

## LICENSE AGREEMENT

This License Agreement (the "License" or the "License Agreement") is made this 1st day of August, 2019 (the "Effective Date"), between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "COUNTY") and Errands Plus Inc., d/b/a RMA Worldwide Chauffeured Transportation, registered to do business in the State of Maryland (the "LICENSEE") (the LICENSEE and the COUNTY, together the "PARTIES").

WHEREAS, the COUNTY is the owner of certain land in Montgomery County, located on the opposite side of the future Chapman Avenue road improvement and more particularly described as lots 16 and 17 in the subdivision known as "Montrose Subdivision" in Plat Book 16 at Plat 1024, and that property more particularly described as lots 1, 2, 3 and 4, Cyrus Keyers subdivision called "Montrose" in Plat Book 16 at Plat 1024 recorded among the land records of Montgomery County, Maryland (the "County Property").

WHEREAS, the LICENSEE desires to enter upon and occupy a portion of the County Property as shown on Exhibit A, attached hereto and made a part hereof (the "Licensed Premises"), for a limited duration and for the purposes set forth herein.

WHEREAS, the COUNTY agrees to grant to LICENSEE a license to enter and occupy the LICENSED PREMISES, subject to the following terms and conditions:

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NOW THEREFORE, in consideration of the above recitals, which are incorporated into this License Agreement as if fully set forth, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which the PARTIES hereby acknowledge, COUNTY and LICENSEE agree as follows:

1. RIGHT OF ENTRY ONTO AND TEMPORARY OCCUPANCY OF THE LICENSED PREMISES: The COUNTY hereby grants to the LICENSEE a license to enter and occupy the LICENSED PREMISES as provided herein. The License shall commence upon the Effective Date and shall terminate at 12:00 AM on the day before the second anniversary of the Effective Date, unless sooner terminated in accordance with the terms of this License (the "License Period"). Under no circumstances will the term of this License extend beyond the License Period. In addition to all other rights of the COUNTY herein contained, the COUNTY shall have the absolute right to terminate this License upon sixty (60) days' advance written notice (the "Notice of Termination") in the event it determines in its sole discretion that the LICENSED PREMISES is needed for a public use, which may include, but shall not be limited to, the commencement of construction activities for the future Rockville Fire Station #23. In such event, this License shall terminate upon the expiration of such 60-day notice period. At the expiration or early termination of this License, LICENSEE must vacate the LICENSED PREMISES, and must deliver the LICENSED PREMISES to the COUNTY vacant and as otherwise provided in Section 8 of this License.

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2. LICENSE FEE: LICENSEE shall pay to the COUNTY a License Fee of Four Thousand Five Hundred Dollars (\$4,500.00) per month for the use of the County Property during the License Period.

3. USE OF PREMISES: LICENSEE shall have the right to use the Licensed Premises for the purpose of parking operable vehicles. No substance, material or waste which is regulated by any federal, state or local environmental laws ("Environmental Contaminants") shall be stored on or in the Licensed Premises except for such materials, and in such amounts, as are typically used in connection with Licensee's permitted use; provided, however, that same shall be stored and used by Licensee only in accordance with law.

4. CONDITION OF PREMISES: The Licensed Premises are licensed to Licensee in "as is" condition, without any warranty of fitness for use or occupation whatsoever, express or implied, Licensee expressly waiving any rights it may have under any warranty which is created by statute or otherwise. Licensee agrees that Licensor shall have no obligation to perform any work of construction or repair to render the Licensed Premises fit for use or occupation, or for Licensee's particular purposes or to make it acceptable to Licensee.

5. LICENSEE SOLELY RESPONSIBLE FOR UTILITY SERVICE, MAINTENANCE AND UPKEEP DURING THE LICENSE PERIOD: During the License Period, the LICENSEE must pay for all costs associated with the operation and maintenance of any and all utility services to the Licensed Premises. Any failure of the LICENSEE to promptly pay all required utility charges shall constitute cause for the termination of this License without further notice from the COUNTY. The LICENSEE

shall be responsible for all maintenance, upkeep, and expenses related to the Licensed Premises during the License Period. Any failure of the LICENSEE to properly maintain the Licensed Premises is cause for the immediate termination of this License without need for further notice from the County.

