

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
MARYLAND TREATMENT CENTERS, INC.

DATE: May 18, 2023

TABLE OF CONTENTS

Paragraph

1. Licensed Premises
2. License Term
3. Early Termination
4. License Fee
5. Use Licensed Premises
6. Assignment
7. Condition of Licensed Premises
8. Alterations and Improvements
9. Liens
10. Services and Operating Expenses
11. Furniture, Fixtures and Equipment
12. Liability, Property Damage and Fire Insurance
13. Hold Harmless
14. Responsibilities of Licensee
15. Destruction of Licensed Premises
16. Default
17. Access
18. Surrender of Possession
19. Notice of Accidents, Defects or Damage
20. Compliance with Laws
21. Waiver
22. Non-Discrimination
23. Public Employment
24. Mailing Notices
25. Resident Agent
26. Prohibition of Hazardous Substances
27. Non-Appropriation
28. American Disabilities Act Requirements
29. Eminent Domain
30. Force Majeure
31. Entire Agreement
32. Modification
33. Governing Law
34. Claims
35. Holdover
36. No Tenancy Created

Exhibit A –Contract #1127721
Exhibit B – Licensed Premises

LICENSE AGREEMENT

³ THIS LICENSE AGREEMENT (the "License") made this 18 day of May 2023
~~2023~~, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and
politic (the "County") and MARYLAND TREATMENT CENTERS, INC. ("Licensee"),
(the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the improvements and
contiguous grounds located at 14705 Avery Road, Rockville, MD 20853 (the "Building"),
and

WHEREAS, the County, through its Department of Health and Human Services,
issued Requests for Proposals #1127721 for an experienced contractor to operate and provide
a Clinically Managed Medium Intensity Residential Treatment Program to serve a group of
twenty persons which may have substance abuse and psychiatric disorders at Avery Road
Halfway House, and the Licensee represented that it had the qualifications and experience
necessary to provide services as described in the Proposal #1127721.

WHEREAS, the County entered Contract Number #1127721 (the "Contract")
with Licensee to support the above referenced program, a copy of the Contract is attached
hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, the County has agreed to license space in the Building for Licensee
to provide the services defined in the Contract subject to the terms and conditions contained
herein.

NOW THEREFORE, and in consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant the Licensee the privilege, license and right to use the Building (the "Licensed Premises") all as shown on Exhibit "B" attached hereto and incorporated herein by reference.

2. LICENSE TERM: The License Term shall commence on July 1, 2022 and shall run concurrently with the Contract, as amended, and will terminate automatically upon the termination or expiration of Contract, unless this License is earlier terminated.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the License Term by either party giving thirty (30) days written notice of the termination. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move, whether or not such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in the Contract, and for the rights and obligations provided for in this License, Licensee shall pay to the County One Dollar (\$1.00) on the date this License is executed by the Parties, and on each anniversary date thereof during the License Term. The License Fee is payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P.O. Box 826766, Philadelphia, PA 19182-6766

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that it shall use the Licensed Premises to operate and provide a Clinically Managed Medium Intensity Residential Treatment Program to serve a group of twenty persons which may have substance abuse and psychiatric disorders at the Licensed Premises which services are further described in the Contract (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements, and other federal, state and local laws regulating its use of the Licensed Premises. Licensee shall be responsible for

obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract. Failure to obtain and maintain any required certifications and licenses will constitute a breach of this License. Licensee will not use or occupy the Licensed Premises for any purpose other than the Permitted Use.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: Licensee is in possession of the Licensed Premises and accepts the Licensed Premises in its "as is" condition. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end termination or earlier expiration of the License Term, it will surrender the Licensed Premises to the County in the same condition as when Licensee accepted the Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. In the event the County grants such consent, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect and shall diligently pursue such approved alterations, changes or improvements. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License. All alterations and improvements shall be undertaken by Licensee at its sole risk and expense.

B. Approval and Inspection: Approval of any alterations, changes or improvements to the Licensed Premises will be conditioned on Licensee submitting to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

C. Licensee expressly acknowledges that at the County's election, all alterations, installations, changes, replacements, additions to or improvements upon the Licensed Premises shall remain upon the Licensed Premises and be surrendered with the Licensed Premises at the expiration or earlier termination of this License without disturbance, molestation or injury. Alternatively, the County may require that all such alterations, installations, changes, replacements, additions to or improvements upon the Licensed Premises be removed by Licensee at the expiration or earlier termination of this License, in which event Licensee hereby agrees to cause them to be removed at Licensee's sole cost and expense and to repair any damage caused by such removal, and, further, should Licensee fail to remove them, then in such event the County shall cause them to be removed at Licensee's expense, and Licensee hereby agrees to reimburse the County, as appropriate, for the cost of such removal together with any and all damages which County may suffer and sustain by reason on Licensee's failure to remove them.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the County from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against the Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge said lien and relieve the Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County immediately upon demand for or on account of any expense which may be incurred in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to and contingent upon annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the services listed below. All such services shall be provided and

performed at the same level and manner as provided and performed for all similar Montgomery County serviced properties.

