

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into between _____, its agents, servants, employees and members ("Licensor") and _____, its agents, servants, employees and members ("Licensee"), collectively referred to as the Parties.

This Agreement is intended to control the rights and responsibilities of the Parties regarding Licensee's use of Licensor's facility, including, the property upon which it is situated (the "Arena") for its activities, which include ice-skating, hockey games and practices.

For the consideration set forth herein, the Parties agree as follows:

1. **LICENSE.** This Agreement authorizes Licensee to have the exclusive use of the ice surface, nets, boards, benches, penalty box areas and locker rooms and any other areas over which Licensee may have exclusive control within or upon the Arena ("Licensed Areas"). Licensee shall also have non-exclusive use of the spectator stands, parking lots, walkways and other public areas of the Arena, and areas of ingress and egress to such areas. This License covers only the times specified in Addendum 1.

2. **PERSONS COVERED.** Only Licensee, its members, prospective members, players and coaches are licensed by this Agreement. In addition, certain other players, coaches, officials and volunteers of USA Hockey who are invited by Licensee to use the Arena (collectively "Invitees") are covered by certain provisions of this Agreement. Persons other than Licensee and Licensee's Invitees who may from time to time enter the Arena for the purpose of viewing Licensee's games, practices and events including, members of the general public, parents and guests of the participants (collectively "Spectators") may be permitted access to the Arena at the discretion of the Licensor, subject to the provisions of this Agreement.

3. **RECIPROCAL HOLD HARMLESS.** Licensee agrees to indemnify, defend and hold harmless Licensor, its officers, agents, shareholders and employees from any claim for bodily injury or property damage arising from Licensee's use of the Arena pursuant to this Agreement to the extent that such claim is proximately caused by the negligent or intentional act of Licensee or any of its members, prospective members, players, coaches or its Invitees while using the Arena. Licensee shall not be required to indemnify, defend or hold harmless Licensor, its officers, agents, shareholders or employees from any claim proximately caused by any structural or physical defect existing in, of, or upon the Arena unless Licensor can demonstrate that Licensee was aware of, or caused, said defect prior to the occurrence of the injury, but failed to reasonably notify Licensor or its employee of the defect, despite having sufficient time to do so.

Licensor agrees to indemnify, defend and hold harmless Licensee, its officers, agents, shareholders and employees from any claim for bodily injury or property damage arising from Licensee's use of the Arena pursuant to this Agreement to the extent that such claim is proximately caused by any structural or physical defect existing in, of, or upon the Arena unless Licensor can demonstrate that Licensee was aware of, or should have been aware of, the open and obvious defect prior to the occurrence of the injury, but failed to notify Licensor, of its existence despite sufficient time to do so. Licensor shall not be required to indemnify, defend or hold harmless Licensee, its officers, agents, shareholders or employees, from any claim caused by any negligent or intentional conduct of Licensee, its members, prospective members, players, coaches or Invitees.

4. **ARBITRATION.** The parties hereby agree that upon their notice of a claim, any disputes arising under this agreement, specifically including, but not limited to, those relating to the respective rights and obligations of the parties under paragraph 3 (Reciprocal Hold Harmless) shall first be discussed between the parties and if they cannot resolve the dispute, shall be submitted to binding arbitration. All disputes subject to arbitration shall be decided by a panel of three (3) reasonably disinterested arbitrators, consisting of one (1) appointed designee of Licensor, one (1) appointed designee of Licensee, and a third neutral arbitrator, who shall be selected by the other two arbitrators. The arbitration shall be concluded within sixty (60) days of the request of any party and shall be final and binding upon all parties.

5. **ENTIRE AGREEMENT.** This License Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement this ____ day of _____, 20_____.

LICENSOR:

LICENSEE:

By its duly authorized Agent

By its duly authorized Agent