

POCONO MOUNTAINS MUNICIPAL AIRPORT AUTHORITY

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of the _____ day of _____, 20____ by and between _____, Pocono Mountains Municipal Airport Authority, a Pennsylvania Municipal Authority organized under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at 188 Airport Drive, Tobyhanna PA 18466 (“Licensor”) and _____, a corporation organized under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at _____ (“Licensee”).

WHEREAS, Licensor owns, occupies, and operates certain real property located in Coolbaugh Township, Monroe County, Pennsylvania, known and operated as the Pocono Mountains Regional Airport, (the “Premises”), a portion of which Licensee wishes to enter upon and use for the purposes hereinafter described; and

WHEREAS, Licensor is willing to permit Licensee to enter upon and use for the said purpose that certain property as hereinafter described on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Upon payment by Licensee to Licensor of a license fee, the amount of which to be negotiated between the parties in advance, but in no instance to exceed \$2,000, Licensor shall permit Licensee, its officers, employees, agents, servants and invitees, not to exceed _____ persons at any one time, or _____ in the aggregate over the duration of the Event to enter upon and use that certain property herein described, on the dates and during the hours herein defined, for the limited purpose(s) of _____ (the “Event”) and for no other purpose.
 - a. The property of Licensor upon which Licensee may enter (the “Licensed Premises”) is illustrated on Exhibit “A”, attached hereto, and incorporated herein.
 - b. The dates and hours of such entry are limited to: _____ A.M. / P.M. until _____ A.M. / P.M. on _____, 20____ on the day of the Event and _____ to _____ on the day immediately preceding and the day immediately following for purposes of set-up and tear-down.

2. Licensee's entry upon and use of the Licensed Premises shall be subject at all times to the Public Event Policy of the Pocono Mountains Municipal Airport Authority, attached hereto and incorporated herein as Exhibit "B". Licensee is solely responsible for compliance with this Policy by Licensee's officers, employees, agents, servants, and invitees.
3. Licensee's entry upon and use of the Licensed Premises shall be subject at all times to applicable Federal, State and Local laws, regulations and ordinances including, but not limited to, FAA regulations. Licensee is solely responsible for compliance with all such laws, regulations and ordinances by Licensee's officers, employees, agents, servants, and invitees.
4. Licensor may, in the exercise of its sole discretion, make available certain of its employees, for the purpose of facilitating Licensee's use of the Licensed Premises and for the purpose of ensuring the safety and convenience of other airport users during the exercise of the license herein granted.
5. Licensee shall, at all times, exercise said license in such manner as to avoid interference with or disruption of Licensor's airport operations, the operations of operating airport tenants, and the air traveling public. Furthermore, Licensee hereby recognizes and acknowledges that the said license is subordinate to Licensor's obligations, as owner of the property herein, to airport tenants and the air traveling public. Therefore, Licensee, its officers, employees, agents, and servants, shall at all times comply fully and promptly with all of Licensor's regulations, directions, and instructions.
6. Licensee hereby recognizes and acknowledges that the exercise of the said license may involve risk to the Licensee, its officers, employees, agents, servants and invitees of personal injury or damage to property. Licensee shall, therefore, prior to entering upon the property herein, notify its officers, employees, agents, servants, and invitees in writing of the aforesaid risk.
7. Licensee shall indemnify and hold harmless Licensor, its officers, employees, agents, servants, successors and assigns, regardless of any negligence on their part, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of any accident or occurrence, however caused, in or as a result of the exercise by Licensee of the license granted herein.
8. Licensee shall obtain, as a condition precedent to the exercise of any part of the said license, the following public liability insurance coverage in such form and issued by such insurance company as shall be satisfactory to Licensor: bodily injury, including death, and personal injury, including without limitation, libel, slander and invasion of privacy, in

an amount not less than \$1,000,000 per person and in an amount not less than \$3,000,000 for all persons arising out of each occurrence; damage to or loss or destruction of property, including loss of use thereof in an amount not less than \$250,000 for each occurrence and not less than \$1,000,000 in the aggregate. Each and every such policy as aforesaid shall expressly provide therein that coverage includes the contractual liability assumed by Licensee pursuant to this License Agreement. Furthermore, each and every such policy shall be endorsed to show Licensor as an additional named insured and shall contain a waiver of subrogation rights and shall provide for no less than ten (10) days' notice to Licensor of any cancellation or adverse change to such policy.

9. A Certificate of Insurance and applicable endorsements evidencing such insurance shall be furnished to Licensor no less than ten (10) days prior to the earliest date set forth in Subsection 1(b) hereof. Failure to obtain insurance coverage as provided in Section 8 hereof or failure to furnish a Certificate of Insurance as provided in this Section 9 shall render this Agreement null and void; provided, however, that no act or omission of Licensor in relation to the provisions of the said Sections 8 or 9 shall in any way limit, modify or effect the obligations of Licensee under any provision of this Agreement.
10. At the expiration of the license granted herein, Licensee shall leave the Licensed Premises in the condition existing immediately prior to Licensee's exercise of the license.
11. Licensee shall be solely responsible for, and shall reimburse Licensor for, any and all costs or expenses incurred by Licensor as a consequence of the exercise by Licensee of the license granted herein. Such costs or expenses may include, without limitation, costs of restoring the property to the condition existing immediately prior to Licensee's exercise of the license. Licensor shall provide Licensee with an itemized accounting of all such costs and expenses no later than ninety (90) days following the latest date set forth in Subsection 1(b) hereof. Licensee shall remit payment in full by certified check or money order no less than ten (10) days from the date of such itemized accounting. Concurrently with execution of this Agreement, Licensee shall provide a security deposit in the amount of \$2,500.00 to be held by Licensor and applied at Licensor's discretion towards Licensee's obligations under this paragraph.
12. Licensor may, in its sole discretion, and with or without notice, postpone or cancel the exercise by Licensee of the license granted herein for causes beyond Licensor's control. Such causes shall include, without limitation, the laws, regulations, acts, demands or interpositions of any federal, state, or local government agency, acts of God, strikes, fire, flood, weather, war, acts of picketing, rebellion, insurrection or terrorism or any other cause beyond Licensor's control whether similar or dissimilar to the foregoing. In the event of any postponement or cancellation pursuant to this Section 12, Licensor shall have no liability for loss or damage of any kind incurred or claimed by Licensee.

13. This License Agreement may not be amended except by agreement in writing duly signed by authorized officers of the parties hereto.
14. If any section of this Agreement or any part of any section herein shall be held unlawful, invalid, or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts thereof.
15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions.
16. The parties hereby submit to the exclusive jurisdiction of the Court of Common Pleas of Monroe County, Pennsylvania in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

Licensor: POCONO MOUNTAINS MUNICIPAL
AIRPORT AUTHORITY

By: _____

Licensee: _____

By: _____

SAMPLE