

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**") has been executed this ____ day of _____, 201__ (the "**Effective Date**"), by and between _____ ("**Licensor**"), located at _____, and Harris County Improvement District No. 4, dba The Energy Corridor Management District, a political subdivision and body politic of the State of Texas.

RECITALS

A. Licensor is the owner of that certain real property, together with the improvements located thereon, located at _____ as more particularly described on Exhibit A, attached hereto and incorporated herein (collectively, the "**Property**").

B. Licensee desires to locate a hoop bike rack (the "**Bike Station**") shown in Exhibit B on the portion of the Property shown on Exhibit C, each attached hereto and incorporation herein (the "**Licensed Area**").

C. Licensee has requested and Licensor has agreed to grant Licensee a license to use certain portions of the Licensed Area, subject to the terms herein.

NOW THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. License.

(a) Grant of License. Licensor hereby grants Licensee and the Permitted Users (as defined in Subsection 1(b) below), subject to the terms and conditions of this Agreement, an exclusive license (the "**License**") to install, maintain, upgrade, repair, replace and use the Bike Station in the Licensed Area; together with the rights, appurtenant to the License, to enter upon such area of the Property as is reasonably necessary to exercise the License and Licensee's other rights, and to perform and observe Licensee's obligations, under this Agreement.

(b) Use of Bike Station and Licensed Area. The Licensed Area shall be used solely by Licensee for the purposes set forth in Subsection (a) of this Section 1 by Licensee, its members, managers, directors, officers, employees, agents, contractors, subcontractors, guests or invitees (each, a "**Permitted User**" and, collectively, the "**Permitted Users**"), and Licensor, though having a right to also use the Licensed Area, shall not materially interfere with or alter Licensee's use and enjoyment of the same. Additionally, Licensor shall permit members of the public to enter upon the Licensed Area at any time for use of and access to the Bike Stations.

(c) Assignment. Licensee shall not assign this Agreement or any of Licensee's rights or obligations hereunder without Licensor's prior written consent, which consent shall not be unreasonably withheld. Licensor shall have the right to assign this Agreement or any of Licensor's rights or obligations hereunder in its sole discretion, without Licensee's consent.

2. License Fee. Licensee has no obligation to pay any license fee or rent with respect to the License.

3. Term. The term of this License shall commence on the date on which Licensee commences installation of the Bike Station within the Licensed Area (the "Commencement Date"), and shall continue for five (5) years from said Commencement Date, and shall be automatically renewed for successive, additional one (1) year periods unless thirty (30) days prior written notice of non-renewal is given by either party. Licensee shall promptly notify Licensor in writing of the date the Licensee commences the installation of the bike station.

4. Insurance. Licensee agrees to carry, at its expense, from the Commencement Date, comprehensive general liability insurance with limits in an amount not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, and personal property insurance in an amount adequate to cover the full replacement cost of the Bike Station in the event of loss. At Licensor's request, each policy required to be maintained herein shall name Licensor as an additional insured thereunder.

5. Waiver of Subrogation. Licensor and Licensee each hereby waive (to the extent of insurance proceeds collected) any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Property, including but not limited to the Licensed Area, and/or any personal property of such party therein by reason of any cause which is insured against under the terms of any insurance policies referred to herein or self-insured, regardless of cause or origin, including negligence. The parties agree that no insurer shall hold any rights of subrogation against such other party, and that their respective insurance policies shall be endorsed or otherwise written to provide that no insurer shall hold any rights of subrogation against such other party. This Section 5 shall survive the expiration or earlier termination of this Agreement.

6. Site Preparation and Installation. At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in reasonable cooperation with the Licensor, the Licensed Area for the installation of the Bike Station. The actions constituting such preparation shall be subject to the prior approval of Licensor, which approval will not be unreasonably withheld. At no cost or expense to Licensor, Licensee or its contractor shall be responsible for installing the Bike Station within the Licensed Area.

7. General Maintenance and Repair. Licensee agrees, at its sole cost, to repair and maintain the Bike Station in safe working order and good condition.

