

LICENSE AGREEMENT

1. **Introduction.** This License Agreement (“Agreement”) is between the Lincoln Fire Fighters Reception Hall (“Licensor”) and County of Lancaster, Nebraska (“Licensee”) for the uses at the Premises outlined below.
2. **Location and Use.** The Licensee has proposed the following dates and times for licensing the Lincoln Fire Fighters Reception Hall at 241 Victory Lane, Lincoln, NE (“Premises”): July 10, 2023 starting at 8:00 a.m. through July 14, 2023 at 5:30 p.m. and/or July 17, 2023 starting at 8:00 a.m. through July 21, 2023 at 5:30 p.m. Licensee and Licensor enter this Agreement for the purpose of Licensee licensing the Premises for the Licensee’s in-person protest hearings.
3. **Term.** The term of this Agreement shall commence upon execution and shall continue through the dates listed above, but in no event longer than one year after the date of execution.
4. **Compensation.** The Licensee agrees to pay the Licensor five hundred (\$500) dollars for each day that Licensee uses the Premises. Final billing shall be determined after completion of the dates the Premises is licensed to Licensee.
5. **Termination.** Either Party has the right to terminate this Agreement if the other Party fails to perform as required. Termination rights under this section may be exercised only after the non-breaching Party notifies the breaching Party of the failure to perform in writing and giving the other Party ten (10) days written notice. Licensor also has the right to terminate this Agreement for any reason for its own convenience with ten (10) days written notice of the termination.
6. **Licensee Responsibilities.** Licensee agrees as follows: (a) To apply for and obtain any and all other necessary permits, releases, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the use of the Premises; (b) To conduct all activities related to the use of the Premises in a lawful manner and comply with any applicable statutes, municipal ordinances, rules, and regulations; (c) To not place or utilize display signs, advertising, or tents on the Premises, except upon written approval by Licensor in advance; (d) To conform to and operate the event or activity within the terms provided in any application for the license and provide in writing to licensor any deviations from that application for approval; (e) To prohibit smoking and alcohol use on the Premises; and (f) To vacate the Premises by 1:00 a.m. on any day following Licensee’s use of the Premises.
7. **No Joint Venture.** Licensee has sole and exclusive charge and control of the manner and means of operating its event or activity. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the Parties. The Parties agree that each of them is acting on its own behalf and not as an employee or partner of the other. Neither Party shall be deemed an agent or representative of the other and neither Party has permission or authority to bind or commit the other Party to any agreements or other obligations.
8. **Condition and Use of the Premises.** Licensee accepts the Premises in its then current “as is” condition and acknowledges that the Premises is in good and satisfactory condition at the time Licensee takes possession of the Premises, unless Licensee notified Licensor of damage to Premises upon entry to the Premises. Licensee has inspected the Premises and has determined the Premises to

be suitable for the uses intended. Licensor is not responsible to make any improvements to the Premises. All personal property on the Premises shall be at the risk of the Licensee only. Licensor shall not be or become liable for any damage to such personal property or for any damage arising from any act or neglect of Licensee and Licensee's employees of the Premises. No representations have been made by Licensor as to the condition of the Premises, including any sanitization with regard to COVID-19. Licensee shall, at all times, keep the Premises in clean, sanitary, and safe condition, and in compliance with all codes and regulations. Licensee and all participants shall be required to follow all applicable rules and regulations, health and safety guidelines, Directed Health Measures, and protocols. Licensee agrees to provide training and education as appropriate to all participants to ensure that the Rules are followed. Licensee shall cause all papers, rubbish, empty containers, garbage, and other trash accumulated to be picked up and placed in suitable trash and garbage containers, which containers shall be kept in a clean and sanitary condition. At all times during the term of this Agreement, Licensee shall comply with all environmental laws and permitting requirements impacting the Premises.

9. **Return of Premises to its Present Condition.** During the term of the Agreement and license, Licensee shall continuously maintain the Premises in a neat and clean condition. No structures or improvements shall be erected by Licensee unless prior written authorization is provided by Licensor. All structures and improvements remaining on the Premises after the term of this Agreement shall be and become the property of the Licensor. Upon the termination or expiration of this Agreement, Licensee agrees to return the Premises to the Licensor in its present condition, ordinary wear and tear excepted. Licensee shall pay for any damage or breakage caused by the Licensee and Licensee's employees to the Premises and other property and facilities that occurs in connection with the license granted to Licensee. Failure to comply with this paragraph will result in a minimum fifty (\$50) dollar cleaning fee billed to Licensee.

10. **Insurance.**

A. Licensee shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Licensee, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Licensee and Licensee's employees, or those directly or indirectly employed by Licensee. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury Damage - \$1,000,000 each Occurrence; and
4. Contractual Liability - \$1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - \$10,000;
7. Fire Damage (any one fire) - \$100,000.

B. The following shall be provided and attached to this Agreement by Licensee:

1. A Certificate of Insurance for its General Liability Insurance.
2. Proof of Workers Compensation Insurance, where appropriate.

C. Licensee is required to provide Licensor with thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

11. **Indemnification.** Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments, and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, including COVID-19 or novel coronavirus, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

12. **Integration, Amendment, Severability, Waiver, Applicable Law.** This Agreement represents the entire agreement between the Parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both Parties. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement shall be governed and interpreted by the applicable laws of the Nebraska, without reference to analysis of conflict of laws principles.

13. **Restriction of Assignment, Subletting.** Licensee shall not assign, sublet, or in any manner transfer this Agreement, the permission to use the Premises, or any other interest herein.

14. **E-Verify.** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Licensee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Licensee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Licensee shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

15. **Equal Employment Opportunity.** Contractor agrees that in providing services pursuant to this contract, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis provided by applicable state or federal law.

16. **Capacity.** The undersigned person(s) representing Licensee does hereby agree and represent that they are legally capable to sign this Agreement and to lawfully bind Licensee to this Agreement.

IN WITNESS WHEREOF, Licensee and Licenser do hereby execute this Agreement.

Licensee Signature: Deb Schorr
Deb Schorr
Chair, Lancaster County Board of Commissioners

Date of Execution: 11/1/2022

Licenser Signature: Debbie Way
Debbie Way
General Manager & Event Coordinator
Lincoln Fire Fighters Reception Hall

Date of Execution: 10/20/2022

Approved as to form this 1st day of November, 2022.

[Signature]
Deputy County Attorney
For PAT CONDON