

**LICENSE AGREEMENT**

**LICENSEE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**LOCATION OF PROPERTY TO BE SERVED BY LICENSE:**

\_\_\_\_\_

**TERM OF LICENSE:** \_\_\_\_\_

This License Agreement is made and entered into by and among Indian Springs Green Space LLC and Indian Springs Community Association, Inc. (hereinafter referred to collectively as “Indian Springs”) as Licensor and \_\_\_\_\_ “Licensee”.

**SCOPE OF LICENSE AGREEMENT:**

To permit access on, over and across Indian Springs’ property as shown on the drawing attached as Exhibit A as necessary to have access to the property served by the license for the sole purposes of homeowner or Indian Springs’ construction or other Licensee activity for the project further described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(“Project”)

## TERMS AND CONDITIONS

### I. GENERAL TERMS

In consideration for the granting of this License, the Licensee hereby agrees to abide by the Terms and Conditions set forth herein.

A. Licensee hereby agrees and accepts the fact that a License for a temporary use of Indian Springs' property hereunder for the Project is in no way to be construed as implying the granting of a fee-simple interest in the property or any access or other rights beyond that necessary for the currently defined Project.

B. The Licensee further agrees that any and all work to be performed on the property served by this license must first have the approval and authorization of the Indian Springs Board.

D. Licensee agrees that any construction, installation or maintenance work it does on the subject property under this Agreement shall be done in such a manner as to promote and preserve public safety and welfare, protect homeowners' property and Indian Springs' property, and cause a minimum of disruption and interference with neighboring properties and others using and accessing the Indian Springs' property .

E. Licensee agrees to comply with all federal, state and local statutes, ordinances, rules and regulations which may pertain or apply to public right-of-way or lands or to its use of the homeowners' property and Indian Springs' property and to not permit any nuisance or disturbance to occur upon such property.

F. Licensee agrees that under no circumstances shall any public right-of-way or lands or Indian Springs and Homeowners' property be used for commercial advertising. Licensee shall not place or permit any commercial advertising signs, banners, balloons, or other inflatables, placards or billboards upon the encroached property without obtaining the prior written approval of Indian Springs.

G. No alcoholic beverages are permitted to be used by Licensee on Indian Springs' property during the term of this Agreement.

H. Licensee shall use the encroached property solely for the purpose described under **Scope of License Agreement** above and no other activities may be conducted on said encroached property without the prior written approval of the Indian Springs.

I. Licensee shall, at its expense, keep in good order, condition and state of repair the installations and/or improvements placed on the above-mentioned property during the period of this Agreement. The Licensee shall likewise keep in good condition and state of repair that area around the installation or improvement to the limits as

determined by Indian Springs. Licensee shall make no alterations to, nor make any improvements on, the licensed property without the prior written approval of the Indian Springs.

**J.** The Indian Springs retains the full right and authority to enter, inspect and view the property subject to this license.

**K.** The parties agree that the Indian Springs may waive the performance of any items, conditions and covenants herein, provided that such waiver shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision. Any amendments or modifications to this License Agreement must be in writing and signed by both parties.

**L.** Indian Springs and Licensee, by execution of this License Agreement, hereby warrant and represent to each other that they are duly organized, validly existing, are qualified to do business in the Commonwealth of Kentucky, have full right, power and authority to enter into this License Agreement, and that each person signing on behalf of Indian Springs and Licensee is authorized to do so.

**M.** If any provision of this License Agreement shall be declared invalid or unenforceable, the remainder of this License Agreement shall continue in full force and effect.

**N.** The covenants, conditions, warranties and agreements made and entered into by the parties hereto are declared binding on, and shall inure to, the benefits of their respective heirs, successors, representatives, employees, owners, and board members.

**O.** The prevailing party in an any action relating to the performance or enforcement of this Agreement shall be entitled to recover its actual and reasonable attorneys' fees, disbursements, and court costs incurred in such action including through all levels of appeal.

