

Summer Activity License Agreement

This License Agreement is between The Maryland-National Capital Park and Planning Commission ("Commission") and _____ (Licensee),

Whereas, the Licensee wishes to operate a summer activity in the Park(s) listed in Attachment A ("Park"); and

Whereas, the Licensee wishes to enter into a License Agreement with the Commission.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration the Commission and the Licensee agree as follows:

1. Recitals. The above recitals are incorporated herein.
2. Grant of License. The Commission grants to the Licensee a license to use the Field(s) located in the Park(s) to operate a summer activity as described in Attachment A, attached hereto and incorporated herein.
3. Operations. The summer activity shall conform to the summer activity described in Attachment A.
4. Term. The term of this Agreement is from _____ through _____.
5. Use of Fields. Commission shall issue permits to the Licensee for the Field(s), date(s) and time(s) listed in Attachment A.
6. Insurance. The Licensee is responsible for obtaining and maintaining general liability and contractual indemnity insurance covering the Licensee and Licensee's employees, subcontractors, volunteers, campers, and visitors as required by the Commission's Office of Risk Management. The Licensee shall provide the certificate of insurance verifying the existence of the required insurance to the Commission along with the Licensee's permit application. The Licensee shall obtain the insurance coverage from an insurer licensed to transact insurance business in the State of Maryland. The certificate shall name the Commission as an additional insured and shall provide that the Insurer shall provide prompt written notice to the Commission prior to the termination, modification or cancellation of insurance coverage.
7. Non-Discrimination. The Licensee shall not discriminate against any person because of race, creed, sex, age, color, national origin or disability. If the Licensee is determined to be in violation of Federal, State, or County

nondiscrimination laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Agreement in whole or in part, and the Commission may declare the Contractor ineligible for any future Agreements.

8. Indemnification. The Licensee shall indemnify, defend and save harmless the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, costs, claims, damages and expenses of any kind, including attorney's fees, which are made against or incurred by the Commission arising from the Licensee's negligence, improper conduct or failure to perform or performance of any of its obligations under the terms of this Agreement. The act or omission of any agent, employee, officer or representative of the Licensee is deemed the act or omission of the Licensee.
9. Tax Forms. Within 30 days after filing any tax form, including Form 990, with the Internal Revenue Service, U. S. Department of the Treasury, and filing any tax form with the Comptroller of Maryland, the Licensee shall send a fully executed and dated copy of the tax form to the Director, Department of Park and Planning.
10. Licenses and Taxes. The Licensee shall obtain and maintain all necessary permits and licenses. The Licensee shall pay all applicable taxes and fees, including but not limited to sales, use, admission and amusement, and income taxes.
11. Certificate of Good Corporate Standing. If the Licensee is a corporation, the Licensee shall: (a) maintain its corporate status in good standing with the State of Maryland for the duration of this Agreement, and (b) provide a copy of a certificate of good standing from Maryland's State Department of Assessments and Taxation at the time of execution of this Agreement.
12. Criminal Background Checks. In accordance with Sections 5-560 through 5-568, Family Law Article, Annotated Code of Maryland, the Licensee must have criminal history background checks conducted for Licensee and Licensee's employees, subcontractors and volunteers because they care for or supervise children.
13. Fees, Charges and Deposits. The Licensee shall pay to the Commission any applicable fee, charge and deposit as shown on Attachment B, attached hereto and incorporated herein.
14. Non-Compete Clause. The Commission shall not operate nor allow another Licensee to operate a competing summer activity as described in Attachment A within the Park during any week that the Licensee operates under this Agreement.

15. Disclosure. The Licensee must ensure that all written materials issued by the Licensee expressly state as follows: "The administration and operation of the summer activity at the Park is the sole responsibility of the Licensee".
16. Termination. The Commission may terminate this Agreement for cause upon 10 days prior written notice to the Licensee, provided that the Commission has first given written notice of a breach or default to the Licensee along with a reasonable time for the Licensee to cure the alleged breach or default.
17. No Joint Venture. The Licensee is an independent contractor and is not a partner, joint venturer, agent, representative or employee of the Commission.
18. Non-Assignment. The Licensee may not assign any rights nor delegate any duties under this Agreement without the prior written consent of the Commission.
19. Maryland Law. This Agreement shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Montgomery County, Maryland.
20. Laws and Regulations. The Licensee must comply with all applicable Commission, Federal, State, County and local laws and regulations applicable to the operation of the summer activity.
21. Non-Expiration Clause. The provisions of this Agreement, which impose duties and obligations on the Licensee beyond the expiration date of this Agreement, shall survive the expiration of this Agreement.
22. Audit. All books and records kept and maintained by the Licensee relating to or containing information about the summer camp shall be subject to audit by the Commission and its officers, employees, agents and representatives upon reasonable advance written notice.
23. Notice.
- A. The Licensee shall send all notices and communications for the Park Permit Office to:

