

LICENSE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
FRIENDS OF THE LIBRARY MONTGOMERY COUNTY MARYLAND, INC.

DATE: 2/2/2023

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") made this 2nd day of February, 2023, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and FRIENDS OF THE LIBRARY, MONTGOMERY COUNTY, MARYLAND, INC., a Maryland non-profit corporation (the "Licensee"), (the County and the Licensee together the "Parties").

### WITNESSETH:

WHEREAS, the County and the Licensee are entering into this License to memorialize the use of County public library facilities ('County Libraries') located in and around the County for the purpose of the Licensee 1) maintaining a designated office space located at the Rockville Memorial Library, 21 Maryland Avenue, Suite 310, Rockville, Maryland 20852 ("Rockville Office"); 2) operating a dedicated retail space for a bookstore located at the Wheaton Library and Recreation Center, 11701 Georgia Avenue, Silver Spring, Maryland 20902 ("Wheaton Book Store") that sells books, CD's, tapes, videos, donated materials by the public and other surplus library goods and materials no longer needed by the County Libraries ("Surplus Goods"); and 3) operating non-designated space for retail and storage in County Libraries for the sale of Surplus Goods as specifically further set forth in this License.

WHEREAS, the County has fee simple interest in the improvements and contiguous grounds of County Libraries.

WHEREAS, the Licensee is a non-profit organization whose purpose is to strengthen, enhance and promote County Library services and to raise funds to promote County Library services through the sale of Surplus Goods; and

WHEREAS, the Licensee, and the County have entered into an Agreement dated December 10, 1998 (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit "A", whereby the Licensee operates a used book sale at

the Wheaton Book Store for the sale of Surplus Goods no longer required by the County's Libraries.

WHEREAS, in addition to the services provided in the Agreement, the County is providing to Licensee designated office space at the "Rockville Office"; and

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant Licensee the privilege, license and right to use the dedicated Rockville Office as cross-hatched on **Exhibit B-1**, the dedicated Wheaton Book Store as cross-hatched on **Exhibit B-2**, and non-designated space within all County Libraries locations ("Licensee's Library Locations"). Collectively, the Rockville Office, Wheaton Book Store and Licensee's Library Locations") make up the "**Licensed Premises**".

2. LICENSE TERM: The License Term shall commence upon the date written above and shall run concurrently with the Agreement unless sooner terminated in accordance with the terms of this License and will expire automatically upon the termination of the Agreement.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the License Term by either party giving thirty (30) days written notice of the termination. In the event of a termination under this paragraph the Licensee shall have sixty (60) days from the end of the thirty (30) day notice period to vacate the Licensed Premises. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move, regardless of whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in the attached Agreement, and for the rights and obligations provided for in this

License, Licensee shall pay to the County ten percent (10%) of the annual gross proceeds from its sale of Surplus Goods at the Wheaton Book Store, as set forth in more detail in the Agreement, ("License Fee"). The License Fee is to be paid as set forth in the Agreement.

5. USE OF LICENSED PREMISES: The Licensee agrees to use the Licensed Premises for (1) maintaining a designated office space at the Rockville Office (2) operating a dedicated retail space for a bookstore located at the Wheaton Book Store that sells Surplus Goods, and (3) operating non-designated space for retail and storage in County Libraries for the sale of Surplus Goods, and (4) with the prior written approval of library management, other fund raising activities and community out-reach as more specifically set forth in the Agreement ("Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the Use of the Licensed Premises. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in this License and the Agreement. Failure to obtain and maintain any certifications and licenses required under State, Federal, or local law to operate the program as defined in this License and the Agreement will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the Use as specified in this License and the Agreement.

6 PARKING: The Licensee is entitled to full use of the County parking facilities available at the Rockville Office and the Wheaton Book Store, at no cost, that are part of the County Library system of which the Licensed Premises is a part of, as of the date of execution of this License, unless such parking facilities are not owned by the County, then Licensee shall be responsible for such costs. The County agrees to enforce parking ordinances in accordance with the Montgomery County Code, (2014) as amended.

7 ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

8. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in its "as is" condition. Licensee agrees to maintain the Licensed

Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, Licensee shall return the Licensed Premises to the County in the same or better condition as existed when Licensee accepted the Licensed Premises, with reasonable wear and use excepted.

9. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes, or improvements to the Licensed Premises without the prior written consent of the County, which consent shall be at the County's sole but reasonable discretion. Once the County's consent has been obtained, Licensee shall be responsible for the acquisition of all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any approved plans, applicable ordinances or regulations shall be deemed a breach of this License. Any alterations or improvements shall be undertaken by Licensee at its sole cost, expense, and risk.

