or remove, relocate any dormitory furniture and/or appliances between rooms and/or buildings. In the event the location or quantity of beds are insufficient for the Licensees usage it will be the responsibility of the Licensee to reimburse Oldfields School for the cost incurred due to the rental of cots or any such alterations.** Licensee covenants and agrees that it will repair promptly at its own expense any damage to the Premises caused by bringing into the Premises any property or equipment for Licensee's use or by the installation, use or removal of such property or equipment, regardless of fault or by whom such damages shall be caused.

18. Damage to Premises by Fire or Other Casualty. If the Premises are rendered wholly or partially untenable by fire or other casualty, then this Agreement shall expire upon notice from Oldfields to Licensee. Promptly after the date of receiving notice of termination, Licensee shall vacate the Premises and surrender the same to Oldfields without prejudice to any and all claims Oldfields may have against Licensee to the date of such expiration for accrued and unpaid license fees and other sums due hereunder and without prejudice to Oldfields' right to receive insurance proceeds pursuant to this Agreement.

19. Covenant to Surrender and Holding Over. This Agreement and the license hereby created shall cease and terminate at the end of the Term, without the necessity of any notice of termination from either Oldfields or Licensee, and Licensee hereby waives notice to remove and agrees that Oldfields shall be entitled to the benefit of any and all laws respecting summary recovery of possession of the premises from a licensee or tenant holding over to the same extent as if statutory notice were given. If Licensee holds possession of the Premises after the termination of this Agreement for any reason, Licensee shall pay Oldfields license fees in an amount equal to one hundred fifty percent (150%) of the license fees provided for herein for such period, but such payment shall not create any Agreement or license arrangement whatsoever between Oldfields and Licensee. During such period, Oldfields shall retain all of Oldfields' rights under this Agreement and as provided by law.

20. Signs; Parking.

**A. Licensee shall not place or permit any signs, lights, awnings, or poles, on or about the Premises without the written permission of Oldfields. Licensee's right to install and maintain any sign shall be subject to (i) the written approval of Oldfields as to dimensions, material, content, location and design; (ii) applicable legal requirements; and (iii) insurance requirements. Licensee shall obtain and pay for all permits and licenses required in connection with a sign, and shall maintain the sign in good order and condition.**

**B. Licensee shall have the right to use of parking spaces located in Rodney Parking Lot, Jane Parking Lot, the parking area in front of the Indoor Riding Arena and other written designated areas by Oldfields.**

21. Governing Law: Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Should any provision of this Agreement or of its conditions be illegal or unenforceable, such provision shall be considered severable, and the remainder of this Agreement shall remain in force and be binding upon the parties as though such provisions had never been included herein.

22. Captions, Pronouns, etc. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof. Reference to the masculine, feminine, or neuter gender shall include all other genders. The word "person" shall include a natural person, a corporation, a partnership, a trust, a limited liability company, an unincorporated association or any other legal entity.

23. Successors and Assigns. This Agreement and the covenants, terms and conditions contained herein shall inure to the benefit of and be binding on Oldfields and its successors and assigns. This Agreement is personal to Licensee and shall not inure to its successors and assigns but the obligations set forth herein shall be binding on Licensee and its successors and assigns.

24. Fees and Expenses. If Licensee shall default in the observance or performance of any term or covenant on Licensee's part to be observed or performed under or by virtue of any of the terms or provisions in this Agreement, Oldfields may immediately, or at any time thereafter and without notice except as provided herein to the contrary, perform the same for the account of Licensee. Licensee shall immediately reimburse Oldfields for any expenditures or the amount of any obligations for the payment of money incurred by Oldfields in connection therewith including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, and such sums paid or obligations incurred shall bear interest thereon at the rate of ten percent (10%) per annum from the date of expenditure or incurring by Oldfields to the date of reimbursement by Licensee to Oldfields.

25. No Waivers. The failure of Oldfields to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Oldfields of license fees, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Oldfields of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Oldfields.

26. No Oral Modifications; Representations. This Agreement contains the entire agreement between the parties hereto, and no change, waiver, or modification of the terms of this Agreement shall be binding unless in writing and signed by both of the parties hereto. Oldfields and Oldfields' agents have made no representations or promises with respect to the Premises except as expressly set forth herein.

27. Time of Essence. Time is of the essence of all of Licensee's agreements, obligations and covenants set forth in this agreement.

28. Environmental Assurances.


A. Covenants. Licensee covenants with Oldfields:

- (1) that it shall not Generate Hazardous Substances at, to or from the Premises unless the same is specifically approved in advance by Oldfields in writing;
- (2) to comply with all obligations imposed by applicable law, and regulations promulgated thereunder, and all other restrictions and regulations upon the Generation of Hazardous Substances at, to or from the Premises;
- (3) to deliver promptly to Oldfields true and complete copies of all notices received by Licensee from any governmental authority with respect to the Generation by Licensee of Hazardous Substances at, to or from the Premises;
- (4) to complete fully, truthfully and promptly any questionnaires sent by Oldfields with respect to Licensee's use of the Premises and Generation of Hazardous Substances;

B. Indemnification. Licensee agrees to indemnify and defend Oldfields (with legal counsel reasonably acceptable to Oldfields) from and against any costs, fees or expenses (including, without limitation, environmental assessment, investigation and environmental remediation expenses, third party claims and environmental impairment expenses and reasonable attorneys' fees and expenses) incurred by Oldfields in connection with Licensee's Generation of Hazardous Substances at, to or from the Premises or in connection with Licensee's failure to comply with its representations, warranties and covenants set forth in this Section. This indemnification by Licensee will remain in effect after the termination or expiration of this Agreement.

