

**LICENSE AGREEMENT**  
**BETWEEN**  
**MONTGOMERY COUNTY, MARYLAND**  
**AND**  
**SILVER SPRING UNITED METHODIST CHURCH**

THIS LICENSE AGREEMENT (the "Agreement") made this 22 day of May, 2024, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and SILVER SPRING UNITED METHODIST CHURCH, 8900 Georgia Ave., Silver Spring, Maryland 20910 ("LICENSEE", and together with the County, the "Parties").

**WITNESSETH:**

WHEREAS, the COUNTY is the owner of fee simple title in the improvements and contiguous grounds located at 8818 Georgia Ave., Silver Spring, Maryland 20910 (the "Property"), and

WHEREAS, the LICENSOR has agreed to license the surface parking lot and parking spaces therein contained at the Property to the LICENSEE, upon the terms and conditions contained herein.

NOW THEREFORE, and in consideration of the mutual covenants and promises 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. (a) COUNTY hereby grants to LICENSEE a non-exclusive right to occupy and use, subject to all of the terms and conditions herein, the surface parking lot located on the Property, inclusive of parking spaces, together with all street entrances and drive aisles (the "Licensed Area") as indicated and outlined in "EXHIBIT A" attached hereto and made part of hereof. LICENSEE shall have the right to access and use for the Licensed Area for parking on Sundays from 8:00 a.m. to 12:00 p.m. (to include Easter) and Christmas Eve from 3:00 p.m. to 9:30 p.m.

2. (a) This Agreement shall be for a term of One (1) Year and Three Hundred Sixty-Four (364) days, commencing retroactively as of May 1, 2024 (the "Commencement Date") and expiring on April 29, 2026, unless earlier terminated in accordance with the terms of this Agreement.

(b) Either party shall have the right to terminate this Agreement at any time upon delivery of written notice of termination not less than sixty (60) days prior to the date upon which termination shall become effective.

(c) There shall be no annual license fee for the right of the LICENSEE to use the Licensed Area.

3. (a) The COUNTY shall, at its sole cost and expense, maintain the Licensed Area in a good and safe condition, including but not limited to patching asphalt, potholes, and striping the parking area as necessary for optional use, providing signage as necessary, and keeping the Licensed Area free of snow, ice and debris.

(b) The COUNTY shall, at its sole cost and expense, keep the parking lot lights servicing the Licensed Area operational during dusk to dawn timeframes for the entire term of the Agreement.

(c) The LICENSEE, at its sole cost and expense, shall be responsible for cleaning any debris and/or refuse that has been left on the parking lot after its guests, invitees, employees, and agents have used the parking lot on the selected days of operation. If LICENSEE becomes aware of areas of the Licensed Area that are in disrepair (i.e. potholes, lights that are not working, barely visible parking lines, etc.) and need remedial measures, LICENSEE shall promptly notify the COUNTY about such conditions.

4. The LICENSEE agrees to indemnify COUNTY, pay for its defense and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence upon or at the Licensed Area or the occupancy or use by the LICENSEE and its employees, guests, licensees, invitees, contractors and agents (the "Indemnifying Parties") of the Licensed Area or any part thereof occasioned wholly or in part, to such extent, by any negligent act or omission of the Indemnifying Parties, except in the case of the negligence,

wrongful act or omissions of COUNTY, its agents, contractors or employees. The COUNTY's liability under this paragraph is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2017); Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2017), and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

5. LICENSEE shall obtain and maintain during the term of this Agreement and until all of the LICENSEE'S obligations which survive termination of this Agreement have been completed, a policy of public liability and property damage insurance as per EXHIBIT "B" attached hereto and incorporated herein.

6. LICENSEE, upon the expiration and termination of this Agreement, either by lapse of time or otherwise, shall peaceably surrender to COUNTY the Licensed Area in the same condition received at the Commencement Date, reasonable wear and tear and damage due to casualty excepted.

7. It is agreed and understood that this Agreement contains all agreements, promises, and understanding between COUNTY and LICENSEE, and any additions, variations, or modifications to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

8. This Agreement and the performances thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maryland, and venue for any dispute shall be the District Court and Circuit Court of Montgomery County, Maryland. Each Party waives any right to a trial by jury in any legal action relating to or arising out of this Agreement.

9. All notices hereunder must be in writing and shall be deemed a validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

COUNTY:

Montgomery County Government  
Department of General Services  
101 Monroe St., 9<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attention: Office of Real Estate

LICENSEE:

Silver Spring United Methodist Church  
8900 Georgia Ave.  
Silver Spring, MD 20910

10. COUNTY represents that it has not retained a Real Estate Broker to secure this Agreement with the LICENSEE.

11. LICENSEE understands that unless authorized under Section 11B-52 or Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for a person transacting business with the COUNTY to employ a public employee for employment contemporaneous with his or her public employment.

12. It is expressly understood that nothing contained in this Agreement shall be construed to create a partnership, co-venture or agency relationship between COUNTY and LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of COUNTY and LICENSEE.

13. LICENSEE shall be considered in default of this Agreement upon the occurrence of any of the following:

(a) Failure to perform any term, covenant or condition of this Agreement and the continuance thereof for thirty (30) days following receipt of notice from the COUNTY specifying the nature of the default. If the default may not be reasonably cured within a thirty (30) day period, this Agreement may not be terminated if LICENSEE commences action to cure the default within such thirty (30) day period and diligently proceeds to fully cure the default.

(b) In the event of a default under this Agreement, following the expiration of any cure period provided herein, and subject to subparagraph (a) above, the COUNTY shall have the right to terminate this Agreement, in addition to pursuing any and all available remedies at law and in equity.

14. COUNTY warrants and represents that it will be solely liable for the clean-up and removal of hazardous substances that it generates, or causes to be placed on the Licensed Area, and will be solely liable for any damages resulting to any users of the Licensed Area as a result of its introduction of any such hazardous substances.

**SIGNATURE PAGE TO FOLLOW**

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

WITNESS:

By: *Heena M. Joshi*

LICENSEE:  
SILVER SPRING UNITED  
METHODIST CHURCH

By: *Wiesha [Signature]*

Date: May 9, 2024

COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

By: *Richard Madaleno*

By: *Fariba Kassiri*

Fariba Kassiri, Deputy Chief  
Administrative Officer

Date: 5/22/24

APPROVED AS TO FORM &  
LEGALITY OFFICE OF THE  
COUNTY ATTORNEY

RECOMMENDED

By: *Neal Anker*  
Neal Anker  
Associate County Attorney

By: *Cynthia Brenneman*  
Cynthia Brenneman, Director  
Office of Real Estate

Date: 5/13/2024

Date: 05/10/24

**EXHIBIT A**  
**Parking at Silver Spring United Methodist Church**  
**8818 Georgia Ave.**  
**Silver Spring, MD 20910**



## **EXHIBIT B**

### **MANDATORY INSURANCE REQUIREMENTS:**

Prior to the execution of the license by the County, the Licensee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this License Agreement, including all extensions. 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 coverage:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- 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

#### **Additional Insured**

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

#### **Policy Cancellation**

Thirty (30) days written notice of cancellation or material change of any of the policies is required.

#### **Certificate Holder**

Montgomery County, Maryland  
Department of General Services  
101 Monroe St., 9<sup>th</sup> Floor  
Rockville, Maryland 20850