

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made on this day ___ of ____, 201_ by and between the Inner Arbor Trust, Inc., a 501(c)(3), charitable, non-stock entity of the State of Maryland, and _____ of _____, (Phone: _____) (the "Licensee").

WITNESSETH:

WHEREAS, Inner Arbor Trust, Inc. is the easement holder, steward and representative of property in Columbia, Maryland located in the Symphony Woods on Little Patuxent Parkway, in Columbia, Maryland (the "Property") as shown on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Licensee desires to acquire a license to use a portion of the Property for "Symphony Woods Rally"; and

WHEREAS, Inner Arbor Trust, Inc. is willing to grant such a license for the purpose and upon the terms and conditions stated herein;

NOW, THEREFORE, Inner Arbor Trust, Inc. and Licensee hereby mutually agree and covenant as follows:

1. Grant of License

Inner Arbor Trust, Inc. hereby grants to Licensee a non-exclusive license, with the concomitant rights and privileges and subject to the obligations and duties of this agreement (the "Agreement" or the "License"), for the use in common with others of a portion of the Property (the "License Area"), as shown on Exhibit A.

2. Term of License

The period of this License shall be ____ until ____ on ____, ____, 201_ (the "License Period"), unless terminated sooner. Either party hereto may terminate this Agreement by giving ten (10) days prior written notice to the other party of termination of the Agreement.

3. Use of License Area

The License Area shall be used by Licensee solely for the "_____", on a non-exclusive basis.

4. License Fee

Licensee covenants and agrees to pay a license fee for the use of the License Area the sum of \$_____ (____ dollars), payable upon the execution hereof.

5. Expenses

Licensee shall be responsible for all expenses for water, gas, electricity, sewage and other utilities and services that are incurred because of Licensee's use and occupancy of the License Area.

6. Inspection by Licensee and Inner Arbor Trust, Inc.

Licensee has inspected the License Area and hereby acknowledges that the License Area as existing upon the date of execution of this Agreement is suitable for the purposes contemplated herein.

7. Covenants by Licensee

Licensee hereby acknowledges that the granting of this License by Inner Arbor Trust, Inc. is in consideration of and strictly conditioned upon the maintenance of the License Area in a clean, orderly, and sanitary condition, as prescribed by Inner Arbor Trust, Inc., in its sole discretion. Licensee shall not make any alterations, changes or modifications to the License Area, including the erection or installation of any signs, markings or use of any equipment or other apparatus, without the prior written consent of Inner Arbor Trust, Inc.

Licensee shall not store any property on the License Area. Licensee also shall not permit trash or debris to accumulate or be stored on the License Area in such a way as to become a fire hazard, a nuisance or unsanitary. Licensee shall not do, nor suffer to be done, nor keep nor suffer to be kept, anything in, upon or about the License Area that may contravene the terms of any insurance policies Inner Arbor Trust, Inc., or others on the License Area, may have or that would prevent Inner Arbor Trust, Inc. or others on the License Area from procuring insurance in companies acceptable to Inner Arbor Trust, Inc. at standard rates.

Licensee shall be responsible for all crowd management and security during the License period.

8. Assignment of License

Licensee shall not assign this License nor permit any total or partial assignment thereof by operation of law, equity or otherwise, nor license or sublicense the whole or any part of the License Area without Inner Arbor Trust, Inc.'s prior written consent.

9. Liens

Licensee shall not allow any lien to be filed against the License Area. In the event that Licensee receives a Notice of Intent to File Lien, Licensee shall immediately take all steps necessary to prevent the filing of such lien. In the event that a lien is actually filed, Licensee shall immediately take all necessary steps to have such lien removed.

10. Indemnification

Licensee hereby agrees to indemnify Inner Arbor Trust, Inc. and defend and save it harmless from and against any and all claims, liens, actions, damages, liabilities and/or expenses, including costs and attorney's fees, in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of the occupancy and/or use by Licensee of the License Area or any part thereof

occasioned wholly or in part by any act or omission of Licensee, the vendors and operators of any equipment or games, or Licensee's invitees, agents, servants, officers, contractors, employees, representatives or any other person participating in any way in activities related to or arising under this License.

It is expressly agreed that Inner Arbor Trust, Inc. shall not be liable or responsible for:

- (a) the quality, quantity, impairment, interruption, stoppage, or other interference with service involving water, gas, electricity, or any other service or utility.
- (b) any hindrance, disturbance or termination of Licensee's use of the License Area;
- (c) any damage to or loss or theft of property of Licensee or of others located on the License Area;
- (d) any injury or damage to persons or property from any cause of whatsoever nature; or
- (e) any damage caused by other persons, occupants of adjacent property, or the public, or caused by operation or construction of any private, public or quasi-public work.