C. Definitions. The term "Hazardous Substance" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) any "oil, petroleum products, and their by-products" as defined by the Maryland Environmental Code Ann. § 4-411 (3)(i), as amended from time to time, and regulations promulgated thereunder; (iv) any "controlled hazardous substance" or "hazardous substance" as defined by the Maryland Environment Code Ann., Title 7, subtitle 2, as amended from time to time, and regulations promulgated thereunder; (v) any "infectious waste" as defined by the Maryland Environment Code Ann. § 9-227, as amended from time to time, and regulations promulgated thereunder; (vi) any substance the presence of which on the Premises is prohibited, regulated or restricted by any law or regulation similar to those set forth in this definition; and (vii) any other substance which by law or regulation requires special handling in its Generation. The term "to Generate" means to use, collect, generate, store, transport, treat or dispose of.

By signing my name as authorized representative for the Licensee, I agree to abide by the terms and limitations set forth in this Agreement.

  
\_\_\_\_\_  
Licensee Signature

Valencia Hike  
\_\_\_\_\_  
Licensee's Printed Name

Date: 05/16/2019

Acknowledged on behalf of the Oldfields School:

\_\_\_\_\_  
Oldfields Business Manager – CFO / COO

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

**EXHIBIT A**  
**RULES AND REGULATIONS**

1. Licensee is responsible for maintaining the cleanliness of all areas of use by the Licensee including but not limited to: common areas and practice area.
2. As part of the licenses agreement it will be the responsibility of Oldfields to maintain the gym in adequate functional use including but not limited to: proper lighting, use of restrooms and common areas commencement to the date of this agreement.
3. Scoreboards are not available for use.
4. Locking devices may not be modified or new ones installed on doors or windows without Oldfields' prior written consent.
5. The Premises must not be used in an offensive or objectionable manner.
- 6. Licensee shall not bring into or keep within the Premises any animals except as approved in writing by Oldfields.**
8. Licensee shall provide adequate adult supervision of minors who enter upon or use the Premises pursuant to this Agreement.
9. Licensee assumes all responsibility for the protection of its personnel, agents and invitees and the respective property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed. This responsibility exists even if Oldfields may elect to (but shall not be obligated to do so) provide security equipment or services. Licensee further assumes the risk that any safety and security devices, services and programs that Oldfields provides may not be effective, or may malfunction or may be circumvented by an unauthorized third party.
10. Smoking and possession of alcohol is not permitted on the Premises.
11. No participants and/or all other direct/indirect participants may not be on the roof of any building or fire escapes except in the case of an emergency.
12. Fire extinguishers may never be touched unless there is an emergency.
13. Participants must not tamper with fire alarms or smoke detectors
14. Nothing should be burned in the gym. In addition, participants may not possess' candles, incense, matches, heating coils or other ignitable items.
15. Licensee may not have heating coils, electric coffee posts, hot plates, oil popcorn poppers, sunlamps or halogen lamps on the premises.
16. Fireworks and weapons are not allowed.
17. Licensee shall not have access to any computer/internet access unless approved in writing by Oldfields prior to the commencement of this agreement.





**EXHIBIT B**

**WAIVED**

**Use:** \_\_\_\_\_  
**Oldfields:** \_\_\_\_\_  
**Other party:** \_\_\_\_\_

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Sponsoring Organization must comply, and cause all sub-contractors of any level to comply, with the following insurance requirements:

**Minimum limits required:**

**General Liability:**

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$5,000
ISO form CG 00 01 or equivalent	
Aggregate limit to apply per location	

Coverage must be on Occurrence form. "Claims Made" is not acceptable.

Additional Insured Entities:

Oldfields and related entities and their respective officers, directors and employees must be named as Additional Insured

**Sexual Abuse & Molestation:**

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Includes:	Aggregate limit to apply per location

Coverage must be on Occurrence form. "Claims Made" is not acceptable.

Innocent Party Defense  
Defense Costs Outside the Limit  
Broad Form Knowledge/Notice of Occurrence

**Auto Liability:**

Combined Single Limit	ISO form CA 00 01 or equivalent
Includes Owned, Non-Owned & Hired Autos	\$1,000,000

**Workers Compensation:**

Employers Liability Limits	Statutory Benefits for All Employees
Each Accident	\$1,000,000
By Disease - Policy Limit	\$1,000,000
By Disease - Each Employee	\$1,000,000

Waiver of Subrogation endorsement in favor of Oldfields and related entities and their respective officers, directors, and employees.

**Umbrella:**

Additional Insured's as required hereunder	
Each Occurrence and in the Aggregate	\$10,000,000
Providing Coverage in Excess of:	
General Liability	
Auto Liability	

Coverage to be as broad as primary including

Employers Liability