B. To secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the Licensed Premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. If the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's sole cost, expense, and risk.

10. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee or its agents or contractors, and hereby expressly agrees to save and hold harmless the County from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the

said Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County immediately upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

11. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the services listed below. All such services shall be provided and performed at the same level and manner as provided and performed for all similar Montgomery County serviced properties.

- i. All repair and maintenance in the Licensed Premises over Two Hundred Fifty Dollars (\$250.00).
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems.
- iii. Major structural repairs.
- iv. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing, and gutters, including gutter cleaning.
- v. General maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees, flower bed maintenance, snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance.
- vi. Utilities, including electric, gas, fuel oil and water.
- vii. Trash removal, recycling, and pest control.
- viii. Fire extinguisher service and replacements as necessary.

- ix. Interior painting as needed or as required by the County.
- x. All custodial, janitorial, and recycling services in the Rockville Office and the Wheaton Book Store , including the bathrooms

B. By Licensee: Licensee agrees to provide within the Rockville Office and the Wheaton Book Store , at Licensee's sole cost and expense the services set forth below.

- i. All repair and maintenance in the Licensed Premises under Two Hundred Fifty Dollars (\$250.00).
- iii. Telephone service.
- iv. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, or negligence on the part of Licensee, its employees, patrons, or agents. All appliances shall be approved by the County prior to their installation.
- v. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County.
- vi. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to Licensed Premises or County Library facility of which it is part and the contents therein due to the willful or negligent acts of Licensee, Licensee's employees, and agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost, risk and expense or the County may make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

12. FURNITURE, FIXTURES AND EQUIPMENT: The County has agreed to leave in place furniture and fixtures found at the License Premises as of the date of this License for the duration of the License Term, for the benefit and use of the Licensee. At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, and all furniture and fixtures in the Licensed Premises as of the date of this License shall remain with the Licensed Premises. Any of Licensee's personal property remaining within the Licensed Premises after termination of the License shall be deemed abandoned and become property of the County, which the County may dispose of in the manner it deems appropriate and at the costs and expense of Licensee.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, covering Licensee's operations and obligations, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

iii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee.*



iv. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents or business personal property owned by the Licensee in the Licensed Premises and all interests of the Licensee, the County, and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises. County shall be named as a loss payee for damage occurring to improvements.

B. Additional Insured: The Licensee's liability policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination, or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination, or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensee must, within thirty (30) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and if requested, a copy of policies evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9<sup>th</sup> Floor, Rockville, Maryland 20850. Licensee has the obligation to provide that the County always has a valid Certificate of Insurance and if requested complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence.

E. County's Insurance: The County will maintain its normal fire and liability insurance for its operations in and on the Licensed Premises. The County reserves the right to self-insure.

14. HOLD HARMLESS: Licensee agrees to indemnify, hold harmless and defend the County, or at County's sole option pay for the defense of the County, from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Licensee's use or possession of the Licensed Premises, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, or employees, except where such claims, actions, damages and expenses are occasioned by the negligent acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and defend the County, or at County's sole option pay for the defense of the County, from any claim of liability made in connection with any construction or installation of any equipment, improvement, or alteration to the Licensed Premises, whether or not approved by the County .

15. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful, or improper purpose or for any act or thing

that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning (collectively "Signage") except in the case (i) such Signage shall have been first approved in writing by County or (ii) such Signage is not permanently affixed to walls or fixtures, in which case no approval shall be deemed necessary. The signs and lettering located in the Licensed Premises as of the date of this License have been approved by the County.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises, and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees.

E. Licensee shall not have or allow pets in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County Library system and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

H. Licensee must, before closing and leaving the Rockville Office and the Wheaton Book Store, close all windows and doors and secure said locations. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County. In the event of an approved change, Licensee shall provide County with keys to the facility. Licensee shall, upon the termination of its tenancy, return to the County all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the cost thereof, which may include the cost to replace locks.

I. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Rockville Office and the Wheaton Book Store, and must keep posted, in a conspicuous place within the Rockville Office and the Wheaton Book Store, the Licensee's responsibilities and obligations as specified in Section 15 of this License Agreement.

K. The Licensee must not strip, overload, damage, or deface the Licensed Premises, or any part of the building of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

L. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the Agreement. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to their operation of business on and in the Licensed Premises and the building of which the Licensed Premises are a part.

M. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

16. DESTRUCTION OF LICENSED PREMISES: The County will have no obligations to restore the Licensed Premises or County Library facility of which it is part, and will have no liability to the Licensee, in the event of damage or destruction to same.

17. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

i. Failure to perform under any term, covenant, or condition of this License, except as provided in item (v) below;

ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;

iii. The making of any assignment for the benefit of Licensee's creditors;

iv. The abandonment of the Rockville Office or Wheaton Book Store by Licensee;

v. Any default or breach of the terms and conditions of this License which is not cured prior to the expiration of thirty (30) days after written notice from the County, or such further time as may be granted by the County in its sole but reasonable discretion, so long as Licensee is diligently pursuing a cure;

vi. Use of the Licensed Premises that is outside the scope of Use set forth in Section 5 above, without the prior consent of the County; and

vii. The knowing use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors for any unlawful purpose.

18. ACCESS: The County, together with its employees and agents, shall have access to the Licensed Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work that County considers necessary or desirable, or for any other purpose in furtherance of the reasonable protection of the Licensed Premises, as determined by the County in its sole discretion.

19. SURRENDER OF POSSESSION: Licensee covenants and agrees that at the expiration or other termination of this License, it shall remove all of its personal property and trade fixtures from the Licensed Premises, and to yield up to County the Licensed Premises, including all keys, locks and other fixtures connected therewith, in good repair, order and condition in all respects, reasonable wear and use thereof, and damage by fire or other casualty or risk with respect to which Licensee is not herein expressly made liable excepted. Licensee shall be responsible for repairing any damage to the Licensed Premises or County Library facility of which it is part, resulting from its surrender of possession, in addition to all damages to the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by Licensee, its employees, agents or contractors.

20. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages.

21. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated in its use of the Licensed Premises, whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). The County shall be required to ensure that the County Library facility of which the Licensed Premises are part and the land upon which it is located is in compliance with all Applicable Laws with regard to its operation of a County Library facility.

22. WAIVER: The waiver at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

23. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

24. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (2014), as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

25. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

Friends of the Library,  
Montgomery County, MD, Inc.  
21 Maryland Avenue, Suite 310  
Rockville, Maryland, 20850  
Attn: Ari Brooks

County:

Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9th Floor  
Rockville, Maryland 20850  
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland  
Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

26. RESIDENT AGENT: The Resident Agent for the Licensee is Dennis Horn, 21 Maryland Avenue, Suite 310, Rockville, Maryland 20850. Licensee must immediately notify County of any change in resident agent or address as provided herein.

27. PROHIBITION OF HAZARDOUS SUBSTANCES: Licensee will not use or permit the Licensed Premises to be used in violation of any Environmental Laws, nor will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about the Licensed Premised and building any Hazardous Substances, nor will it permit or allow any third party to do so without the County's prior written consent. The foregoing shall not preclude Licensee from using materials commonly used in the course of performing the Permitted Use, provided that Licensee properly handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The term "hazardous substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state, and local laws, regulations, ordinances, and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: The Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA"). The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests.



28. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason, does not appropriate funds to pay for the services specified in this License or the Agreement. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

29. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

30. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

31. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

32. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

33. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

34. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed, and regulated by the laws of Montgomery County and the State of Maryland.

35. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland. Each of the Parties knowingly and voluntarily waive their right to a trial by jury.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: 


COUNTY:  
MONTGOMERY COUNTY,  
MARYLAND

By: 

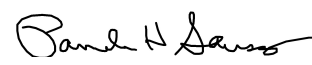
Fariba Kassiri  
Title: Deputy Chief Administrative  
Officer

Date: 2/2/23

WITNESS:

By: 

LICENSEE:  
FRIENDS OF THE LIBRARY  
MONTGOMERY COUNTY, MD., Inc.


By: 

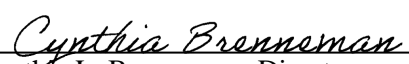
Title: President  
01/25/2023 17:19 EST

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By:   
Neal Anker  
Associate County Attorney

By:   
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 1/30/2023

Date: 1/30/2023

## EXHIBIT A AGREEMENT



fol mcpl  
agreement.pdf

EXHIBIT B-1  
ROCKVILLE OFFICE



RVM - Third Floor  
Plan.pdf

EXHIBIT B-2  
WHEATON BOOK STORE



IF-101\_-\_FIRST\_FLOOR  
\_FURNITURE\_PLAN\_-\_J

