

LICENSE AGREEMENTMOCO KIDSCO, INC.t/a KID MUSEUM, INC.

DATE: July 11, 2023

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") made this 11 day of July 2023, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and MOCO KIDSCO, INC, a non-profit Maryland corporation t/a KID Museum, Inc. (the "Licensee"), (the County and the Licensee are together referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the building known as the Davis Library located at 6400 Democracy Boulevard, Bethesda, Maryland, 20814 (the "Building"), and

WHEREAS, the Licensee's desire is to provide highly interactive programs for families and children designed to spark their interest in 1) Science, Technology, Engineering, Arts and Math ("STEAM"), 2) international culture and 3) social responsibility disciplines that will inspire innovative thinking and encourage exploration and appreciation of the diverse cultures represented in Montgomery County and around the world (the "KID Museum Program"), and

WHEREAS, the County has determined that the Licensee's program furthers the County's library programs and will serve the public interest, and

WHEREAS, the County entered a Contract for Service with the Licensee to provide for the above referenced program, and

WHEREAS, the Licensee has agreed to provide the services set forth in the Contract for Service and the County has agreed to enter into a license with Licensee to

access and utilize a portion of the lower level of the Building as more particularly defined in this License for this purpose, 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 a portion of the lower level of the Building, including the kitchen, staff bathroom facilities and the room closest to the entry doors as shown located on **Exhibit A** (the “Licensed Premises”), which is attached to this License for the exclusive purpose of the Licensee providing services, which include utilization of the space for the KID Museum Program, KID Museum administrative offices, and, at the option of KID Museum, a KID Museum retail area (as more fully described in the Contract for Service as attached to this License as **Exhibit B** (the “Contract”).

2. **LICENSE TERM:** The License Term shall commence on the date the Contract has been executed by the Director, Department of Public Libraries and continues for a period of five (5) years. This License will run conterminous with the Contract and any extensions of the Contract, unless sooner terminated pursuant to Paragraph 3, below. This License Term may be extended for one year provided that the Director of the Department of Public Libraries determines the renewal of the Contract and the License for one year is in the best interest of the County and if the KID Museum agrees to such extension of the License.

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 any of the Parties by giving sixty (60) days written notice of the termination to the other Party. This License shall automatically terminate on the natural expiration or earlier termination of the Contract. 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 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 Contract, and for the rights and obligations provided for in this License, Licensee shall pay to the County One Dollar (\$1.00) on the date this License is executed by the Parties, payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 829464, Philadelphia, PA 19182-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used to provide the Contract services, including utilization of the Licensed Premised for the KID Museum Program, KID Museum's administrative offices, at the option of KID Museum, a KID Museum retail area and the right to use the Building to access the Licensed Premises, all more fully described further in the Contract (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Licensed Premises therein described. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the KID Museum Program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the KID Museum Program as defined in the Contract 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 the Contract. Licensee hours are not required to be concurrent with those of the Building. Licensee, its employees, contractors, and agents shall have the right of access to the Licensed Premises 24 hours a day, 7 days a week. Licensee shall have the right, with advance notice given to the County and at reasonable times agreed to by the County, to host KID Museum fundraising and development events at the Licensed Premises, provided parking for library patrons is not compromised by such events.

6. **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.

7. **CONDITION OF LICENSED PREMISES:** Licensee accepts the Licensed Premises in "as is" condition. Subject to Sections 8 and 10 below, 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, the Licensed Premises shall be returned to the County in as good condition as received, reasonable wear and tear and damage due to casualty excepted.

8. **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. In the event the County grants such consent, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect and shall diligently pursue such approved alterations, changes or improvements. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. Approval and Inspection: Approval of any alterations, changes or improvements to the Licensed Premises will be conditioned on Licensee submitting to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within thirty (30) 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. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

C. Licensee expressly acknowledges that at the County's election, all alterations, installations, changes, replacements, additions to or improvements upon the Licensed Premises shall remain upon the Licensed Premises and be surrendered with the Licensed Premises at the expiration or earlier termination of this License without disturbance, molestation or injury. Alternatively, the County may require that all such alterations, installations, changes, replacements, additions to or improvements upon the Licensed Premises be removed by Licensee at the expiration or earlier termination of this License, in which event Licensee hereby agrees to cause them to be removed at Licensee's sole cost and expense and to repair any damage caused by such removal, and, further, should Licensee fail to remove them, then in such event the County shall cause them to be removed at Licensee's expense, and Licensee hereby agrees to reimburse the County, as appropriate, for the cost of such removal together with any and all damages which County may suffer and sustain by reason on Licensee's failure to remove them.