Park Permit Office
M-NCPPC
9500 Brunett Avenue
Silver Spring, MD 20901

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Licensee and the Commission have executed this Agreement on the dates written below.

LICENSEE

Date: _____

By: _____
(Signature)

Typed Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile : _____

E-Mail: _____

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

Date: _____

By: _____
Trudye Morgan Johnson
Executive Director

ATTEST

Date: _____

By: _____
Patricia Colihan-Barney
Secretary-Treasurer

ATTACHMENT B

A POLICY FOR THE CONSIDERATION OF THIRD-PARTY OPERATED CAMPS ON SKILL CLINICS ON PUBLIC PARKLAND

*Adopted by the Maryland-National Capital Park and Planning Commission,
Montgomery County Planning Board*

February 1, 2004

*(Note: These fees are only applicable to camps and clinics held during the summer of
2004 and are subject to review and revision for future seasons)*

Policy

The Department of Park and Planning shall allow the operation of camps and skill clinics on public parkland by non-profit as well as for-profit organizations. The fee structure is designed to both provide these fields for Montgomery County youth, and to establish a dedicated fund that can go toward enhanced maintenance of the fields, including (longer term) irrigation of the fields, to support the increased use.

Procedures and Fees

The following procedures will manage the request and approval processes for summer camp and clinic requests:

- 1. These local parks should be considered first as most appropriate for day camps and skill clinics, since they contain reservable picnic shelters with locked restrooms and at least two athletic fields (to provide additional field capacity to allow for rotating field use):*
 - East Norbeck Local Park*
 - Darnestown Local Park*
 - Gunners Lake Local Park*
 - Ovid Hazen Welles Recreational Park*
 - Wheaton Forest Local Park*
 - Georgian Forest Local Park*
 - Calverton Galway Local Park*
- 2. Requests for local parks not designated above must be approved by the Park Manager.*
- 3. Other facilities, such as recreation buildings in local parks, picnic shelters and fields in regional parks may also be considered.*
- 4. The weekly fee for one of the designated "camp/clinic" parks (or other approved local park with more than one field) will be \$150 in addition to \$128 refundable security deposit, payable at the time the permit is issued.*

5. *The weekly fee for use of a regional or recreational park field will be \$250 in addition to a \$128 refundable security deposit, payable at the time the permit is issued.*
6. *All camp operators will be charged 10% of their gross receipts, payable prior to the start of its first session.*
7. *A surcharge of \$10.00 per camper/per session will be applied and payable by the start of the first session.*
8. *Applications must be submitted to the Park Permit Office by December 31st for consideration for the summer season and by May 31st for the fall season.*
9. *Applications must include a brochure describing the camp's target age group, programs and fees, if available from the camp's previous year of operation.*
10. *Applications must include a certificate of liability and contractual indemnity insurance naming "The Maryland-National Capital Park and Planning Commission" as additional insured.*
11. *Applications will be reviewed by the Park Permit Office for availability of and assignment of field and facility space, by the Park Manager for identification of maintenance tasks, and by the General Counsel for preparation and approval of the contract.*
12. *Camp operators will be responsible for adherence to all local, state and federal laws pertaining to camp operations, including criminal background checks on its employees.*
13. *The Commission may impose other fees for damages estimated to be beyond the initial deposit.*
14. *No refunds or adjustments will be made for inclement weather cancellations.*
15. *The Montgomery County Recreation Department will be exempt from these special fees and will be charged the regular rate for permitting recreation buildings and fields in order to operate its summer camp program.*
16. *Any funds expended by or on behalf of the operator of a camp for the maintenance and/or the renovation of park athletic facilities maybe offset against the 10% of gross receipts and the \$10/player assessment.*