

CHATHAM COUNTY COURTHOUSE LICENSE AGREEMENT

This LICENSE AGREEMENT ("**Agreement**"), dated as of the 15th day of April, 2024, is by and between Chatham County, a North Carolina local government ("**Licensor**") and Chatham County Historical Association, Inc., a North Carolina non-profit corporation ("**Licensee**").

WHEREAS, Licensor owns the Chatham County Historic Courthouse, having an address of 9 Hillsboro Steet, Pittsboro, North Carolina (the "**Courthouse**"); and

WHEREAS, Licensee desires to use the various portions of the Courthouse at various times for various purposes.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Courthouse License.

Licensor hereby grants to Licensee a limited and revocable license (the "**License**") to use portions of the Courthouse as follows:

- A. Licensee may open the building and the museum to the public during the following times:
 - a. Wednesday, Thursday, Friday, and Saturday (except first Saturday) from 11am-4pm
 - b. First Sunday of each month from 12 noon to 5:00 pm
- B. Licensee may also access and use the gallery room on the first floor and the courtroom on the second floor.
- C. In addition to the rights granted in subsection A above, licensee may access the downstairs office and museum Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
- D. At all times covered by subsections A and B above, licensee may use the common area (*i.e.*, the first-floor rotunda and hallways) to move about the Courthouse, but may not hold events (*e.g.*, placing chairs, tables, podiums, etc.), in these areas without prior approval from the County Clerk.
- E. Access any part of the Courthouse other than as set forth above requires prior written approval from the County.
- F. Licensee may not use Licensor's audio/visual equipment located in the Courthouse.
- G. Licensee may not park, or allow anyone else to park, any vehicle on the courthouse property without prior written approval from the Licensor. Any authorized parking is limited to 30 minutes for purposes of unloading and loading only.

H. Notwithstanding the foregoing, Licensor may claim exclusive use of any or all of the licensed areas upon seven days' notice to Licensee.

2. Insurance.

Licensee must provide Licensor with a certificate of insurance evidencing liability insurance that provides bodily injury and property damage insurance coverage for all bodily injury, property damage, personal injury, and other claims, losses, or damages arising out of or in connection with, in whole or in part, the use or occupancy of the Courthouse by Licensee or any employee, volunteer, agent, representative, or invitee of the licensee. The insurance required hereunder shall have a single limit liability of not less than \$1 Million and shall name Licensor as an additional insured.

3. Indemnification.

Licensee hereby agrees to indemnify, defend, and hold harmless Licensor, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Courthouse; or (b) any acts, errors, or omissions on the part of Licensee, its officers, directors, employees, or agents. This Section 3 shall survive termination of this Agreement.

4. Access and Right of Entry.

Licensor shall have the right to enter any of the licensed portions of the Courthouse at any time, without the consent of Licensee, for any reasonable purpose, including any emergency that may threaten damage to the Courthouse, or injury to any person in or near the Courthouse.

5. Revocation of License.

Licensor shall have the right to revoke the License at any time by giving written notice of revocation to Licensee.

6. Notices.

Any notice, authorization, or other communication required or otherwise given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given:

- (a) When delivered by hand; or
- (b) On the date sent by email if sent during normal business hours and on the next business day if sent after the normal business hours of the recipient.

All notices and other communications shall be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 6:

If to Licensor:
County Clerk
Jenifer Johnson

Address:
PO Box 1809
Pittsboro, NC 27312
Email: jenifer.johnson@chathamcountync.gov

If to Licensee:
Cindy Schmidt

Address:
PO Box 93
Pittsboro, NC 27312
Email: schmidt.cindy@proton.me

7. Assignment.

This Agreement may not be assigned by Licensee without the prior written consent of Licensor.

8. Governing Law.

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of North Carolina, without regard to conflicts of laws principles.

9. Severability.

If any one or more parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

10. Entire Agreement.

This Agreement constitutes the entire agreement between Licensor and Licensee and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LICENSOR:

CHATHAM COUNTY

By: _____

Name: Dan LaMontagne

Title: County Manager

LICENSEE:

CHATHAM COUNTY HISTORICAL
ASSOCIATION, INC.

By: _____

Name: _____

Title: _____