8. Indemnification. Subject to Section 5 above, Licensee (in the capacity of "**Indemnitor**") hereby agrees to indemnify and hold Licensor and its members, managers, directors, officers, employees, agents, contractors, subcontractors, guests or invitees (collectively referred to in the capacity of "**Indemnitee**") harmless from and against all costs, expenses, claims, suits, causes of action, liabilities, losses, fines, penalties, charges, judgments, injuries and damages, including, without limitation, reasonable attorneys' fees and costs (collectively, "**Indemnified Costs**") relating to or resulting from bodily injuries, including death, and from injury or destruction of tangible property arising out of Indemnitor's acts, omissions, use or control of the Licensed Area, except to the extent caused by the gross negligent or intentional act or omission of the Indemnitee. The Indemnitor shall be promptly notified of any suits, proceedings, claims or demands for which the Indemnitee requests indemnification. The Indemnitor shall assume the entire defense thereof and the Indemnitee shall cooperate fully with the Indemnitor in such defense. This Section 11 shall survive the expiration or earlier termination of this Agreement.

9. Default by Licensee. If Licensee shall fail to perform any of the agreements, terms, covenants or conditions hereof on Licensee's part to be performed, and such non-performance shall continue for a period of thirty (30), unless such default pertains to the condition of the Bike Station, in which event the time period shall be seven (7) days, days after written notice thereof by Licensor to Licensee, such event shall be deemed a "**Licensee event of default**".

10. Remedies of Licensor. If any one or more Licensee events of default shall happen, then Licensor shall have the right, at Licensor's election, to immediately terminate this License by written notice to Licensee, and to pursue any other remedy provided in law or in equity for damages incurred by Licensor.

11. Surrender and Property Restoration. Within thirty (30) days of the expiration of this License or a Licensee event of default, Licensee must, at its sole expense, remove the Bike Station and repair any damage caused to the Licensed Area by Licensee or any Permitted Users, ordinary wear and tear excepted. If Licensee fails to satisfy this section, Licensor shall have the right to remove the Bike Station and repair any damage caused to the Licensed Area and be promptly reimbursed by Licensee for all expenses incurred therefrom. This section shall survive the expiration or earlier termination of this Agreement.

12. Notices. Any notices required by any provision of this License shall be made in writing and delivered by (a) United States registered or certified mail, postage prepaid, (b) reputable overnight courier, or (c) electronic transmission. Such notice shall be effective three (3) days after the mailing thereof by registered or certified mail, one (1) business day after the mailing thereof by overnight courier, and on the day of

confirmed delivery by electronic transmission. Each party shall give notice to the other party in the event of any change of address. Rejection or refusal to accept delivery or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of notices as of the date such notice was deposited in the mail or delivered to the courier or transmitted via confirmed facsimile. Notices shall be addressed to the addresses set forth on the respective signature page hereto.

13. Attorneys' Fees. In the event of any dispute between the parties concerning this License, the non-prevailing party in any proceeding will pay to the prevailing party the amount of the prevailing party's reasonable attorneys' fees and costs and the court will enter its order with respect thereto.

14. Headings. The headings and captions in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Agreement.

15. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original and together will constitute one and the same instrument.

16. Facsimile Signatures. This Agreement may be executed by facsimile signatures which shall be binding as originals on the parties hereto.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written. The parties agree to be bound by either electronic or telecopied signatures and agree that the other party may rely on their telecopied or electronic signature.

LICENSOR:

By: _____

Name: _____

Title: _____

LICENSOR'S NOTICE ADDRESSES:

If to Licensor:

with required copies to:

[Licensee's Signature Page to Follow]

LICENSEE:

THE ENERGY CORRIDOR MANAGEMENT DISTRICT

By: _____
_____, _____ Board of Directors

LICENSEE'S NOTICE ADDRESSES:

If to Licensee:

Attn: Clark Martinson, Executive Director

EXHIBIT A
THE PROPERTY

EXHIBIT B

THE BIKE STATIONS

EXHIBIT C

THE LICENSED AREA