

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD.

DATE: 06/20/2018

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 20 day of June, 2018, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., ("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 29 Courthouse Square Rockville, MD 20910 (the "Building"); and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide approximately 1100 square feet of space in the Building for historic preservation exhibits; and

WHEREAS, the Licensee has requested, and the County has agreed to grant Licensee this License to use a portion of the Building, as defined in this License Agreement, for such purpose.

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 Room 105 located in the Building (the "Licensed Premises") as shown on **Exhibit A**, attached hereto and incorporated herein. Licensee's use of the Licensed Premises is for the exclusive purpose of providing and operating a program for local history, office / meeting space and the exhibits of local historic preservation.

2. LICENSE TERM: The License Term shall commence on August 1, 2018 and end on July 3, 2019. Licensee shall have the right to renew the License Term once for an additional one (1) year period. Licensee shall submit renewal requests to the County

in writing, as per Section 24 below, sixty (60) days in advance of the expiration of the then current License Term. The initial term and any renewal terms are hereafter referred to collectively as the "License Term."

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 Licensed Term by the County 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 such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee and for the rights and obligations provided for in this License, Licensee shall pay to the County One Dollar (\$1.00) per year. Licensee shall make all payments in advance on the first day of the License Term during each license year, payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 829464, Philadelphia, PA 19182-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that it shall use the Licensed Premises, exclusively, to provide office / meeting space and operate a program for the purposes of providing exhibits specific to local history and historic preservation. Licensee agrees to ensure compliance with all licensing and operational requirements 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 Licensee's program. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in this License.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "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 of the License Term, it will return 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. Once 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. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit 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.

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, during the term hereof, 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 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 the said lien and relieve the Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County 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 systems.
- ii. Repair, replacement and preventive maintenance of mechanical, 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.

General maintenance, if not provided by the County, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including weeding, mulching, trimming of shrubbery and trees, snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; repair and/or replacement of VCT; light bulb replacement; and maintenance required for code compliance. 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.).

- vi. Utilities, including electric, gas, fuel oil and water.
- vii. Trash removal, recycling and pest control (excluding bed bug control).
- viii. Fire extinguisher service, inspections, and replacements as necessary.
- ix. Interior painting as needed or as required by the County. Specifications of type of paint and colors shall be provided by the County. Licensee, at its sole cost and expense, shall use one of the County's designated vendors to paint the interior premises.
- x. 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. Telephone service.
- ii. Kitchen appliances if applicable. The Licensee shall maintain, repair and/or replace all kitchen appliances. Such appliances include but are not limited to the following: walk-in freezers, hood systems, ovens, microwaves, etc.
- iii. Any proprietary systems (i.e. CCTV, computer systems, security systems, etc.) that require maintenance and/or replacement shall be at the sole responsibility and cost of the Licensee.

- x. 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 become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) per occurrence 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 cover the full replacement value of Licensee's contents in the Licensed Premises and all interests of the Licensee 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 contents and/or improvements to the Licensed Premises.

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, at the time of execution of this License Agreement, deliver to the County a certificate(s) of insurance and, if requested, a 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, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

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

13. HOLD HARMLESS. Licensee agrees to indemnify and hold harmless and 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 or possession of the premises, including but not limited to play fields and play areas, 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 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 and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by or on behalf of the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

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

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises 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, 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 and waste 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 to Building, Licensed Premises, offices, and bathrooms, either 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 cost to re-key such locks.

I. Licensee must inform all occupants of the Licensed Premises as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in the Contract

K. 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.

L. 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 and the Contract. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to its operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

M. 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:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for the Permitted Use, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

B. In the event of damage to or destruction of fifty percent (50%) or more of the Building of which the Licensed Premises are a part, the County may elect not to restore the Building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

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 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 the Contract which is not cured prior to the expiration of any applicable notice and cure period;

- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Use; 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: Licensee shall allow County and County's employees or agents access to the Licensed Premises at all times for the purpose of inspection, or for the purpose of performing any work or services required to be performed by County under this License, or for any other purpose which County considers necessary or desirable.

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 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 the Licensed Premises, its fixtures, and appurtenances, by 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. License 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. The

County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of 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 with Montgomery County, Maryland, to employ a public employee for employment 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:

PEERLESS ROCKVILLE
HISTORIC PRESERVATION LTD.
29 Courthouse Square
Room 110
Rockville, MD 20850
Attn: Nancy Pickard

County:

Montgomery County, Maryland

Department of General Services

Office of Real Estate
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 Nancy Pickard and the address for receipt of notices and service of process is 29 Courthouse Square, Room 110 Rockville, MD 20850. 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, now will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about the Licensed Premised or 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 uses, handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. 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. 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: County and Licensee agree that any future modifications made 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.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By:

Julie L White

By:

Fariba Kassiri

Fariba Kassiri

Title: Assistant Chief Administrative
Officer

Date:

6/20/18

WITNESS:

LICENSEE:
PEERLESS ROCKVILLE HISTORIC
PRESERVATION LTD.

By:

SeBauer

By:

Nancy Pickard

Nancy Pickard

Title: Executive Director

Date:

6.19.2018

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By:

W. A. C.

By:

Cynthia L. Brenneman

Cynthia L. Brenneman, Director
Office of Real Estate

Date:

6/12/18

Date:

6/18/18

EXHIBIT A Licensed Premises