9. 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, during the term hereof, 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, 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.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to and contingent upon 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 public libraries serviced properties.

- i. General maintenance, including but not limited to: changing filters in HVAC equipment; exterior window cleaning; lawn maintenance, including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees; snow and ice removal from sidewalks adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning and light bulb replacement
- ii. Repair or replacement of HVAC, mechanical, plumbing, fire and life safety and electrical systems;
- iii. Maintain and repair the common areas of the Building, the exterior walls of the Building, exterior windows of the Building, any structural components of the Building, the roofing, and gutters.
- iv. Custodial services for the public restrooms on the lower level, the meeting rooms, central hallway on the lower level, and the book sale storage room, at the same frequency as it provides such services to the Building.
- v. Utilities, including electric, gas, fuel oil and water.
- vi. Pest control.
- vii. Fire Extinguisher service and replacement, as necessary.
- viii. Access to and use of the Building's trash dumpster, and Recycling containers.

ix. General building security, including access control. This does not extend to Licensee personal security services or upgraded security to protect the contents of the Licensed Premises.

B. By Licensee: Licensee, at Licensee's sole cost and expense, shall provide:

- i. its own telephone and Internet Service.
- ii. activity clean up and set up.
- iii. custodial services in the Licensed Premises.
- iv. management and replacement of any lighting equipment added to the space beyond the lighting provided and maintained by the County in Section 10A., above.

v. Upon notice from the County , the Licensee will be responsible for payment of any increase in cost for emptying of the Building's trash dumpster or recycling bins, if the activities of the KID Museum cause the County to have to increase the frequency of trash and recycling collection beyond that currently in place for the Building.

vi. Upgraded or additional security equipment or resources necessary to protect the contents of the Licensed Premises.

Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, invitees, patrons, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the reasonable satisfaction of the County, at Licensee's sole cost and expense or, if not done in a timely manner by Licensee, the County shall 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.

11. **FURNITURE, FIXTURES AND EQUIPMENT:** 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, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License and after Licensee has had thirty (30) days to remove such personal property, shall be deemed abandoned and become property of the County. The County shall dispose of any such property in the manner it deems appropriate and may assess any related storage and disposal costs and expenses against Licensee which Licensee shall pay to the County immediately upon demand.

12. **LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:**

A. **Insurance Requirements:**

i. The Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, 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) annual aggregate for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. 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*

iii. 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 of the Licensed Premises and all interests of Licensee, the County and the Property of Others against any loss relating to the Licensed Premises. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for the Licensee's owned contents or business personal property, nor for improvements to the Licensed Premises. County shall be named as a loss payee.

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and the Property policy must list the County as loss payee 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, as provided by Licensee's policy provisions. 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, upon execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverage 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, 9th Floor, Rockville, Maryland 20850. The Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and 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

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, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises.

13. HOLD HARMLESS. The Licensee agrees to indemnify, hold harmless and defend the County or at the 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 the Licensee's use and possession of the Licensed Premises, from any breach of this License by the Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of the Licensee, its agents, contractors, guests, invitees or employees, except such negligence as may be occasioned by the acts or omissions of the County and/or the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless from and defend the County , or at the County's sole option pay for the defense of the County against any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

Any obligation or liability of the County arising in any way from this License Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (the "LGTCA"); Md. Code Ann., Cts. & Jud. Proc. §5-303; and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (2016), (together the "County Indemnification Statutes"), all as

amended from time to time. Any indemnification given by the County in this License Agreement is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

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

A. Licensee shall not keep gasoline or other flammable material or any explosive or use any hazardous processes 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, Building or Property 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. Licensee shall not proceed with any work in the Licensed Premises that use any unusual or hazardous materials in the performance of the same without prior consent of the County.

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.

C. Licensee shall not place upon the Licensed Premises any placard, sign, or lettering, without written approval from the County. So long as the County's prior

written consent is obtained, and at Licensee's sole expense, Licensee may place its corporate identification signs on or near the front entrance to the Licensed Premises, and directional signs at entry points to the Building.

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, guests and invitees.

E. Licensee shall not have animals 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, 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 demised 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 any trade fixtures in the Licensed Premises.

