

Name: SECU ATM SITE

Location: 12 East Street

License Agreement

THIS LICENSE AGREEMENT (this "License") is made and entered into, this ____ day of _____, 2021 by and between Chatham County, a body politic and corporate of the State of North Carolina whose mailing address is Post Office Box 1809, Pittsboro, North Carolina 27312 ("Licensor" or "County") and State Employees' Credit Union, whose mailing address is Post Office Box 26807, Raleigh, North Carolina, 27611("Licensee").

Recitals

Licensee installed a kiosk Automatic Teller Machine ("ATM") at the location in the Chatham County Annex campus shown on Exhibit A, attached hereto and incorporated herein by reference (the "Premises") under a prior License Agreement with the County dated July 1, 2015.

Licensor has agreed to allow the Licensee to operate the ATM at the Premises at no cost or charge to provide convenient ATM access to Chatham County employees and the public.

NOW THEREFORE, in consideration of the mutual covenants contained in this License and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Scope of License.**

This License grants Licensee the right to maintain and operate the ATM on the Premises subject to the terms hereof.

2. **Term and Termination.**

The term of this License shall be for a period of five (5) years beginning the 1st day of September, 2021, and ending on the 31st day of August, 2026, unless extended or terminated as herein provided. Provisions for the extension of the term are set forth in paragraph 12 hereof.

3. **Rent.**

In consideration of the benefit to the public from a conveniently located ATM, Licensor shall provide the Premises to Licensee at no cost or charge.

4. **Use.**

Licensee shall use and occupy the premises for the purposes of operating and maintaining the ATM, and for no other purpose or purposes, and in connection therewith, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the Premises and the use thereof.

5. **Maintenance.**

Licensee shall be responsible for the upkeep, repair, operation, and maintenance of the ATM during the term of this License or any extension hereof. At the expiration of the term of this License, or the prior termination of said License as herein provided, Licensee shall remove the ATM from the Premises and restore the same to its condition prior to the beginning of the term.

6. **Insurance.**

During the term of this License, Licensee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of three-hundred thousand dollars (\$300,000) for property damage, bodily injury, personal injury or death to any one person. Licensee shall also maintain excess liability coverage with a per occurrence limit of at least one million dollars (\$1,000,000).

7. **Nuisance or Hazards.**

Licensee shall neither use nor occupy the Premises or any part thereof for any unlawful or hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.

8. **Taxes.**

Licensee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the ATM and related equipment, if any, placed on the Premises by Licensee.

9. **Eminent Domain.**

If the whole of the Premises, or such portion thereof as will make the Premises unsuitable for the use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemner.

10. **Utilities.**

All utility services on the Premises for the ATM shall be made in the name of Licensee only, and Licensee shall be solely liable for utility charges as they become due.

11. **Control of Premises.**

Licensee shall be in exclusive control and possession of the Premises, and Licenser shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of Licensee. Licensee shall defend, indemnify and hold harmless Licenser from and against any claims, damages, or expenses, including reasonable attorney's fees, whether due to damage to the Premises, claims for injuries to persons or property, or administrative or criminal action by any governmental authority, where such claims, damages, or expenses result from the negligence or misconduct by Licensee, its agents, or employees.

12. **Extension of Term.**

Licenser hereby grants Licensee the option to extend the term of this License for one (1) three (3) year term commencing at the expiration of the primary term, subject to all terms and conditions hereof. Licensee shall provide to Licenser at least ninety (90) days prior to the expiration of the initial term written notice of its intention to extend.

13. **Peaceful Enjoyment.**

If Licensee performs and observes all the covenants and conditions to be performed and observed by it hereunder, Licensee shall at all times during the term hereof have the peaceable and quiet enjoyment of the Premises without interference from Licenser or any person lawfully claiming through Licenser.

14. **Notices.**

All notices provided for in this License shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Licenser or Licensee at the following address:

LICENSOR:

Chatham County
Attention: County Manager
Post Office Box 1809
Pittsboro, North Carolina 27312

LICENSEE:

State Employees' Credit Union
Attention: Facilities Services
Post Office Box 26807
Raleigh, North Carolina 27611

15. **Governing Law.**

This License shall be construed and enforced in accordance with the laws of the State of North Carolina. Any action on this License shall be venued in the Superior Court of Chatham County, North Carolina.

16. **Binding Effect.**

This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this License shall be declared invalid or unenforceable, the remainder of the License shall continue in full force and effect.

17. **Complete Agreement.**

This License contains the complete agreement of the parties regarding the terms and conditions of the License, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This License may be modified only by written instrument duly executed by both parties and their respective successors in interest.

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18. If any provision of this License shall be declared invalid or unenforceable, the remainder of the License shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties have caused this License to be executed as of the day and year first above written.

LICENSOR:
CHATHAM COUNTY

By: _____
Dan LaMontagne, County Manager

ATTEST:

By: _____
Lindsay K. Ray
Clerk to the Chatham County Board of Commissioners

LICENSEE:

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A



SECU ATM Kiosk

Print Date: 06/11/2015
Image Date: 12/13/2013
Level: Neighborhood