6. HOLD HARMLESS: The LICENSEE hereby agrees to indemnify the COUNTY and hold the COUNTY harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses which may be brought against the COUNTY as owner of the Licensed Premises during the License Period, including, but not limited to, reasonable attorneys' fees and litigation costs, arising out of or related to LICENSEE's use and occupation of the 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, error or omission of LICENSEE, its agents, contractors, guests, invites, or employees, except such negligence arising solely from the acts or omissions of the County, the County's employees, agents and contractors on the Licensed Premises.

7. LIABILITY INSURANCE: Throughout the License Period, the LICENSEE must maintain at its own cost and expense the following policies of insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the LICENSEE shall provide a copy of the insurance policies. The LICENSEE's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability  
Premises and Operations  
Independent Contractors  
Fire Legal Liability  
Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

owned automobiles  
hired automobiles  
non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

*Bodily Injury by Accident - \$100,000 each accident*  
*Bodily Injury by Disease - \$500,000 policy limits*  
*Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial Liability Insurance for liability arising out of Licensee's obligations under this Agreement.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless greater period is required by law.

Certificate Holder

Montgomery County, Maryland  
Department of General Services / Greg Ossont, Deputy Director  
101 Monroe Street, 3<sup>rd</sup> floor  
Rockville, Maryland 20850

LICENSEE must deliver to the COUNTY a certificate of insurance evidencing the coverage described above not more than Ten (10) days following the execution of this License and at such other times as reasonably required by the County. The certificate must be issued to Montgomery County, Department of General Services, Att: Deputy

Director, 101 Monroe Street, Ninth Floor, Rockville, Maryland 20850. Failure of the LICENSEE to supply the COUNTY with said certificate of insurance evidencing coverage described above shall constitute grounds for the termination of the License without further notice from the COUNTY.

8. SURRENDER OF PREMISES: At the expiration or earlier termination of this License, Licensee shall vacate peaceably the Licensed Premises, and shall remove all vehicles and any other personal property, possessions, materials or debris, leaving the Licensed Premises vacant and in as good condition as the same were in at the commencement of this License Agreement, reasonable wear and tear and damage by fire or other casualty excepted.

9. POST OCCUPANCY INSPECTION: Upon LICENSEE vacating the Licensed Premises, the PARTIES will coordinate a mutually convenient time to meet at the Licensed Premises for the COUNTY to inspect the Licensed Premises to ensure compliance with the terms of Paragraph 8, above (the "Post Occupancy Inspection"). In the event the COUNTY determines that Licensee has not complied with the requirements of Paragraph 8, above, the COUNTY will provide to LICENSEE or LICENSEE's agent a written list of claims (the "Claims List") within 10 days of the Post Occupancy Inspection. LICENSEE shall correct the items on the Claims List within fifteen (15) days' of the date of such list. If LICENSEE fails to correct the items on the Claims List within the 15 day period, the County reserves the right correct such items at LICENSEE's sole cost and expense, and in such event Licensee shall reimburse the County for such expense immediately upon the County's written demand.

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10. NO ASSIGNMENT: The permission granted in this License is personal to LICENSEE, its lessees and invitees and is not assignable or transferable.

11. APPLICABLE LAWS AND REGULATIONS: This License shall be governed by the laws of the State of Maryland and Montgomery County.

12. MAILING NOTICES: All notices required or desired to be given in this License by either Party to the other shall be given by certified mail, return receipt; or by hand-delivery from a receipted commercial delivery service. Notices to the respective Parties shall be addressed as follows:

COUNTY

Montgomery County Government  
Office of Real Estate, DGS  
Attn: Cynthia Brenneman  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
240-777-6076

LICENSEE

Robert M. Alexander  
Errands Plus Inc., d/b/a  
RMA Worldwide  
Chauffeured Transportation  
12270 Wilkins Avenue  
North Bethesda, Maryland 20852  
301-231-6555 ext. 1121  
[ralexander@rimalimo.com](mailto:ralexander@rimalimo.com)

With a copy that does not constitute notice to:

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

13. ENTIRE AGREEMENT: This License including any Exhibits, contains the entire agreement of the Parties. No oral agreements or understandings that have not been incorporated into this Agreement are binding on either party. Any addition or modification to this Agreement must be made in writing and signed by the Parties.

