

LICENSE AGREEMENT

LICENSE AGREEMENT (this "License") is made and executed as of the ____ day of _____ 2007 (Effective Date), by and between the CITY OF PORTLAND, by and through its PARKS and RECREATION BUREAU (hereinafter "Licensor", "City" or "PPR"), and Lents Little League (hereinafter "Licensee" or "LLL"), collectively referred to as "the Parties" herein.

RECITALS

WHEREAS, LLL, PPR and the Portland Development Commission entered into that certain Amended and Restated Use Agreement (the Use Agreement), dated April 23, 2007 which required LLL to relocate its Little League activities to Lents Park; and

WHEREAS, the Use Agreement required PPR and LLL to enter into an agreement authorizing LLL to use Lents Park in accordance with the intentions of the Use Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits provided for in the Use Agreement and others stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited, PPR and LICENSEE agree as follows:

1. **License.** PPR hereby grants LLL a *non-exclusive* license to use that certain portion of Lents Park depicted on Exhibit A hereto (the Premises). No right or interest in the Premises is conveyed through this License, other than the right to use the Premises in accordance with this License. Such rights of use are expressly declared not to be property rights, but are solely contractual in nature.
2. **Premise Improvements.** Consistent with the intent of the Use Agreement, but subject to available funding, the Premises will include the following improvements at a minimum: two Little League fields with spectator seating; one t-ball field; a 200 square foot concrete pad for a temporary storage container; an area for dedicated portable restrooms; and a concession/registration building. Premise improvements are hereinafter referred to as "the Facilities."
3. **Acceptance of Premises.** The Premises will be made available on an "as-is" basis, with no representations or warranties, express or implied, being made by the City, its officers, agents or employees. PPR will have no liability to LLL for any damage or injury caused by the condition of the Premises. Furthermore, LLL accepts the Premises subject to valid existing rights, including, but not limited to, existing permits, licenses and easements.

4. **Permitted Uses:** LLL use of the Premises is restricted to activities directly related to playing Little League baseball, including concession stand activities normally associated with Little League baseball. All permitted uses shall occur during times that Lents Park is open to the general public and in accordance with all terms and conditions of this Agreement. Unless otherwise agreed in writing, use of the Premises and Facilities under this License will not commence until the proposed improvements to the Premises under the Use Agreement have been completed and accepted by PPR.
5. **Term:** The term of this License is five (5) years, expiring at midnight on the fifth (5th) anniversary of the Effective Date. At the end of said term, it is the intention of PPR to continue authorizing use of the Facilities at Lents Park by LLL in accordance with PPR procedures related to designating primary fields of use for Little League teams and other ball field users.
6. **Consideration.** LLL will pay standard fees charged Little League teams for use of PPR facilities, as those fees may change over time. Fees charged to Little League teams are subject to change on an annual basis. LLL will be provided at least ninety (90) days written notice of PPR's intent to increase fees.
7. **Payments.** All amounts due under this License will be paid on or before the applicable due date. Payments will be made by check, made payable to Portland Parks and Recreation and mailed the address provided under "Notices" below. A late fee of \$50.00 will be due in association with each overdue payment.
8. **Annual Schedule of Use.** LLL will be permitted to use all three baseball fields after 3:30 p.m. on any weekday (Monday-Friday) and all hours on Saturday and Sunday, from February 1 through August 15, and Field #1 on Sundays only from August 15 through November 1. Said fields and playing times will be provided for in annual permits issued by PP&R in accordance with its normal permitting process. LLL may, with PPR written authorization, use the baseball fields on other days.
9. **Playing Time Restrictions.** PPR, at its sole discretion, can restrict use of the Premises for health, safety and asset protection purposes, including, but not limited to, field closure due to rain. Use restrictions will be made in accordance with policies and procedures applicable to all Little League clubs and other teams using PPR facilities. LLL will become familiar with said procedures prior to commencing use of the Premises under this License.
10. **Maintenance, Repairs and Improvements.**
 - A. **General Maintenance.** LLL shall maintain the facilities in a neat, safe and secure condition. Field maintenance will be conducted in accordance with PPR policies and procedures, which include arrangements for PPR and Little League teams to share certain maintenance responsibilities. LLL will complete a PPR training course on said policies and procedures prior to commencing uses under this License and annually thereafter.

