

**LICENSEE:** The Project of the Quad Cities

**LICENSING AGREEMENT**

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

The LICENSEE is the Project of the Quad Cities, hereinafter called the LICENSEE.

**PREMISES:** June 12, 2022 from 4:30a.m.- 2:00 p.m.

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

The 5K race will start west on River Drive to 1<sup>st</sup> Street and back onto the bike path. 1mile run is out and back on River Drive from Bass Street Landing.

**USE:** LICENSEE shall be allowed only to: Use a Right-of-way and City-owned property for "Pride Week at Bass Street."

**INTEREST** LICENSEE acquires only the right to: Use a right-of-way and City-owned property in conjunction with the "Pride Week at Bass Street" on Sunday, June 12, 2022 4:30a.m. - 2:00p.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 Sunday June 12, 2022 4:30p.m. till 2:00p.m.

**FEE:** The usage charge is 50.00 dollars.

**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:  
*Sarah Stevens*  
53DC12D03DA64BD...  
SIGNATURE

CITY OF MOLINE, ILLINOIS:

DocuSigned by:  
*J. Kayyato*  
By: 8D16AB8EFE254D1...  
Mayor

By: The Project of the Quad Cities

DocuSigned by:  
*Jessie R. K. P...*  
Attest: 1A0D2384B98B4C4...  
City Clerk

Date: 5/4/2022