

## KIWANIS PARK LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“Agreement”) is made this \_\_ day of February, 2026, by and between the HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia (“Licensor” or “HRHA”), and the CITY OF HARRISONBURG, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (“Licensee” or “City”).

### WITNESSETH:

WHEREAS, Licensor is the owner of that certain real property located in the City of Harrisonburg, Virginia, identified as Tax Map No. 027-R-5 (the “HRHA Property”); and

WHEREAS, Licensee is the owner of that certain real property located in the City of Harrisonburg, Virginia, identified as Tax Map No. 027-R-6, commonly known as Kiwanis Park (the “City Property”); and

WHEREAS, a portion of Kiwanis Park is situated on the HRHA Property, as more particularly described and depicted on the plat attached hereto as Exhibit A (the “Licensed Space”); and

WHEREAS, Licensee desires, and Licensor has agreed to grant to Licensee, a license to use and occupy the Licensed Space for public park purposes, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive license to use and occupy the Licensed Space for the purposes set forth in this Agreement, subject to the terms and conditions herein (the “License”).
2. **Nature of License.** The parties acknowledge and agree that Licensee’s use of the Licensed Space shall be as a licensee only, and nothing contained herein shall be deemed to create any leasehold or other right in Licensee with respect to the Licensed Space, and Licensor retains legal possession and control of the Licensed Space.
3. **Condition of the Licensed Space.** Licensee accepts the Licensed Space in its “AS IS” and “WHERE IS” condition. Licensor makes no representations or warranties, express or implied, regarding the condition of the Licensed Space or its suitability for Licensee’s intended use.
4. **Purpose of the License.**
  - a. **Permitted Uses.** The Licensed Space shall be used by Licensee solely for the purpose of operating and maintaining a public park, including the installation and maintenance of playground equipment, benches, park amenities, and landscaping, and the performance of general groundskeeping of the area (collectively, the “Permitted Uses”).

- b. **Public Access.** Licensee shall ensure that the Licensed Space remains accessible to the general public during normal park operating hours, consistent with Licensee's policies and procedures governing public parks within the City of Harrisonburg.
5. **Term.** The initial term (the "Initial Term") of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year and shall automatically renew for successive one (1) year periods (each a "Renewal Term"). Either party may terminate this Agreement by providing 90 days' written notice to the other party.
6. **Maintenance and Repairs.** Licensee shall, at its sole cost and expense, maintain the Licensed Space in good order, condition, and repair throughout the Term, and shall be responsible for the cost of all utilities serving the Licensed Space, if any.
7. **Insurance.** Licensee shall, at its sole cost and expense, maintain insurance policies on all equipment and facilities located in the Licensed Space (the "Facilities") covering personal injury and property damage claims relating to the use of the Licensed Space, which includes Licensor as an additional insured.
8. **Damages.** Licensor shall not be liable to Licensee to for any damage to or destruction of the Facilities, except those resulting from the gross negligence or intentional actions of Licensor or its employees or agents.
9. **Indemnification.** Licensee will indemnify and hold harmless Licensor and its officers, directors, employees, and agents, from any and all claims, losses, or damages and attorney fees not caused by Licensor and its agents, including, but not limited to, claims for personal injury or property damage, arising from the use of the Licensed Space for the Permitted Uses. Licensee assumes all risks of using the Licensed Space and releases Licensor from any obligation to warn of, or to remedy, any unsafe conditions therein, even if such conditions are not open and obvious.
10. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by registered or certified mail, return receipt requested, postage prepaid, (iii) sent by a nationally recognized overnight courier service, or (iv) sent by electronic mail with confirmation of receipt, addressed as follows:

If to Licensor:

Harrisonburg Redevelopment and Housing Authority  
286 Kelley Street  
Harrisonburg, VA 22802  
Attention: Executive Director

If to Licensee:

City of Harrisonburg  
409 South Main Street  
Harrisonburg, VA 22801  
Attention: City Manager

Either party may change its address for notices by written notice to the other party.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of law.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY,  
a political subdivision of the Commonwealth of Virginia

By: \_\_\_\_\_  
Michael G. Wong, Executive Director

and

CITY OF HARRISONBURG, VIRGINIA,  
a municipal corporation of the Commonwealth of Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_