**P.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state or federal courts of Kentucky. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

## **II. LIABILITY AND INDEMNITY**

**A.** LICENSEE ACKNOWLEDGES, agrees, and represents that he/she/it is knowledgeable and familiar with the Project, has inspected the Indian Springs property

and the property on which the Project is to be conducted, and that Licensee is qualified to participate in such Project. Licensee further acknowledges that the Project may be conducted near other personal property, Indian Springs property, public roads and facilities open to the public and other activities on behalf of Indian Springs and upon which the hazards of traveling, operating or being in the vicinity of heavy equipment, and unsafe property conditions are to be expected. Indian Springs has made no warranties or promises of any kind with respect to the condition of the Indian Springs' property and their homeowners' properties.

**B. LICENSEE FULLY UNDERSTANDS that: (a) THE PROJECT AND ASSOCIATED ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by Licensee's own actions, or inactions, the actions or inactions of others, including but not limited to others participating in the Project, the conditions in which the Project takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to it or not readily foreseeable at this time; and Licensee FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES it may incur as a result of its participation in the Project.**

LICENSEE HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Indian Springs, their administrators, directors, agents, officers, members, volunteers, and employees, other participants, the Indian Springs homeowners, and, if applicable, owners and lessors of premises and property on which the Project takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND FURTHER AGREES that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT Licensee, or anyone else, makes a claim against any of the Releases arising from or related to the Project, Licensee WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

LICENSEE FURTHER AGREES TO INDEMNIFY, HOLD HARMLESS, AND TO PAY ANY CLAIM FOR DAMAGES to Indian Springs and their homeowners' property resulting from, related to, or arising from the Project, or any negligent or intentional act by its employees, representatives, contractors, or any other person or entity performing work pursuant to the Project.

**C. Licensee shall purchase at its own cost and maintain Commercial General Liability insurance via the Occurrence Form, with a \$1,000,000 Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including Premises-Operation Coverage, Products and Completed Operations and**

Personal Injury. Insurance coverage is to be placed with a company approved by the Kentucky Department of Insurance to transact business in the state of Kentucky. Licensee shall furnish proof of insurance prior to Indian Springs approving this License Agreement, and at each renewal period. Indian Springs shall be named as an additional insured under the Licensee's Commercial General Liability policy, and this wording shall be stated on the required proof of insurance via a Certificate of Insurance. The Certificate of Insurance shall be furnished to the Indian Springs Board along with this signed Agreement with the request for approval of the Project.

**D.** Licensee shall post a bond or other surety acceptable to Indian Springs in the amount of \$5,000 (or such other amount and form acceptable to Indian Springs in its sole discretion) in order to repair any damages to the property of Indian Springs and its homeowners arising from or related to the Project. Said bond or surety shall not limit the liability of Licensee for damages and set forth under any other section of this Agreement herein. Proof of such bond or other surety must also be submitted to the Indian Springs Board with the request for approval of the Project.

### **III. TERMINATION**

**A.** If, Licensee shall fail to fulfill its obligations under this License Agreement, or, if it shall violate any of the covenants, terms or conditions herein, and if such failure or violations should continue for a period of five (5) days after written notice of such is given by the Indian Springs to Licensee, Indian Springs shall thereupon have the right to terminate this License and specify the effective date thereof. Upon such termination, Licensee shall not be entitled to any compensation from the Indian Springs, including but not limited to replacement value or fair market value of any improvements placed on the Property.

**B.** Should Indian Springs direct that this License Agreement be terminated, revoked or cancelled, as provided herein, it shall be the responsibility of the Licensee to remove within five (5) days of notice of such termination, revocation or cancellation, all vehicles, equipment and materials placed on the property and to restore the property to its condition just prior to the Licensee's use at the Licensee's sole expense.

### **IV. NO PROPERTY INTEREST and ASSIGNABILITY**

This License Agreement does not convey a permanent interest in property or lands and does not run with the land. This license is not assignable without the prior written consent of Indian Springs.

### **V. NO EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Licensee to be an officer or official of the Indian Springs. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to

conflict of interest, nor will it cause an unlawful benefit or gain to be derived by either party.

**INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.**

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**INDIAN SPRINGS GREEN SPACE LLC**

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**LICENSEE**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

EXHIBIT A

# INDIAN SPRINGS

