RIGHT OF ENTRY AGREEMENT

between

MONTGOMERY COUNTY, MARYLAND

and

THE GERMANTOWN HISTORICAL SOCIETY

This RIGHT OF ENTRY AGREEMENT ("Agreement"), entered into and effective the date of signature by Montgomery County, Maryland is by and between Montgomery County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland (the "County") and the Germantown Historical Society ("GHS") (the County and GHS together, the "Parties").

RECITALS

The County is the owner of the parking lots at the Germantown MARC station located at the intersection of Bowman Mill Road and Route 118 and on Walter Johnson Drive Germantown, Maryland, as more particularly described in Exhibit A attached and incorporated into this Agreement as if fully set forth (the "Lots"). GHS desires to use the Lots for the 2015 GHS Flea Market (the "Market"). The County consents to this use as limited in this Agreement. The County will allow GHS to enter the Lots to use the Lots under the terms and conditions set forth in this Agreement. The County and GHS further desire that GHS and its agents shall carry out the described use without risk or loss to the County and to protect the County's interests in the Lots.

PARTIES

The Parties to this Agreement are identified for purposes of notification, delivery, and other necessary communications as:

Montgomery County, Maryland
Upcounty Regional Services Center
12900 Middlebrook Road, Suite 1000
Germantown, MD 20874
Attn: Catherine Matthews, Director

Germantown Historical Society
19313 Liberty Mill Road
Germantown, MD 20874
Attn: Mrs. Susan Soderberg

NOW, THEREFORE, in consideration of the mutual promises herein stated and for other goods and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

1. Upon execution of this Agreement, GHS and its agents are granted a right of ingress, egress, and entry into, upon and over the Lots on the first Saturday of each month from 5:00 a.m. to 3:00 p.m. beginning April 4, 2015 and ending November 7, 2015 for the purpose of conducting the GHS 2015 Market. All such use undertaken pursuant hereto shall be at the sole cost and expense of GHS. GHS is responsible for all upkeep during and trash removal after each use of the Lots for the Market (the "Use"). At the conclusion of each Use GHS must return the Lots to broom-clean condition

2. The right to conduct such use shall begin April 4, 2015 and will terminate November 7, 2015. The County reserves the right to terminate this Agreement at any time for any or no reason in the County's sole discretion. Unless required to terminate for an emergency situation within the County's discretion, the County will give GHS thirty (30) days written notice of the termination

3. The execution of this Agreement and the terms and conditions of the Agreement shall not be construed to prohibit the County from the free and unfettered use of the Lots.

4. GHS agrees to indemnify, defend and hold the County and the County's officials, agents, and employees free and harmless from any loss, injury, liability, damage, claim, lien, cost or expense, including reasonable attorney's fees and costs, arising from the exercise by GHS or its employees, consultants, agents of representatives of the right to use under this Agreement or arising out of a breach of this Agreement by GHS. Any use/work undertaken by GHS pursuant to this Agreement shall be at GHS's sole risk and expense. GHS agrees to restore the Lots to their prior condition upon completion of the use and to prevent the waste or degradation of the Lots as a result thereof. This agreement to indemnify and hold harmless shall survive any termination of this Agreement pursuant to its terms.

5. Prior to the execution of this Agreement by the County, GHS has obtained at its own cost and expense and must keep in force and effect until termination of this Agreement the insurance evidenced by the certificate attached as Exhibit B, and incorporated as if fully set forth. GHS insurance shall be primary. All GHS insurance must comply with the following requirements:

<u>Commercial General Liability</u>
A minimum limit of liability of one million dollars ($1,000,000) combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

Automobile and Heavy Equipment Liability Coverage
A minimum limit of liability of one million dollars ($1,000,000) combined single limit, for bodily injury and property damage coverage per occurrence including the following:

Owned automobiles
Hired automobiles
Non-owned automobiles

Worker's Compensation/Employer's Liability
Meeting all requirements of Maryland Law and with the following minimum limits:

Bodily Injury by Accident - $100.000 each accident
Bodily Injury by Disease - $500.000 policy limits
Bodily Injury by Disease - $100.000 each employee

All Risk Property Policy
The contractor shall provide an All Risks Property Policy including fire and extended coverage to protect the interest of the County, contractor and sub-contractors against loss caused by the perils insured in the amount of 100 percent of the cost of the insurable value. The policy shall contain a maximum deductible of $1,000 per occurrence.

Additional Insured
Montgomery County Government must be named as an additional insured on all general liability policies.

Policy Cancellation
Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder
Montgomery County Government
Attention: Office of Real Estate
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, MD 20850

6. The Use permitted on the Lots shall be limited to vendor and shopper parking on the lower lot located on Walter Johnson Drive and vendor booths and other necessary ancillary uses connected with the operation of the Use.

7. Prior to and throughout operating the Market, GHS must place appropriate and sufficient material upon the Lots to protect them from damage.

8. GHS must clear the Lots of all litter, debris, and materials at the end of each use as the Market. The area shall be left in a broom-clean condition and repaired as needed based upon a determination by the County. During the period of occupancy, the Lots must be maintained in a good, clean, and safe condition.

9. Any directional or other signs erected in connection with the Use must comply with all County laws and regulations, and must be removed at the end of each day of use.

10. This Agreement may not be amended, altered, or modified except in writing executed by the Parties.

11. The person executing this Agreement on behalf of GHS is authorized to do so, and upon his or her execution of this Agreement, the Agreement shall be fully binding on the Parties.

