

**LICENSE
FOR USE OF CITY PROPERTY**

This **LICENSE AGREEMENT** is made this 15th day of July, 2019 ("Effective Date") between the City of Cleveland ("**City**"), a municipal corporation of the State of Ohio, through its Director of Public Works ("**Director**") under the authority of Section 183.16 of the Codified Ordinances of the Cleveland, Ohio, 1976 (C.O.) and Ettractions, located at 30B Sixth Road Woburn, MA 01801, its employees, agents, contractors, vendors, successors, and assigns (collectively "**Licensee**").

RECITALS:

1. Section 183.16 of the Codified Ordinances of Cleveland authorizes the Director of Public Works to issue a license to enter and perform limited construction on certain City property.
2. Licensee has requested the City to issue a license for the purpose of installing and servicing an interactive touch screen product (the "ExploreBoard"™) at the West Side Market, 1979 West 25th Street, Cleveland, Ohio 44113. The City grants to Licensee the non-exclusive use of the City's property described below and, in consideration of the license granted to Licensee, the Licensee agrees to the following:

Accordingly, the City and Licensee agree as follows:

1. *License.* The City grants to Licensee the non-exclusive license to use the Licensed Property for the purpose identified below, under the terms and conditions of this License. Licensee shall not assign, transfer, convey, sell, or pledge its rights or interests in this, or any part of this Agreement, or any right or privilege created under this Agreement. Any claims of assignment by Licensee relating to this Agreement are void.
2. *Purposes.* The Licensee may use the Licensed Property to perform the installation and servicing, pursuant to the plans, technical brief and specifications sheet attached hereto as **Exhibit A** and incorporated herein by reference, in a specific location at the West Side Market ("Project"). The Project must conform to the Department of Public Works' requirements and specifications.
3. *Licensed Property.* The Licensed Property consists of a specific location within the West Side Market as delineated in **Exhibit B** and incorporated herein by reference, 1979 West 25th Street, Cleveland, Ohio 44113 ("Licensed Property").
4. *Term of License.* This License shall commence on the Effective Date and shall not exceed one year in duration. The Director may revoke this License for any reason before the expiration of the term, effective upon Licensee's receipt of written notice from the Director.
5. *Compliance with Applicable Laws and Conditions.* Licensee shall possess or engage only with those parties that possess the necessary qualifications, licenses, and/or certifications required by law, ordinance, or regulation necessary to perform all activities related to the purpose of this License, as described in Section 2 above, and shall perform all activities in

compliance with applicable laws, ordinances, and regulations. Licensee, as its sole cost, is required to pull and maintain any and all permits required to perform all activities related to the purpose of this License Agreement. Licensee bears sole responsibility for the training and supervision of its agents, employees, and assigns. Licensee is responsible for compliance with all applicable laws and regulations that now apply or may reasonably be promulgated in the future.

6. *Exculpation and Insurance.* Licensee shall defend, indemnify, and hold harmless the City, its officers, agents, employees, successors, and assigns from any and all claims, losses, costs, damages, expenses, and liabilities, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity arising from Licensee's use of the Licensed Property. In addition, Licensee shall indemnify and hold harmless the City, its officers, agents, employees, successors, and assigns from any liabilities, fines, charges, assessments, claims, penalties, losses and damages arising out of Licensee's failure to comply with all applicable laws, ordinances, regulations, conditions, and the requirements set forth in this License. Licensee releases the City of Cleveland, its officers, employees, agents and representatives from any and all claims, cost, expenses, damages, and liabilities for injuries or property damage sustained or caused by Licensee while on the Licensed Property. Licensee waives any constitutional and statutory immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio for damages at common law or by statute for any injury, or occupational disease, or bodily condition, received or contracted by any of Licensee's employees in the course of or arising out of their employment in connection with or incidental to, either directly or indirectly, the use, occupancy or condition of the Licensed Property, or the activities on the Licensed Property. The requirements of this paragraph shall survive the expiration, revocation, or earlier termination of this License.

Licensee shall, at its own expense, maintain during the term of this License comprehensive general liability insurance with limits of liability no less than \$1 million dollars applicable to the liability assumed by Licensee in this section. Licensee shall, during the term of this License and at Licensee's own expense, include the City as an additional insured on this insurance.

7. *Taxes and Other Charges.* Licensee agrees to timely pay all taxes, if applicable, and any other charge or expenses attributable to Licensee's activities.

8. *Surrender of Premises and Title to Improvements.* Upon the expiration of this License, Licensee shall yield and deliver peaceably to the City possession of the Licensed Property promptly and in good condition. Before surrender of the Licensed Property, Licensee shall restore and repair all damage to the Licensed Property it has caused, or is related to or resulting from Licensee's activities and operations, normal wear and tear excepted. Title to all improvements constructed or installed by Licensee on the Licensed Property shall vest in the City upon completion of the Project or upon termination of the License before the completion of the Project.

9. *Entire Agreement.* This License constitutes the entire agreement between the parties as of the Effective Date. Any provisions of prior licenses, agreements, or documents that conflict in any manner with the provisions of this License, shall be void and of no effect.

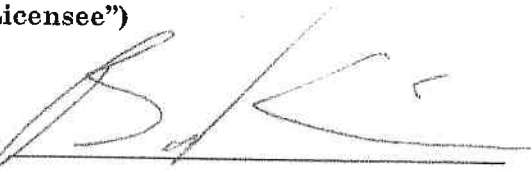
10. *City's Right of Entry.* The City, its officers and employees, may enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of Licensee's activities under this License.


11. *License Fee.* The installation and servicing of the ExploreBoard™ shall be the consideration for this License.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date first appearing above.

Ettractions
("Licensee")

CITY OF CLEVELAND

By: 
BRAD WEIDMAN SALES MANAGER
(Printed Name) (Title)

By: 
Michael E. Cox, Director
Department of Public Works

Date: 6-7-19

Date: 7/1/19

The legal form and correctness
of this License is hereby approved.

Barbara A. Langhenry
Director of Law

By: 
GRAIG E. KLUGE
Assistant Director of Law

Date: July 1, 2019