

WARWICK SITE LICENSING AGREEMENT

This is a License Agreement by and between LITITZ SPRINGS PARK, INC., A Pennsylvania nonprofit corporation, having its principal office at PO Box 110, Lititz, Pennsylvania 17543 (“Owner”) and WARWICK SCHOOL DISTRICT, a school district organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 301 West Orange Street, Lititz, Pennsylvania 17543 (“School District”) in which Owner gives School District a license to use the west and northwest portion of Lititz Springs Park.

1. **LICENSE:** Owner grants to School District, in consideration of the mutual Covenants and promises herein, including the licensing fee set out below, a license to use and occupy that portion or tract of land, together with the improvements currently erected thereon, as Ambucs Field, and being a portion of land more fully described in Declaration of Trust made and dated Octoberf 29, 1956 by the Moravian Congregation of Lititz, providing for the incorporation of Lititz Springs Park, Incorporated and dedicated for the public use for the people of Lititz and the public generally for purposes and in the manner generally as provided therein.

A. The License is for use by the School District except for those events Conducted by Owner which are identified on an annual schedule of Park Events and with WYGSA Girls Softball practice and games.

B. Each year, as soon as the dates for the said Park Events become Available, but in no event later than December 31 of each year, Owner will provide a list of Park Events and the dates of each for the following year to School District. On such dates, School District will have subordinated rights or responsibilities to Owner as provided under the License Agreement.

C. School District shall have the right to use the Park field for the purposes of Marching Band practice as scheduled, described below under “Uses Allowed”. Other school groups may also use the field but must adhere to Lititz Springs Park rental policies.

2. **TERM:** This License Agreement is for an initial term of five (5) years beginning July 1, 2025. This License Agreement shall automatically renew thereafter for a period of five (5) additional years unless notice is provided by either party one (1) year from expiration of original agreement. During the renewal term (the second five years), either party may provide written notice to the other party to cancel this License Agreement one (1) year from date of notice.

3. **PRICE:** School District shall pay to Owner the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for 2025 through the continuation of this License Agreement as it shall be extended. Payments are due on or before January 1 of each year.

4. **USES ALLOWED:**
School District shall have the right to use Ambucs Field and facilities for band rehearsals and practice. As stated above, School District shall have the right to allow other WSD affiliated groups to use the Park according to the Park's facilities and rental policies and Park Use Restrictions.

5. **MAINTENANCE RESPONSIBILITIES:** School District shall Maintain the field in present condition, normal wear and tear excepted. School District shall have the right but not the responsibility to paint, perform repairs, and with the permission of Owner replace any part of the existing structures on the Park, but shall not be obligated to do so. Any lights and poles on the Park shall be maintained by the Owner.

6. **ALTERATION OR IMPROVEMENTS:** School District shall make no alterations or improvements (other than signs as explained below) to the Park without the permission of the Owner, which permission shall not be unreasonably withheld.

7. **UTILITIES AND COSTS:** Water and electricity used on the Park shall be metered, and charges allocated to determine the next year.

8. **SIGNS:** School District shall have the right to put up signs regarding the rules for the use of the Park, prohibitions, policies and schedules subject to approval of the Park Board.

9. **REGULATIONS:** All School District policies (as they may be changed from time to time) shall apply to the Park, together with Park Use Restrictions including, but not limited to prohibitions of smoking and the use of alcoholic beverages during school usage or events.

10. **WARRANTIES OF OWNER:** Owner represents and warrants that:

- A. It is the owner of the Park or authorized representative with possession, control and exclusive management of the Park.
- B. Owner has the right to enter into this License Agreement.
- C. The persons signing this License Agreement on behalf of Owner have the authority on behalf of Owner to execute this Agreement.
- D. Owner is entitled to access the Park at all times during the term hereof to quiet possession of the Park, and that such right of access, use and quiet possession of the Park are in turn licensed to School District under the terms of this License Agreement.
- E. Owner agrees not to change any Park policies during the pendency of this License Agreement in any way that would infringe upon the terms of this License Agreement.

11. **RISK MANAGEMENT:** School District shall maintain public Liability Insurance which will cover the Park in the same way and to the same extent that such insurance covers School District's own premises. School District shall supply Owner with a Certificate of insurance showing Owner as additional insured, reasonably needed to assure Owner of compliance with this paragraph. School District shall indemnify and hold

Harmless Owner of and from any liability of any kind and nature of assumed risk thereunder, including attorneys' fees, with respect to claims which may be made pursuant to School District's use of the Park under this Agreement, except for any claims, damage or losses which result from any actions or omissions of Owner, its agents or representatives.

12. **GENERAL PROVISIONS:**

A. School District may not assign this License Agreement except to any Successor school district, except that School District may allow other groups to use the field as explained above.

B. Each of the parties promises the other to comply with all laws which apply in any way to the Park or the use thereof.

C. In the event of any dispute under this Agreement, whether relating to any allegations of default or disputes above the meaning and application of this Agreement, said dispute shall first be presented to the Lancaster Mediation Center for resolution. If no resolution occurs within sixty (60) days, then either party shall have the right to pursue any other remedies by law, except, however, any party who is made a defendant in court shall have the right but not the obligation to elect to refer the matter to the Lancaster Bar Association Alternative Dispute Resolution Program for disposition.

D. Default: If either party accuses the other of default, either party may refer the matter to mediation under the preceding paragraph. Except in an emergency situation where one party may request an immediate injunction, no resort to the courts may occur even in the event of a default, until sixty (60) days after the matter has been referred to mediation. The arbitration provisions in the preceding paragraph shall also apply.

E. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties relating to the Park and supersedes any prior agreements, oral or otherwise, between the parties. No subsequent alterations, amendment, change or addition shall be binding, unless in writing and signed by both parties herein.

F. If requested by School District, Owner agrees to execute and deliver to

School District a recordable memorandum of this License Agreement. School District agrees to pay all recording costs.

G. This agreement is legally binding upon both parties, their successors and assigns. This agreement shall not be construed against any party as the scrivener of this Agreement.

H. This agreement may be executed in multiple or duplicate copies, and each shall be considered an original.

The parties have caused this Agreement to be executed on the following date:

WARWICK SCHOOL DISTRICT

Date:_____

By:_____

Attest:_____

LITITZ SPRINGS PARK

Date:_____

By:_____

Attest:_____