It is expressly understood that Licensee shall hold Inner Arbor Trust, Inc. harmless from any and all claims arising out of damage to Licensee's property on the License Area including subrogation claims by insurance carriers.

11. Insurance

(a) Licensee shall maintain occurrence-based liability insurance throughout the License period against any claim for bodily injury, personal injury, death, or property damage. Licensee shall keep the License Area insured throughout the term of this License against the following:

- (1) Loss or damage by fire and all other insurable risks including but not limited to, the "broadcase" form of extended coverage insurance, in amounts satisfactory to Licensor.
- (2) Claims for bodily injury, personal injury or property damage, under a policy of general public liability insurance, with limits not less than the following:

Two Million Dollars (\$2,000,000.00) aggregate
One Million Dollars (\$1,000,000.00) per occurrence

Five Thousand Dollars (\$5,000.00) medical expenses (any one person)
Deductible allowed up to Five Thousand Dollars (\$5,000.00) at the discretion of Licensee, it being understood that Inner Arbor Trust, Inc. shall not be responsible for deductible amount.

- (b) All insurance provided for in this Agreement shall be effected under

enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of Maryland and shall be subject to Licensor's approval.

(c) Each policy and/or binder shall provide for at least (30) days notice to the Licensor of any change or cancellation thereof. The Licensee shall promptly deliver to the Licensor a certificate from the insurance carrier evidencing the policy and the payment of premium.

(d) All policies shall include the Licensor as an insured with Licensee, as its interest may appear.

(e) Inner Arbor Trust, Inc., Columbia Association, Howard County, Maryland Howard Hughes Corporation and It's My Amphitheater, Inc. shall be an additional named insured on each policy of insurance carried by Licensee under this Agreement. At least one (1) business day prior to the commencement of the License period, Licensee shall deliver to Inner Arbor Trust, Inc. Certificates of Insurance evidencing the required coverage and the payment of premium.

12. License Personal to Licensee

It is specifically understood and agreed by Licensee and Inner Arbor Trust, Inc. that neither the execution of this License Agreement nor the use of the License Area by Licensee shall be deemed to create or vest in Licensee any interest or estate in the land which is the subject of this License.

13. Default and Remedies

Licensee agrees and covenants to abide by and perform all covenants on its part to be performed hereunder. In the event of any default hereunder or other breach by Licensee, Inner Arbor Trust, Inc. shall have, in addition to other remedies available at law or in equity, the right to terminate this License Agreement and recover possession of the License Area, by legal process or otherwise, without notice to or demand made upon Licensee. In the event that Inner Arbor Trust, Inc. shall be required to expend any monies as costs, attorneys' fees or other expenses in legally enforcing any provisions of this Agreement, Licensee agrees to be liable therefore and hereby authorizes the entry of judgment for all such amounts.

14. Surrender of License Area

At the termination of this License, whenever occurring or however caused, Licensee shall immediately yield up and deliver possession of the License Area to Inner Arbor Trust, Inc., its agents or successors in interest. Licensee shall surrender the License Area in as good condition as when Licensee took possession.

15. Applicable Laws

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland and Howard County. Both parties expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in Howard County, Maryland.

16. General Provisions

- (a) The signatories to this Agreement warrant that they have full and complete authority to enter into this Agreement and to sign said Agreement on behalf of the entity on whose behalf they are signing.
- (b) This Agreement shall inure to the benefit of and create a binding obligation on the parties hereto, their respective successors and assigns.
- (c) This Agreement shall constitute the entire agreement between the parties hereto, and no variance or modification hereof shall be valid and enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.
- (d) For the convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects the same and each of which shall be deemed to be complete in itself, so that any one may be introduced in evidence or used for any purpose without the production of the other counterparts.
- (e) Captions used in this Agreement are for convenience only and shall have no legal effect.
- (f) In the event that either party commences litigation to enforce any provision of this Agreement, each party hereby waives the right to trial by jury.
- (g) Any waiver of any breach of a term or condition of this License Agreement shall not constitute a waiver of any other breach or any subsequent breach.

17. Severability

In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

18. Notice

Unless otherwise specified herein, notices allowed or required hereunder shall be either hand delivered or sent by registered or certified United States mail, postage prepaid, or by such other method as requires written verification of receipt. If the notice is being sent to Inner Arbor Trust, Inc., it shall be sent to:

If the notice is being sent to Licensee, it shall be sent to:

If the notice is being sent to Inner Arbor Trust, Inc., it shall be sent to:

**Inner Arbor Trust, Inc.
Michael S. McCall, President and CEO
10630 Little Patuxent Parkway
Century Plaza Suite 315
Columbia, MD, 21044-1007**

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

WITNESS:

**LICENSOR:
COMPANY NAME**

By: _____

WITNESS

**LICENSEE:
Inner Arbor Trust, Inc.**

By: _____
Michael S. McCall, President and CEO