

LICENSE AGREEMENT

This Agreement is by and between the Big Walnut Local School District Board of Education (“District”) and the Northern Columbus Athletic Association, an Ohio not-for-profit corporation (“NCAA”) to establish rules and protocols for use of certain District facilities by the NCAA coordinated with the District needs. Accordingly, the parties agree as follows:

Section 1: Term

The term of the Agreement shall be from May 24, 2021 through June 30, 2033. Prior to the initial term’s expiration, the District and NCAA agree to review the current agreement and negotiate in good faith an extension or renewal of this Agreement. The parties shall assess and make necessary changes, including but not limited to new initiatives, equipment, services, or partnerships.

Section 2: Big Walnut Local School District Consideration

In exchange for the consideration prescribed below, the District agrees to grant the NCAA exclusive right of first refusal to use the District’s competition football field located at 555 South Old 3C Road, Sunbury, Ohio 43074 (“Turf Field”) so long as such use does not conflict with District needs for interscholastic competitions, practices and other District sponsored events (“District Direct Turf Usage”). The District shall not charge NCAA any rental or usage charges, except as set forth in Section 4 below.

Section 3: Northern Columbus Athletic Association Consideration

- a. The NCAA agrees to make an initial investment in 2021 to initiate contract(s) to facilitate the design and installation of the Turf Field, including all required infrastructure and equipment for proper maintenance and upkeep in alignment with manufacturer requirements (Ref. Attachment ‘A’ - Maintenance Terms) for an estimated cost of six hundred and twenty-five thousand (\$625,000). The NCAA agrees to restore all existing facilities and structures to their pre-construction condition.
- b. The NCAA agrees to contract with AstroTurf to maintain the synthetic turf system in a safe and playable condition as deemed by the District for the life of the Agreement and any extension of this Agreement, as identified in Attachment A - Maintenance Terms. In the alternative, the NCAA may reimburse the District for NCAA’s portion of maintenance costs if the parties agree to include the Turf Field in the District’s maintenance agreement with AstroTurf for an installation located at 707 N Miller Dr., Sunbury OH.

Section 4: Use and Regular Care of Facilities

- a. The District will have jurisdiction and priority of the scheduling of the Turf Field for its District Direct Turf Usage needs. However, the District agrees to work as a partner with the NCAA to share and prioritize Turf Field time for NCAA (for available rental hours after scheduling District Direct Turf Usage

hours) (“NCAA Turf Usage”). Any hours not used for District Direct Turf Usage or NCAA Turf Usage may be scheduled at the discretion of the District.

- b. The NCAA agrees to use the District’s scheduling software and/or shared calendar to reflect usage and needs of the Turf Field.
- c. The District agrees to allow the NCAA to use supporting facilities such as the stadium press box, scoreboard controls, sound equipment, restroom, and trash containers. The District will provide training to those using the press box. Only those eighteen (18) years of age or older and trained by the District will be permitted to access the press box and operate the scoreboard controls and sound equipment.
- d. The District and the NCAA agree that inspection, cleaning, and ongoing maintenance of the Turf Field will be completed by the District before and following each event. (Ref. Attachment ‘B’, Use and Inspection Protocols). Notwithstanding the foregoing, NCAA will undertake to inspect the Turf Field both prior to and after any usage of the Turf Field. Inspections shall include identification and communication to the District of any visually identifiable issues with the Turf Field as well as the removal and placement of trash in appropriate receptacles
- e. The NCAA agrees to pay standard non-rental fees (utilities, personnel, or other applicable) defined by the District-approved facility use cost schedule when NCAA tournaments or adult recreational leagues are held. NCAA’s youth recreational soccer events (games and practices) will not incur these charges. Notwithstanding the foregoing, in June 2022 (and on an annual basis thereafter), the District and the NCAA agree in good faith to re-evaluate the waiver of standard non-rental fees based on actual NCAA Turf Usage.

Section 5: Other Terms and Conditions

- a. The NCAA agrees to allow the District or its support organizations to provide concessions and/or food trucks.
- b. The NCAA agrees to provide any temporary equipment or facility needs for NCAA events (additional bleacher units, portable restrooms, etc.), given notice and approval from the District, which shall not be unreasonably withheld. The NCAA agrees to restore all existing facilities and structures to their pre-event condition.
- c. The District and the NCAA agree that all new structures and improvements will have District approval, meet all City, County, and State building codes and that all improvements and structures will be the District’s property.

Section 6: Liability and Indemnification

The NCAA shall indemnify and hold harmless, the District, its Board, officers, employees, and agents (collectively, the "School Parties" and individually, a "School Party") from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses, including reasonable legal fees and costs of investigation (collectively "Losses") as a result of (a) personal injury or property damage caused by any act or omission during NCAA use; or (b) any damage to any District property as a result of access granted pursuant to this Agreement provided, however, the NCAA shall not be obligated to indemnify the School Parties to the extent any loss arises out of the negligence or willful misconduct of the School Parties. In any action or proceeding brought against a School Party indemnified by the NCAA hereunder, the NCAA shall have the right to select the attorneys to defend the claim, to control the defense, and to determine the settlement or compromise of any action or proceeding, provided that the applicable School Party shall have the right, but not the obligation, to participate in the defense of any such claim at its sole cost. With respect to damage to District facilities, remediation will be provided at the full cost of replacement or repair to the facility, as applicable.

Section 7: Insurance

NCAA shall carry commercial general liability insurance and shall provide the District with a Certificate of Insurance and Additional Insured Endorsement naming the District as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance offered to the District. The coverage available to the District, as Additional Insured, shall not be less than \$5 million Each Occurrence, \$7 million General Aggregate, which can be achieved with a combination of a General Liability and Umbrella policy. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, liability assumed under an insured contract, and sexual abuse and molestation. Each Certificate of Insurance shall provide that the insurer must give the District at least 30 days prior written notice of cancellation and termination of the NCAA's coverage thereunder.

Section 8: Dispute Resolution

In the event, the District and NCAA have a dispute as to any of the terms of applicability of this Agreement, they agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to either filing a lawsuit. Each entity participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by them. If a mediator has not been selected by the District and NCAA within thirty (30) days after one of them has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within sixty (60) days after notice of the dispute has been provided to the other of them, then either may commence a

lawsuit or commence such other method of pursuing such remedies as may be available to either of them.

Section 9: Cancellation

Both parties recognize that the District is authorized to provide field use only for the period it is not needed for school purposes, accordingly, either party shall have the right to cancel this license agreement upon 180 days advance written notice. Should the District cancel pursuant to this section within the first ten years of the agreement, the actual cost of NCAA's improvements which were approved in section 3 shall be prorated over the twelve-year term of this license and the District shall compensate NCAA for the number of years remaining on the term at the effective date of the cancellation, prorated to the nearest month. Notwithstanding the foregoing, the parties agree that any cancellation by the District shall take into account any currently scheduled youth recreational programming.

Section 10: Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

Section 11: Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except through mutual agreement by written instruments executed and approved in the same manner as this Agreement.

In Witness Whereof, the parties have entered into this Agreement this 8th day of April 2021.

FOR THE BOARD:

FOR THE NORTHERN COLUMBUS
ATHLETIC ASSOCIATION:

Board President

Philip Nichols, NCAA President

Superintendent

Treasurer