H. Licensee must require and assure that all entrance doors in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors by Licensee nor shall any changes be made in existing locks or the mechanisms

thereof unless consented to by the County. Licensee shall, upon the termination of its tenancy, restore to the County all keys, key cards, identifications cards of the Building, Licensed Premises 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 equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises.

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 Contract. 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 Building of which the Licensed Premises are a part.

N. 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.

15. **DESTRUCTION OF LICENSED PREMISES:** In the event of damage or destruction to the Building or Licensed Premises, the County will have no obligations to restore the Building or Licensed Premises and will have no liability to the Licensee, and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

16. 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.

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 of this License or the Licensed Premises for the benefit of Licensee's creditors.

iv. The abandonment of the Licensed Premises by Licensee.

v. Any default or breach of the terms and conditions of this License.

vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Use as set forth in Paragraph 5 of this License.

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

17. ACCESS: Licensee shall allow County employees, agents, representatives and contractors access to the Licensed Premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises. If after hours, such employees shall provide KID Museum with reasonable

notice. Unless in the case of an emergency, County employees shall not have access to KID Museum's administrative office without KID Museum's express consent.

18. **SURRENDER OF POSSESSION:** Licensee covenants and agrees, at the expiration or other termination of this License, it shall remove all goods and effects from the Licensed Premises not the property of County, and to return to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and tear excepted and the use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Licensee shall pay for all damages due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its agents, employees, guests, or invitees.

19. **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. Licensee shall provide notice by contacting the County's Division of Facilities Management-Customer Service number at 240-777-7777. This number can be used 24 hours/7 days per week.

20. **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 applicable statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated 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 Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. **WAIVER:** The waiver of 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.

22. **NON-DISCRIMINATION:** The Licensee agrees to comply with the non-discrimination 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.

23. **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 contemporaneous with his or her public employment.

24. **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:

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, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

And

Montgomery County Public Libraries
Office of the Director
21 Maryland Avenue, Suite 310
Rockville, Maryland 20850
Attn: Director

LICENSEE:

MoCo Kidsco, Inc. (KID Museum)
6400 Democracy Blvd.
Bethesda MD 20817
Attn: Cara Lesser, Director

25. RESIDENT AGENT: The Resident Agent for the Licensee is Cara Lesser and the address for receipt of notices and service of process is 8610 Ridge Road, Bethesda Maryland 20817. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. 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 Premises 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.

27. 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 its obligations under the Contract. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. 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.

29. 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.

30. 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 usurped power, epidemic, 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.

31. 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.

32. 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.

33. 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.

34. CLAIMS: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this License, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely

elects to be tried by a court of competent jurisdiction without a jury in the Montgomery County, Maryland where the Licensed Premises is located.

35. PARKING: The Licensee has no dedicated parking facilities under this License Agreement.

36. HOLDOVER: Upon the expiration or earlier termination of this License, Licensee shall peaceably surrender the Licensed Premises to the County in broom clean condition and good repair. In the event the Licensee remains in possession of the Licensed Premises at the expiration or earlier termination of the License, except with the express written consent of the County, Licensee shall be liable to and shall indemnify, defend and hold harmless the County from any and all damages alleged and/or sustained against it as a result of such holdover.

37. NO TENANCY CREATED: The Parties agree that this License Agreement is not intended to nor does it create a landlord/tenant relationship between LICENSEE and the County. LICENSEE acknowledges that the License granted by the County is for LICENSEE'S convenience only and is not a grant of any real property interest or tenancy, notwithstanding the requirement to maintain liability insurance or any other provision in this License Agreement to the contrary. Licensee agrees that the occupancy permitted by the County under this License Agreement does not convey to the LICENSEE any tenant rights or permit LICENSEE to avail itself of any landlord/tenant remedies permitted under the law.

SIGNATURES ON THE FOLLOWING PAGE

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

WITNESS:

By: Adrienne Clegg

LANDLORD:
MONTGOMERY COUNTY,
MARYLAND

By: Fariba Kassiri
Fariba Kassiri, Deputy
Chief Administrative Officer

Date: 7/11/23

LICENSEE:
MOCO KIDSCO, INC. (KIDS Museum)

By: Holly Christensen

Date: 6/26/23

APPROVED AS TO FORM &
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: Neal Anker
Neal Anker
Associate County Attorney

Date: 7/3/2023

RECOMMENDED

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

Date: 06/28/2023

EXHIBIT A

Licensed Premises

Exhibit B

Contract



#1279 - KID Museum
Services Agreement F