- B. **Facility Maintenance and Repair.** With the exception of maintenance and repairs made necessary by negligent or inappropriate uses of the Facilities by LLL, PPR shall be responsible for ongoing maintenance and repairs of the improved Facilities, including the bleachers, backstops, fencing and the concession/registration building. In the event of maintenance and repairs made necessary by negligent or inappropriate uses of the Facilities by LLL, PPR shall complete the required maintenance and/or repairs and invoice LLL for said maintenance and repairs. LLL shall pay maintenance and/or repair costs within thirty (30) days of being invoiced. PPR maintenance and repair obligations hereunder are subject to the availability of funds for said maintenance and/or repairs.
- C. **Facility Improvements.** LLL will make no improvements to the Facilities without the written permission of PPR.

11. Risk Management

- A. **Indemnification.** LLL, on behalf of itself and all others acting through its License, including players, parents and coaches, shall be liable for any loss, damage, or injury sustained by any person whatever by reason of the negligence or willful acts of, or any breach of any rules, regulations, and ordinances by, the LLL or others acting through or in association with its License, and shall indemnify, defend and hold harmless the City and its officers, employees and agents from any and all claims, demands, actions and suits (including all attorney fees and costs, through trial and on appeal) arising from the LLL's use the Premises.
- B. **Insurance.** LLL shall provide sufficient evidence of its compliance with insurance and indemnification requirements of Little League Baseball, Incorporated. In the event that PPR insurance policies and procedures related to Little League team use of PPR facilities change, LLL will be required to comply with said changes.
- C. **Security.** LLL shall be solely responsible for securing its equipment, materials and supplies on the Premises in a manner acceptable to PPR. PPR will not be responsible for any losses or theft of equipment, materials, supplies or other valuables associated with LLL's uses under this License.

12. **Nuisance.** LLL will take every reasonable effort to prevent and resolve nuisance complaints from Lents Park neighbors, including, but not limited to complaints about noise, trash and parking. In the event that complaints are made to LLL and/or PPR, LLL shall respond to the complaining party within twenty-four (24) hours of receiving or being informed of the complaint.

13. **Off Season.** Unless otherwise agreed in writing, LLL will remove its equipment, materials and supplies from the Premises at the end of each playing season (Off Season), with the Facilities left in a "broom clean" condition. PPR may authorize others to use the Facilities during Off Season periods.

14. **Fund Raising.** With the exception of concession stand activities, no LLL fund raising shall be allowed on the Premises without PPR's written consent, including, but not limited to, the sale of banner space on Facilities.

15. **Compliance with Laws.** LLL will comply at all times with all applicable federal, state and local laws, rules, regulations, ordinances, statutes and decisions, with said compliance to include, but not be limited to, City ordinances, rules and regulations applicable to City parks. Furthermore, LLL will be responsible for obtaining all necessary permits and other authorizations required for LLL’s activities under this License.
16. **Entry by City.** Representatives of PPR or the City may enter the Premises at any time for the purpose of maintenance, compliance inspection or other purposes deemed necessary by the City.
17. **Non-Profit and Little League Status.** LLL shall maintain its non-profit status throughout the term of this License and shall remain in compliance with applicable Little League requirements.
18. **Termination for Cause.** PPR may terminate this License in the event that LLL has breached its obligations under the License and has not remedied said breach within thirty (30) days of being provided written notice from PPR to do so. The License will not be terminated if LLL has initiated efforts to remedy the breach within thirty (30) days of said written notice and is making reasonable progress towards said remedy.
19. **Notices.**
 All notices under this License shall be in writing and shall be deemed validly given if sent by mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. If any such notice or communication is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice or other communication shall be effective on the date delivery is attempted. Notices should be addressed as follows:

<u>PPR:</u>	Portland Parks and Recreation Bureau 1120 SW 5 th Ave, Suite 1302 Portland, Or 97024 Attention: Property Management Telephone: (503) 823-2223 Facsimile: (503) 823-5570
<u>LICENSEE:</u>	Lents Little League Post Office Box 90056 Portland, OR 97290 Attention: Jeremy Huyck Telephone: (503) 680-8631

Any party may change the designated recipient of notices by so notifying the other party in writing.

