

LICENSE AGREEMENT

This agreement made and entered into this 26th day of March 2007, by and between the City of Republic Missouri, a municipal corporation duly organized and existing under the laws of the State of Missouri (hereinafter "City") and the Republic Saddle Club hereinafter ("Licensee").

WITNESSETH:

WHEREAS, the city is the record owner of real property located within the corporate limits of the City; and

WHEREAS, Licensee desires to make use of part of said real property (and improvements located thereon) for the purpose of conducting certain equestrian/rodeo community events and activities; and

WHEREAS, the City is in agreement that the real property hereinafter described may be used by Licensee during the term hereof, and for the specific purposes, hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Licensee hereby declares it is a legal entity organized as a not-for-profit organization and/or is a tax exempt entity under the provisions of Section 501(c) of the Internal Revenue Code; and Licensee agrees to provide the City with documentation, or other proof of such status as the City may, in its sole discretion, deem appropriate.

2. The City hereby grants the Licensee a license to use that licensed realty (and those improvements) as described on Exhibit "A", attached hereto and incorporated herein by reference, for the term of this license as hereinafter provided.

3. During the term of this license, or any renewal or extension thereof, Licensee agrees and represents it will only use said licensed realty for the following described purposes, and shall

only conduct the following described activities thereon: Operations of an arena wherein live stock judging, equestrian showing, practice, or educational events are to take place. Any other type of event must be approved by the Parks & Recreation Director. Licensee shall not permit shows or other activities on the realty after Eleven o'clock in the evening (11:00 p.m.), without the written consent and approval of the Parks & Recreation Director. At all times, the volume of the sound system shall be maintained at a level so as to avoid disturbances.

4. Licensee shall provide the City with a policy or policies of insurance demonstrating that liability and casualty insurance has been obtained with respect to any use Licensee is to make of said realty and improvements thereon. Such a policy or policies of insurance shall name the City as an additional insured thereunder and shall be at least in the following amounts:

For personal injury to any person: \$ 300,000.

For personal injuries sustained by multiple persons for any one Occurrence: \$2,000,000.

Should the insurance carrier fail to defend the City or fail to pay any judgment against the City, then Licensee shall be responsible for defending and indemnifying the City with respect to any claim against the City arising by virtue of any activity related to this License agreement.

5. Unless otherwise agreed in writing, licensee shall be responsible for the payment of all expenses associated with water, sewer, electric, gas and other utility services incurred **by the City due to use of said realty by the licensee.**

6. Licensee shall not undertake to alter, deface or destroy any improvement, or portion thereof, presently existing on said described realty; nor shall Licensee undertake to construct any new or additional improvement on said realty; without first obtaining the written consent of the City.

7. During all times the license granted hereby, or any extension or renewal hereof, remains in effect, Licensee agrees that it will maintain said realty and improvements in good condition, and will keep all improvements thereon in good repair, to the satisfaction of the City.

8. In consideration of the license herein granted by the City to Licensee, Licensee agrees to pay the City the sum of \$1.00 for the term hereof, such sum being due and payable on the date hereof.

9. The term of the license granted hereby shall be for one (1) year: provided, however, that this agreement may be terminated by the City at any time Licensee fails to fully comply with any of the terms or provisions of this agreement, or should Licensee fail to fulfill any of the responsibilities imposed upon Licensee pursuant to the provisions of this agreement. Should Licensee fail to comply with any of the terms and provisions of this agreement, or should Licensee fail to fulfill any responsibility imposed upon Licensee hereunder, the City, in its sole discretion, may choose to terminate the license granted hereby and Licensee's interest in said licensed realty shall be forfeited. In such event the City shall give written notice of termination to Licensee, by ordinary mail or by hand delivery, at the address set forth hereinafter, and Licensee shall immediately remove all personal property of Licensee from said licensed realty. Any items of personal property remaining upon said described realty seven (7) days after mailing or delivery of notice of termination to Licensee, shall be deemed and agreed by the parties to be abandoned property, and the City may proceed to dispose of the same in any manner thought advisable by the City.

10. Any notices given by either party to the other shall be hand delivered, or sent by ordinary mail, to the respective addresses set forth hereinbelow.

City of Republic
213 North Main
Republic, MO 65738

Republic Saddle Club
c/o Josh Douglas
1391 W. Farm Road 176
Springfield, MO 65803

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day first above written.

REPUBLIC SADDLE CLUB

By: Josh Douglas / Co-President

By: Steve Hoy / Co-President

By: Celia Russell – Secretary/Treasurer

CITY OF REPUBLIC

City Administrator

Attest: City Clerk

Approved as to Form:

City Attorney