

## LICENSE TO USE PROPERTY

THIS LICENSE is between Salt Lake County, a body corporate and politic of the State of Utah, hereinafter “Licensor or County” and Big Brothers Big Sisters of America, a non-profit corporation, with its Utah location at 2121 South State Street, #201, Salt Lake City, Utah 84115, hereinafter “Licensee”.

### RECITALS

- A. Licensee is a non-profit organization that works to mentoring relationships with underprivileged children.
- B. Licensee places donation bins in local businesses where members of the community may donate their gently used clothing items to benefit Licensee’s target population (“Bins”).
- C. Licensee wishes to place Bins in County owned recreation facilities.
- D. The Salt Lake County Council has determined that allowing Licensee to place the Bins at Salt Lake County owned recreation facilities at no cost to Licensee contributes to the health, prosperity, and moral well-being of County inhabitants.

### WITNESSETH

1. Subject to the final prior written approval of the County manager at each of the Properties, Licensor hereby grants to Licensee non-exclusive permission to access, during posted operational hours, the recreational properties owned by Licensor and identified in “Exhibit A,” attached hereto and made a part hereof (the “Properties”). This License is granted for the purpose of allowing Licensee and Licensee’s invitees’ access to the Properties to place, monitor, repair, and maintain Bins during posted operational hours (hereinafter “Permitted Activities”). The Parties acknowledge that the Property shall be used for no other purpose by Licensee. Licensee understands that the location of Bin placement with the Properties will be determined in by the Licensor’s facility manager at each of the Properties.

2. The date this License is signed by the last party to sign it (as indicated by the date accompanying that party’s signature) will be deemed the Effective Date of this License. This License shall terminate December 31, 2026, unless terminated sooner in accordance with applicable law or the provisions of this License.

3. As detailed in Salt Lake County Council Resolution No. \_\_\_\_\_, and as provided in Utah Code Ann. § 17-50-303(3), the Salt Lake County Council has determined that granting this License to Licensee for no fee contributes to the health, prosperity, and moral well-being of County inhabitants.

4. Licensee shall maintain the Bins in a clean, presentable manner satisfactory to the County. Licensee shall pick up donated articles from the Bins each week to ensure that Bins do not overflow, or when notified by the County that the Bin is full and overflowing.

5. Licensee shall maintain the Bins in conformance with all applicable federal, state and local laws, rules and regulations, including but not limited to all environmental and public health related laws, rules and regulations. If any hazardous waste is discovered, released, or deposited on the Property by any act of the Licensee or Licensee's invitees, the Licensee shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. Licensee shall not store, use, manufacture or bring on or about the premises any toxic material, hazardous waste, hazardous substance regulated by any city, county, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. Licensee agrees to promptly clean up and remove any such toxic material, hazardous waste, hazardous substance, agricultural waste, solid waste, pollutants or sewage so as not to create a hazard or nuisance on the premises. Licensee shall be solely responsible for and shall defend, indemnify, and hold Licensor harmless from and against all claims, actions; proceedings, costs, liabilities, attorney's fees and judgments arising out of or in conjunction with the removal, cleanup or restoration of the premises. Licensee's obligation under this provision shall survive the termination or expiration of this License.

6. Licensee shall not modify or alter the landscape of the Property.

7. Licensee shall be solely responsible for safely installing, maintaining, repairing, and removing all Bins.

8. Licensee's use of this license is restricted to regular facility hours as posted.

9. Licensor is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The parties agree that Licensor shall only be liable, if at all, within the parameters of the Governmental Immunity Act. Nothing contained in this License shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act

10. Licensee agrees to indemnify, defend, and hold harmless County, its officers, agents and employees from any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits, however allegedly caused, resulting directly or indirectly from, or arising out of Licensee's use or operations under this License.

12. Licensee represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in state statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced,

and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in state statute or Salt Lake County ordinances.

13. Licensee acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Licensee also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions to County candidates. Licensee further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this License. Licensee represents, by executing this License, that Licensee has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

14. Licensee shall have no claim against Licensor for the condition of the subject Property and takes same as is. Licensor shall have no obligation to Licensee to maintain said Property in any prescribed condition. Licensee represents that it has examined the Property and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Property, and Licensee accepts the same with the understanding Licensor does not warrant or represent that the property is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this License. Licensor shall not be liable for damage to or the destruction of the Bins under any circumstances.

15. Either party may terminate this License in advance of its expiration date upon giving the other party at least 15 days written notice of the date of such termination. Upon such termination, Licensee agrees to remove all the Bins from the Properties on the termination date. Such termination will not entitle either Party to any rights or remedies provided by law or this Agreement for breach of contract, or any other claim or cause of action.