- i. Maintenance of the fire alarm and security systems.
- ii. Repair, replacement and preventive maintenance of mechanical (including the elevators), HVAC, electrical and plumbing systems.
- iii. Major structural repairs.
- iv. Maintenance and repair to the exterior of the building envelope components including painting, roofing, waterproofing, and gutters, including gutter cleaning.
- v. Fire extinguisher service, inspections, and replacements as necessary.
- vi. Exterior painting as needed or as required by the County. Specifications of type of paint and colors shall be provided by the County. The County, at its own cost and expense, shall use its own contractor to complete the painting.

B. By Licensee: Licensee agrees to provide within the Licensed - Premises, at Licensee's sole cost and expense the services set forth below.

- i. All custodial, janitorial and recycling services in the Licensed Premises, including the bathrooms (if any). Proper routine maintenance and repair (i.e. cleaning, waxing, sealing, shampooing) of all flooring products (i.e. luxury vinyl tile, VCT, porcelain tile, carpet, sealed concrete, etc.). General maintenance including but not limited to interior window cleaning, light bulb replacement; and maintenance required for code compliance. Trash removal, recycling and pest control
- ii. Bed bug infestation remediation and removal if applicable.
- iii. Telephone and internet service.
- iv. The Licensee shall maintain, repair and/or replace all kitchen appliances, if applicable. Such appliances include but are not limited to the following: refrigerators, freezers, hood systems, ovens, stovetops/ranges, microwaves, dishwashers, etc.

- v. Any proprietary systems (i.e. computer systems, phone systems, etc.) that require maintenance and/or replacement shall be at the sole responsibility and cost of the Licensee.
- vi. If a grease interceptor is required by governmental law to operate the kitchen, Licensee at its sole cost shall perform all applicable routine maintenance and repair of this equipment. (If applicable).
- vii. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, deterioration, or negligence on the part of Licensee, its contractors, employees, patrons or agents. All appliances shall be approved by the County prior to their installation. Licensee must apply, if available, for any warranties for new appliances acquired for the facility and shall assign its rights under such warranties to County as the expiration or earlier termination of this License.
- viii. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County.
- ix. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the interior of the structure, or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, invitees, clients, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County at Licensee's sole cost and expense, or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises or are a part of the Licensed Premises systems at the time the Licensed Premises

is delivered to Licensee, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License shall be considered abandoned and become property of the County. The County shall dispose of any such property in the manner it deems appropriate, and the Licensee agrees to reimburse the County immediately upon request for all costs and expenses incurred by the County in storing and/or disposing of said property.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

Commented [AN1]: RM review

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee*

iii. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all business personal property and interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents, business personal property and improvements to the Licensed Premises. County shall be named as a loss payee as pertains to its interest in the improvements.

Commented [WV2]: Is this recognized as a term used in the Insurance Industry – it does show up in other license agreements reviewed by KGA

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will

give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensee must, within thirty (30) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises for its operations. The County reserves the right to self-insure.

13. HOLD HARMLESS. Licensee agrees to indemnify, hold harmless and defend the County, or at the County's sole option pay for the defense of the County, from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys' fees and litigation costs, arising out of or related to Licensee's use of possession of the Licensed Premises and improvements appurtenant thereto at the Building and Licensed Premises, from any breach of this License by Licensee, or from any

claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, guests, invitees, or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless from and defend the County, or at the County's sole option pay for the defense of the County, for any claim of liability made in connection with any construction, alteration, or improvement by Licensee to the Licensed Premises, whether or not approved by the County, or the installation of any equipment by the Licensee within the Licensed Premises.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep or allow to be kept gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises, Building or property beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, Building or Property, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County. However, at the Licensee's sole cost and expense, the Licensee shall be required to place upon the Licensed Premises signage prohibiting smoking or vaping of any kind in and around the Licensed Premises.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises, and anything therein shall be construed to include use or misuse thereof by Licensee's agents, employees, guests and invitees.

