

March 13, 2002

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- g) The Licensee is self-insured. Any contractor or subcontractors performing the Activities on behalf of the Licensee shall obtain, prior to the commencement of any Activities, insurance in the amounts and types as set forth herein in Exhibit A;
- h) All City employees, and any contractor or subcontractor performing any activities on the City's behalf, shall, at all times, wear proper identification which, at a minimum shall include, an identification card with the name, address, telephone number and photograph of the person and such other information as may be agreed upon by the Licensee and Licensor.

4. **Indemnification:** Licensee, as indemnitor, agrees to indemnify and hold harmless the Licensee, as indemnitee, from and against any claims or causes of action for personal injury or property damage arising out of or resulting from the Licensee's use, occupation, or possession of the licensed premises, except that the indemnitor shall not be responsible for the pre-existing condition of the licensed premises or for that portion of injury or damage which may be caused by or result from the negligent or willful conduct of the indemnitee or its agents or employees.

5. **Termination:** This license shall be terminable by the Licensor or Licensee on ten days written notice to the address set forth below by fax or certified mail. In the event of a default by either party, the license may be terminated immediately, without any prior notice.

6. **Waiver of Claims:** In the event of termination or revocation, the Licensee and Licensor agree that no claims or cause of action for damages of any nature whatsoever shall accrue by reason of such revocation or termination.

7. **Term:** This license shall commence as of the latest date appearing at the end of the signature page and remain effect for a period of ninety (90) days unless or until terminated or revoked as hereinabove provided.

8. **Notices:** Notices and correspondence regarding this License shall be directed by Certified Mail, Return Receipt Requested to the Licensor, at the following address:

and notices to the Licensee shall be addressed to :