

LICENSEE: Alzheimer's Association

LICENSING AGREEMENT

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

The LICENSEE is, Alzheimer's Association hereinafter called the LICENSEE.

PREMISES: October 8, 2022 from 5:00a.m. - 11:30 a.m.

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

The walking route will be a loop and use portions of the Great River Trail near the TaxSlayer Center. West on Great River Trail and turn at 1st Avenue/3rd Avenue onto 46th Street to connect back to River Drive back to the TaxSlayer Center.

USE: LICENSEE shall be allowed only to: Use a Right-of-way and City-owned property for "Walk to End Alzheimer's"

INTEREST LICENSEE acquires only the right to: Use a right-of-way and City-owned property in conjunction with the "Walk to End Alzheimer's" on Saturday, October 8, 2022 5:00a.m. - 11:30a.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 Saturday, October 8, 2022 5:00a.m. till 11:30a.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:

Megan Olsen

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SIGNATURE

By: Alzheimer's Association

CITY OF MOLINE, ILLINOIS:

DocuSigned by:

By: *S. Kayapata*

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Mayor

Attest:

DocuSigned by:

Jane A. Paul

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City Clerk

Date: 3/15/2022