

LICENSEE: Children’s Therapy Center of the QC

LICENSING AGREEMENT

PARTIES: The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Children’s Therapy Center of the QC, hereinafter called the LICENSEE.

PREMISES: June 24, 2022 from 1:00 p.m.- 4:00 p.m.
June 25, 2022 from 8:00 a.m.- 4:00 p.m.

The following Right-of-way and City-owned property:

The Road race will start/finish in front of Stoney Creek Inn on 17th Street, runners/walkers will turn West on River Drive follow River Drive until turning right (North) onto 1st Street. They will then turn right (East) onto the bike path. They will follow the bike path to 19th Street where they will turn right (South) until reaching River Drive, where they will turn right (West) and follow River Drive until turning right (North) onto 17th Street to the finish line. Post-race party will take place in circle drive/northern end of 17th Street. Craft Beer Festival will take place in Bass Street Landing.

USE: LICENSEE shall be allowed only to: Use a Right-of-way and City-owned property for “MoTown Mile Road Race/ Craft Brew Festival.”

INTEREST LICENSEE acquires only the right to: Use a right-of-way and City-owned property in conjunction with the “MoTown Mile Road Race/Craft Brew Festival” on Friday, June 24, 2022 1:00p.m. - 4:00p.m. and Saturday, June 25, 2022 from 8:00 a.m.-4:00 p.m.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days’ notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is Friday, June 24, 2022 1:00p.m. till 4:00p.m. and Saturday, June 25, 2022 from 8:00 a.m.-4:00 p.m.

FEE: The usage charge is waived.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$1,000,000.00, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

DocuSigned by:
Joshua Sherrod
38769B236B74CF
SIGNATURE

By: Children's Therapy Center of the QC

CITY OF MOLINE, ILLINOIS:

DocuSigned by:
Shaypato
0D46AD8EEFE64B4...
By: _____
Mayor

DocuSigned by:
Janice R. Poir
1A0D2384B9BB4C4...
Attest: _____
City Clerk

Date: 3/10/2022