

LICENSE AGREEMENT

This License Agreement made this ____ day of _____, 2021, between **COMMUNITY RESOURCES, INC.**, an Indiana corporation, doing business in Munster, Indiana (hereinafter referred to as "Licensor") and the **TOWN OF MUNSTER, INDIANA** (hereinafter referred to as "Munster").

RECITALS

WHEREAS, Licensor is the owner of certain land, with a legal description as follows:

OUTLOT A AND OUTLOT B IN COMMUNITY RESOURCES, INC. AN
ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF,
RECORDED IN PLAT BOOK 98, PAGE 50 IN THE OFFICE OF THE
RECORDER OF LAKE COUNTY, INDIANA.

("the Property"); and

WHEREAS, Licensor has donated two (2) fountains to Munster for use in the ponds located on the Property, and Munster would like to install, operate, and maintain fountains in the ponds on said Property; and

WHEREAS, Licensor is willing to permit the use of the Property by Munster for the purpose described above, upon the terms and conditions set forth in this License Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OTHER CONSIDERATION HEREINAFTER SET FORTH, MUNSTER AND LICENSOR AGREE AS FOLLOWS:

1. **GRANT OF LICENSE**. Licensor hereby grants to Munster, its employees, contractors and volunteers a license to access and use the Property to install, operate, repair and maintain fountains in the ponds located on the Property, solely at Munster's option and expense.

2. **TERM**. This License Agreement shall become effective upon the date written above and shall continue in effect for a term of _____ years unless otherwise terminated in accordance with the provisions of the Agreement.

3. **LIABILITY.** Munster hereby assumes all responsibility for any injury to persons or damage to property to the extent caused by Munster's use of the Property pursuant to this License Agreement and agrees to hold Licensor harmless from the same.

4. **INSURANCE.** Munster shall carry adequate insurance to protect the parties hereto against any and all claims, demands, action, judgments, costs expenses and liabilities, which may arise out of or result, directly or indirectly, from Munster's use of the Premises, except such liability as shall arise in whole out of or result in whole from the negligence of Licensor. Munster shall also carry such insurance as will protect it from all claims under any workman's compensation laws in effect that may be applicable to Munster. All insurance required hereunder shall remain in force for the entire life of this License Agreement.

5. **TERMINATION.** Licensor and Munster may terminate this License Agreement with respect to all or a part of the Property upon written notice to the other party.

6. **REPAIRS.** Munster will repair any damage to the Property which results from or arises through the installation and maintenance of the fountains on the Property and/or the acts or negligence of Munster, its agents, servants, contractors and/or employees. Said repairs shall be accomplished in a manner suitable to Licensor and shall be performed by a contractor acceptable to Licensor.

7. **ELECTRICITY.** Munster will provide electricity to the fountains and shall be responsible for payment of all costs for installation and operation of the fountains.

8. **NOTICES.** All notices sent pursuant to this License Agreement shall be in writing and shall be sent to the other party by either hand delivery or overnight mail or via Certified Mail, Return Receipt Requested, addressed to:

If to Licensor:	Community Resources, Inc. 905 Ridge Road Munster IN 46321 Attention: Timothy J. Eriks, President
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If to Munster:	Town of Munster, Indiana 1005 Ridge Road Munster IN 46321 Attention: Dustin Anderson, Town Manager
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IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LICENSOR:

COMMUNITY RESOURCES, INC.

By: _____
Timothy J. Eriks, President

Date: _____

MUNSTER:

TOWN OF MUNSTER, INDIANA

By: _____
Dustin Anderson, Town Manager

Date: _____