16. Licensee agrees to quit and surrender peaceable possession of the Property to Licensor when this License is terminated. Upon termination of this License, Licensee shall leave the Properties in a clean condition, reasonably free of trash and debris. Upon termination of this License, Licensee shall repair or restore any damage Licensor reasonable believes was caused by the Bins or Licensee's use of the Property.

17. If breach of contract is alleged by either party against the other party, fifteen days' prior written notice of default shall be given to the other party before any legal action is taken.

18. This License may not be assigned without prior written consent of Licensor. Licensee shall not commit, or permit others to commit, waste on the Property or commit any other act that could disturb the quiet enjoyment of Licensor or of neighbors on reserved or adjacent property.

19. Licensee shall, at its sole cost and expense, secure and maintain during the term of this License, including all renewal or additional terms, the following minimum insurance coverage:

## 19.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this License, and (ii) be maintained for a period of at least three (3) years following the end of the term of this License or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Licensor.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Licensee shall furnish certificates of insurance, acceptable to the Licensor, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Licensee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the Licensor, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the Licensor.

E. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the Licensor in a manner approved by the Salt Lake County District Attorney.

F. In the event Licensee fails to maintain and keep in force any insurance policies as required herein, Licensor shall have the right at its sole discretion to obtain such coverage and charge payments to Licensee for the costs of said insurance, or to terminate this License.

## 19.2 REQUIRED INSURANCE POLICIES.

Licensee agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Commercial general liability insurance on an occurrence form with the Licensor as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy. The policy shall protect the Licensor, Licensee, and any subcontractor from claims for damages for personal injury, including accidental death, and from

claims for property damage that may arise from Licensee's operations under this License, whether performed by Licensee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

20. Licensee does hereby acknowledge the legal title of Licensor to the Properties and agrees not to assail, resist, or deny such title. Licensee agrees that it does not and shall not claim at any time any interest of any kind or extent whatsoever in the Property by virtue of this License or of its occupancy or use hereunder. Licensee shall exercise the privilege granted herein at Licensee's own risk.

21. The Parties hereto each acknowledge that the language in this License has been jointly negotiated and drafted and agree that this License shall be construed as a whole according to the fair meaning of such language and not in favor of or against either of the parties.

22. This License contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior representations, warranties or promises pertaining to the subject matter hereof shall be of any force or effect.

23. Each person executing this License on behalf of any party expressly represents and warrants that such executing person has full authority to execute and deliver this License and to bind the party on behalf of which the executing person has executed this License to the terms of this License.

24. If any portion of this License shall be or become illegal, invalid, or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this License.

25. This License shall inure to the benefit of, be binding upon, the parties hereto and their respective officers, employees, successors and assigns.

26. It is understood and agreed by the parties hereto that this License shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

27. This License may be amended only in writing signed by the Parties hereto.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto sign and cause this License to be executed.

LICENSOR  
SALT LAKE COUNTY

LICENSEE  
Big Brothers Big Sisters of America

Signature: \_\_\_\_\_  
Mayor or Designee

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Division Review:

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

# **Exhibit A**

- Accord Ice Center – 5353 West 3100 South, West Valley City, UT 84120
- Copperview Recreation Center—8446 South Harrison Street (300 W.), Midvale, UT 84047
- Central City Recreation Center – 615 South 300 East, Salt Lake City, UT 84111
- County Ice Center – 5201 South Murray Park Lane, Murray, UT 84107
- Dimple Dell Recreation Center— 10670 South 1000 East, Sandy, UT 84094
- Draper Recreation Center— 657 E. Vestry Road, Draper, UT 84020
- Fairmont Aquatic Center — 1044 East Sugarmont Drive, Salt Lake City, UT 841406
- Gene Fullmer Recreation Center — 8015 South 2200 West, West Jordan, UT 84088
- Holladay Lions Recreation Center— 1661 East Murray-Holladay Road (4800 South), Holladay, UT 84117
- JL Sorenson Recreation Center— 5350 West Harriman Main Street, Herriman, UT 84096
- Kearns Recreation Center— 5670 South Cougar Lane, Kearns, UT 84118
- Magna Recreation Center— 3270 South 8400 West, Magna UT 84044
- Millcreek Activity Center— 4405 South 1025 East, Millcreek, UT 84124
- Millcreek Recreation Center— 2266 East Evergreen Avenue, Millcreek, UT 84109
- Northwest Recreation Center— 1255 Clark Avenue, Salt Lake City, UT 84116
- Redwood Recreation Center— 3060 S. Lester St., West Valley City, UT 84119
- SLC Sports Complex— 645 South Guardsman Way, Salt Lake City, UT 84108
- Taylorsville Recreation Center— 4948 S. 2700 W., Taylorsville, UT 84129