20. General.

- A. **Mutual Cooperation.** The Parties will cooperate and consult with one another on all matters relating to their mutual interest in Lents Park, the Premises and the Facilities throughout the term of this License.
- B. **Sports Work Group.** LLL will participate as a member of the PPR Sports Work Group, through one designated Little League representative (representatives to be chosen from amongst the Portland Little League Districts).
- C. **Records.** LLL will keep accurate and sufficient records related to LLL's operations as they relate to LLL's activities under this License, including records relating to LLL's non-profit status, and make available these records to PPR on thirty (30)-days written notice.
- D. **Recycling.** LLL will recycle as much of its waste as practicable, using standard recycling practices.
- E. **Signage.** Licensee may not display or erect any signs on the Premises or other PPR property used in connection with this agreement without the advanced written approval of PPR.
- F. **Transfer of Rights.** Rights granted under this License are personal to Licensee, and may not be assigned, transferred, sold, conveyed, or otherwise hypothecated without the prior express written consent of PPR, which consent may be granted or denied in PPR's sole discretion.
- G. **Liens.** LLL will take all actions that are reasonably necessary to prevent liens from being filed against the Premises and to remove liens that are filed in association with LLL activities under the License.
- H. **Interference with PPR Activities.** LLL activities authorized hereunder will not interfere with PPR's, or its patrons', customary or ordinary use of the remainder of Lents Park, of which the Premises are a part. Prohibited interference includes, but is not limited to, interference with free and safe ingress and egress, parking and PPR's construction or maintenance work.
- I. **Hazardous Materials.** LLL shall not dispose at, on or about the Premises, or adjacent PPR property, any Hazardous Substance (as defined in ORS 465.200, as it may hereafter be amended, and any implementing regulations) and shall handle all Hazardous Substances in a manner that protects the Premises and adjacent Park property and the environment from accidental spills and releases. LLL or any of its officers, employees, agents, contractors, subcontractors, servants, successors, assigns, sublessees, licensees or invitees, shall not cause or authorize to occur any unauthorized release of a Hazardous Substance or any condition of pollution or nuisance at, on or about the PPR Premises, whether affecting surface water or groundwater, air, the land or the subsurface environment.
- J. **Taxes and Assessment.** LLL shall be responsible for any taxes and/or assessments that are levied against the Premises and/or LLL in association with LLL's activities under the License.
- K. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Oregon, excluding its choice of law principles.
- L. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

- M. **No Third Party Rights.** Nothing in this Agreement is intended to create any rights in any third parties.
- N. **Further Documents.** Each party agrees to cooperate with the other in the execution of any documents necessary to protect its rights under this Agreement.
- O. **Illegality.** If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision.
- P. **Waiver in Writing.** No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.
- Q. **No Partnership.** Nothing contained in this Agreement is intended to create, or shall in any event or under any circumstance be construed as creating, a partnership or a joint venture between PPR and LLL.
- R. **Licensor Consent.** Unless otherwise stated, whenever consent, approval, or direction by Licensor is required under the terms herein, all such consent, approval, or direction must be in writing. The Director of PPR, or a person designated in writing by the Director, is authorized to give any needed consents, approvals, or direction.
- S. **General.** The Exhibits attached to this Agreement are made a part of this Agreement. This Agreement shall benefit and bind PPR and LLL and their respective personal representatives, heirs, successors and assigns. Time is of the essence of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. This Agreement may not be amended or modified except by a written instrument signed by PPR's Director and LLL.

IN WITNESS WHEREOF, PPR and LLL have caused their duly authorized representatives to execute this Agreement in triplicate.