12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, without regard to its conflict of law principles.

13. Nothing in this Agreement, including the fact of this agreement itself, shall be construed to create between the Parties any relationship of partnership, joint venture, association, or any other form of entity and the Parties disclaim the existence of any such relationship.

14. No Party shall be deemed to have waived the exercise or the right to exercise any right to which such Party may be entitled to hereunder unless such waiver is made expressly in writing, and no such waiver or delay or failure to exercise any such right shall constitute or be deemed to be a waiver as to any other right hereunder or any other instance to which such a right may be applicable.

15. Any claim or action brought as a result of this Agreement must be filed or maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written

Attest:

GERMANTOWN HISTORICAL SOCIETY

By:

Name: _____

Title: President

Date: 2/24/2015

Attest:

Julie L White

MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson
Ramona Bell-Pearson, Assistant Chief Administrative Officer

Date: 3/11/15

APPROVED AS TO FORM AND LEGALITY, OFFICE OF COUNTY ATTORNEY

By: _____

Date: 2/6/15

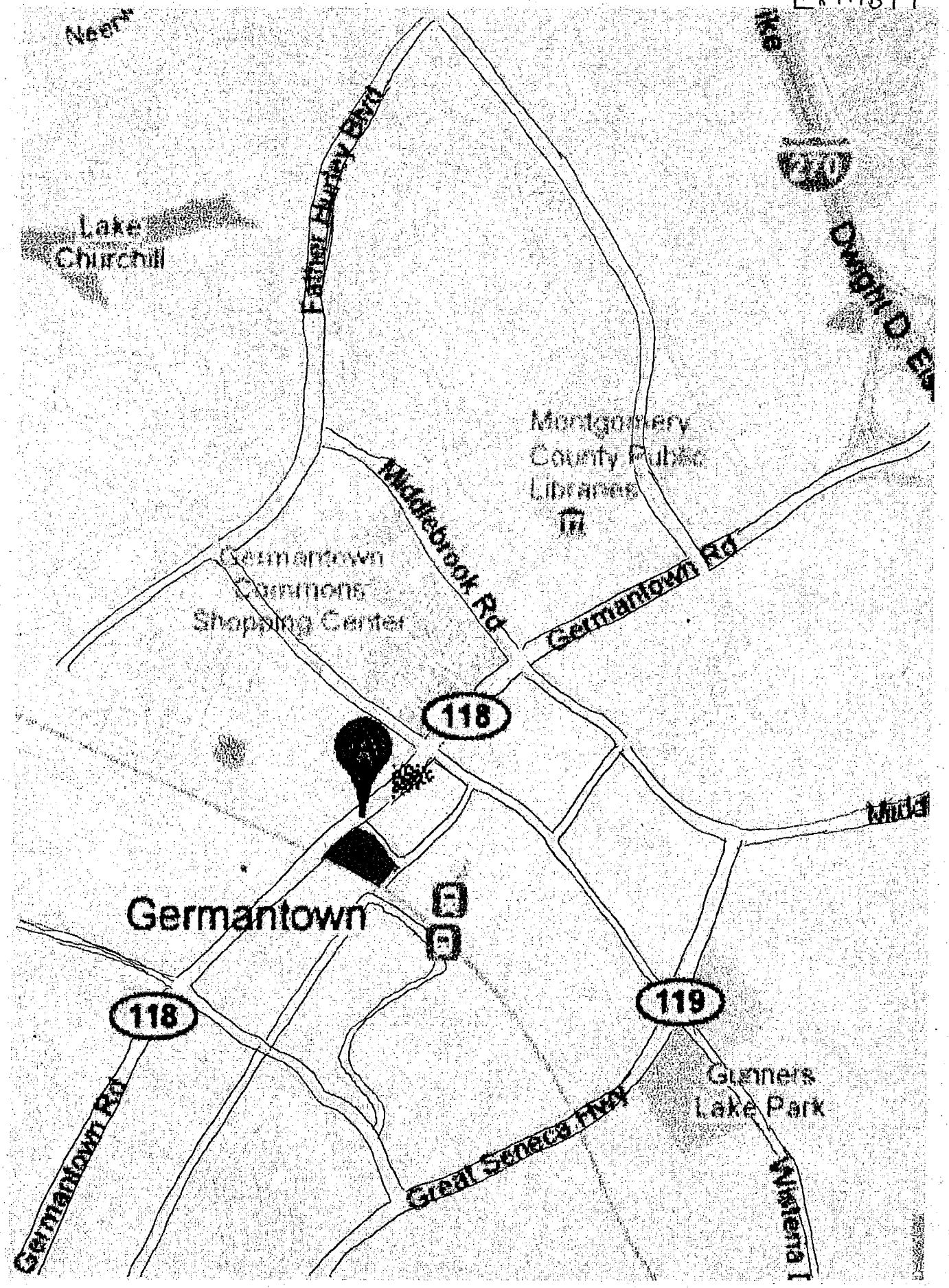
RECOMMENDED OFFICE OF REAL ESTATE

By: Cynthia Br

Name: Cynthia Brenneman
Title: Director of Real Estate

Date: 2/4/15

EXHIBIT A


Neer
Father Hurley Blvd
Lake Churchill
Montgomery County Public Libraries
Germantown Commons Shopping Center
Middlebrook Rd
Germantown Rd
118
Germantown
118
119
Great Seneca Hwy
Gunners Lake Park
Germantown Rd
Wisteria