E. Licensee shall not have animals in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris, waste and damage associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

H. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County, and in the event of an approved change shall provide County with keys to the facility. Licensee shall, upon the termination of this License, return to the County all keys associated with the Licensed Premises, whether furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the replacement cost thereof

I. Licensee must inform all occupants of the Licensed Premises as to all rules and regulations regarding the Licensed Premises established by the County and the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

K. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License, as set forth in Section 5 above. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to its use of the Licensed Premises.

L. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

15. DESTRUCTION OF LICENSED PREMISES: The County will have no obligations to restore the building or licensed premises and will have no liability to the licensee in the event of damage or destruction to the building or licensed premises' intention.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property.
- iii. The making of any assignment of this License or the Licensed Premises for the benefit of Licensee's creditors.
- iv. The abandonment of the Licensed Premises by Licensee.
- v. Any default or breach of the terms and conditions of this License.

- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Use set forth in Section 5 of this License; or
- vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS: County and its respective agents and employees shall have the right at all reasonable times, upon reasonable notice to the Licensee, to enter upon the Licensed Premises for the purpose of inspecting same, making necessary repairs, and showing same to potential purchases and mortgage lenders, and, during the last six (6) months of the License Term, to prospective tenants, with reasonable efforts to minimize interference or disruption to the Licensee.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that at the expiration or other termination of this License, it shall remove all goods and effects from the Licensed Premises not the property of County, and return to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and tear excepted, and the use thereof, and damage by fire or other casualty, and damage from any risk with respect to which Licensee is not herein expressly made liable, excepted. Licensee shall pay for all damages due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its agents, employees, guests or invitees.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages. Licensee shall provide notice by contacting the County's Division of Facilities Management-Customer Service number at 240-777-7777. This number can be used 24 hours/7 days per week.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal

Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date.

21. WAIVER: The waiver at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2014, as amended, that it is unlawful for any person or entity transacting business contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

Maryland Treatment Centers, Inc.
14703 Avery Road
Rockville, Maryland 20853

Maryland Treatment Center, Inc.
14705 Avery Rd.

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate

Attn: Megan Westwood
Executive Director

101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is Laura L. Johnson, Suite 700, 1001 Fleet Street, Baltimore, Md. 21202. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: Licensee will not use or permit the Licensed Premises to be used in violation of any Environmental Laws, nor will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about the Licensed Premises and Building any Hazardous Substances, nor will it permit or allow any third party to do so without the County's prior written consent. The foregoing shall not preclude Licensee from using materials commonly used in the course of performing the Permitted Use, provided that Licensee properly handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The term "hazardous substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: The Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"),

the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA"). The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests.

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in this License or its obligations under the Contract. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: Licensee agrees that any future modifications it shall make to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable building and safety codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that

this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

33. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland. The Parties hereby waive their right to a trial by jury in any legal action relating to this License.

35. HOLDOVER: Upon the expiration or earlier termination of this License, Licensee shall peaceably surrender the Licensed Premises to the County in broom clean condition and good repair. In the event the Licensee remains in possession of the Licensed Premises at the expiration or earlier termination of the License, except with the express written consent of the County, Licensee shall be liable to and shall indemnify, defend and hold harmless the County from any and all damages alleged and/or sustained against it as a result of such holdover.


36. NO TENANCY CREATED: The Parties agree that this License Agreement is not intended to nor does it create a landlord/tenant relationship between LICENSEE and the County. LICENSEE acknowledges that the License granted by the County is for LICENSEE'S convenience only and is not a grant of any real property interest or tenancy, notwithstanding the requirement to maintain liability insurance or any other provision in this License Agreement to the contrary. Licensee agrees that the occupancy permitted by

the County under this License Agreement does not convey to the LICENSEE any tenant rights or permit LICENSEE to avail itself of any landlord/tenant remedies permitted under the law.


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:


By: 

COUNTY
MONTGOMERY COUNTY,
MARYLAND

By: 
Fariba Kassiri, Deputy Chief
Administrative Officer


Date: May 18, 2023

LICENSEE:
MARYLAND TREATMENT
CENTERS, INC.

By: 

Date: 5/9/23

APPROVED AS TO FORM &
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: 
Neal Anker
Associate County Attorney

Date: 5/15/2023

RECOMMENDED

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 5/12/2023

EXHIBIT A

Contract



New Contract
1127721.pdf

Exhibit B

**Licensed
Premises**



14703 Avery Rd
Exhibit A.pdf