14. NOTICE OF ACCIDENTS, DEFECTS, OR DAMAGES: LICENSEE must give the COUNTY prompt verbal notice of accidents in or on or damages to the Licensed Premises. Within twenty-four (24) hours following LICENSEE's receipt of

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notice of the occurrence of such accident or damage, LICENSEE must follow up the verbal notice with a detailed written report to the COUNTY of such accidents or damages. LICENSEE will promptly repair the damage at their cost and expense. In addition to the County addressees listed in Paragraph 8, above, all reports under this Paragraph must be sent to: Department of Finance, Division of Risk Management, 101 Monroe Street, Rockville MD 20850. Failure of the LICENSEE to promptly notify the COUNTY as required under this Paragraph shall constitute grounds for the termination of the License without further notice from the COUNTY.

15. NO TENANCY CREATED: The Parties expressly 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 or tenant's 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.

16. ACCESS: It is further understood and agreed that the COUNTY may enter any portion of the Licensed Premises to examine, maintain, repair or protect the Licensed Premises from damage, at reasonable hours of the day and upon prior notice to LICENSEE, or a reasonable effort to give such notice, except in an emergency in which event no such notice shall be required. LICENSEE recognizes that the COUNTY acquired the County Property (of which the Licensed Premises is a part) for the planned



Relocation of Rockville Fire Station #23 (the "Project"). As such, LICENSEE agrees to allow the COUNTY, its employees, agents, contractors, or permittees onto the Licensed Premises to conduct tests and studies related to the future use of the County Property for the Project. LICENSEE agrees to cooperate with the COUNTY in coordinating access so that the COUNTY and all necessary personnel may access the County Property, including the Licensed Premises, without obstruction or delay, so long as such access does not unreasonably interfere with conduct of Licensee's business. LICENSEE may not take any action to deny the COUNTY access to the County Property, including the Licensed Premises.

17. COMPLIANCE WITH LAWS: It is understood, agreed, and covenanted by and between the Parties that LICENSEE, at LICENSEE'S expense, will promptly comply with, observe, and perform all of the requirements of all of the codes, statutes, ordinances, rules, orders, and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, and the municipality in which the License Agreement premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. Failure of the LICENSEE to promptly comply with all requirements of all codes, statutes, ordinances, rules, orders and regulations shall constitute grounds for the termination of the License without further notice from the COUNTY.

18. PROHIBITION OF HAZARDOUS SUBSTANCES: The LICENSEE agrees not to store or bring hazardous substances onto the Licensed Premises. 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 Property or Licensed Premises by the LICENSEE, its agents, contractors, employees, or guests. Failure of the LICENSEE to comply with this section shall constitute grounds for the termination of the License without further notice from the COUNTY.

19. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland, and each party waives any right to a trial by jury in any legal action relating to this License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties executed this License on the day and year first above written.

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

Julie L White  
Witness

By: Fariba Kassiri  
Fariba Kassiri  
Deputy Chief Administrative  
Officer

Date: 8/6/19

LICENSEE:  
ERRANDS PLUS INC., D/B/A  
RMA WORLDWIDE  
CHAUFFEURED  
TRANSPORTATION

John C. Alexander  
Witness

By: Robert M. Alexander  
Robert M. Alexander  
CEO

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

APPROVED AS TO FORM AND  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

RECOMMENDED BY:

By: Neal Anker  
Neal Anker  
8-1-19

By: Cynthia Brenneman 8/1/19  
Cynthia Brenneman, Director  
Office of Real Estate  
Department of General Services

EXHIBIT A



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