LICENSOR:

LICENSEE:

PORTLAND PARK AND RECREATION
BUREAU

LENTS LITTLE LEAGUE

By: _____

By: _____

Name:

Name:

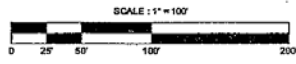
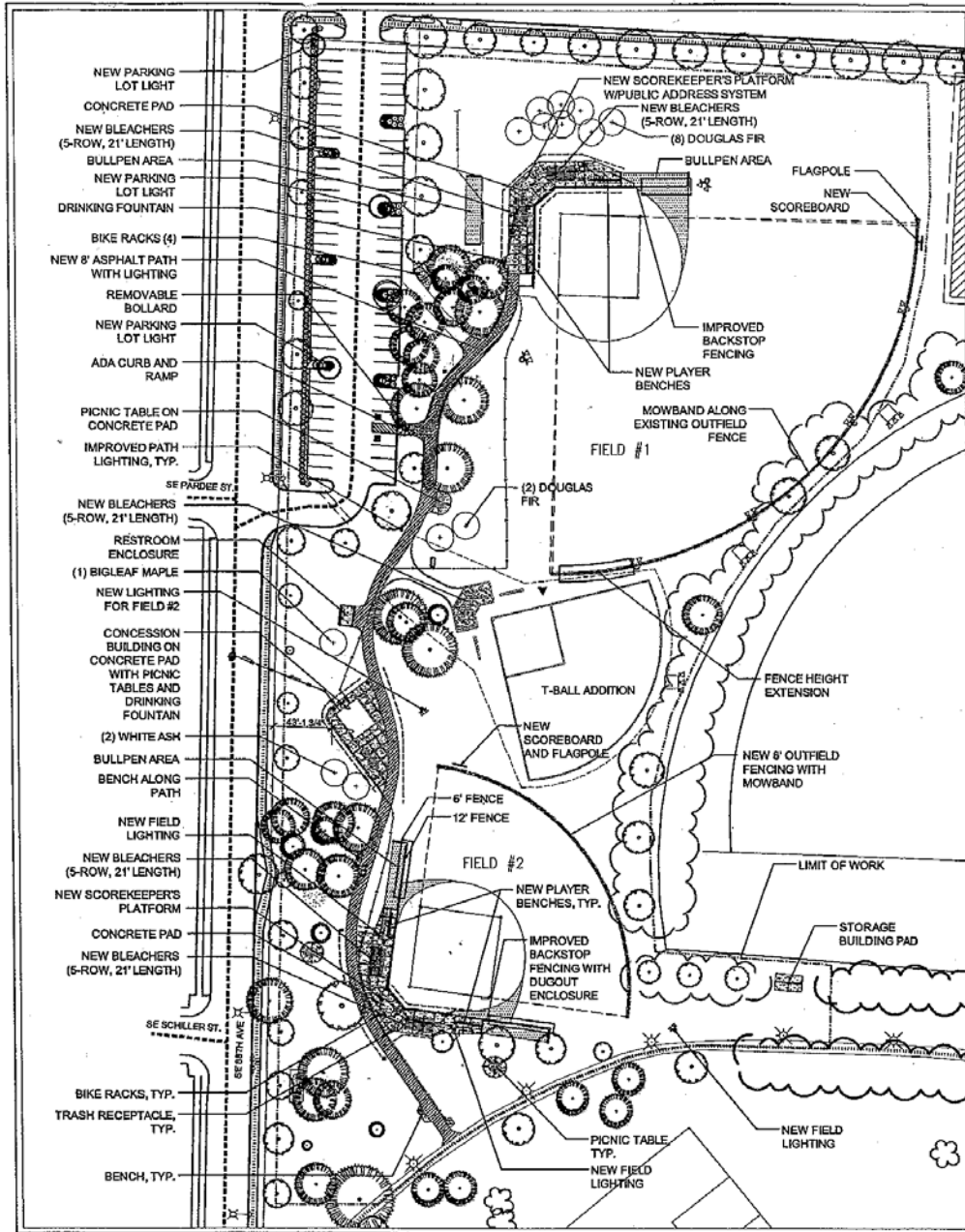
Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
(Premises and Proposed Facilities)**



SITE DEVELOPMENT PLAN - WEST

Lents Park