

RESOLUTION NO. 2019-18

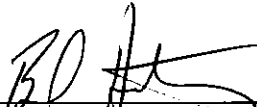
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE INN ON THE RIVER'S EDGE, L.P., GRANTING THE CITY A LICENSE TO OCCUPY AND USE PROPERTY FOR THE PURPOSE OF CITY SPONSORED EVENTS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a license agreement with the Inn on the River's Edge, L.P., granting the city a license to occupy and use a portion of their property for city sponsored events, which License Agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

SECTION 3: That this Resolution shall be in full force and effect immediately upon its adoption.



Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 09 APR 2019

LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") is made as of this 10th day of April, 2019, by and between the **INN ON THE RIVER'S EDGE, L.P.**, formerly known as the **SANDUSKY NIGHT INN, L.P.** (hereinafter "Owner"), and the **CITY OF HURON** (hereinafter "City" and "Licensee" interchangeably), an Ohio Municipal Corporation. Pursuant to the terms stated below, the City is hereby granted a license to occupy and use the land hereinafter described, to-wit:

Being a portion of the open space located to the south of Owner's building which abuts City owned property on the eastern and western boundaries of Main Street, and a portion of the parking area as shown on Exhibit "A" attached hereto and made a part hereof.

for the purpose and subject to the conditions as hereinafter set forth until said license is terminated by the Owner, Licensor.

The premises may be occupied by the said Licensees for the purpose of hosting prescheduled City sponsored events to be held on the as identified as follows:

Easter Event- Saturday April 13, 2019 10am-2pm (grassy area south of hotel)

City-Wide Garage Sale – Saturday, June 1, 2019 (set-up on prior Friday afternoon), 7:00 am – 3:00 pm. (section of hotel parking lot on west side of new Main Street location)

Pumpkin Festival – Saturday, October 12, 2019 (set-up on prior Friday afternoon), 10:00 am – 6:00 pm – grassy area south of hotel.

Riverfest – July 11- July 14, 2019 grassy area south of hotel.

All Classic weekend – August 3-4, grassy area south of hotel.

Either party may terminate this Agreement for any reason, or for no reason, at any time by giving notice to the other party specifying the date of termination, such termination to be given not less than thirty (30) days prior to the date therein specified.

Each Party agrees to provide insurance coverage for the errors, omissions, and acts of its own corporation, agents, employees and officials/officers, and neither will indemnify or save harmless the other from liability for any and all injuries, claims, demands, actions and causes of action arising or claimed to arise in connection with the

program activities conducted under this Agreement. The parties represent to each other that each of them has General Liability coverage insuring against any such injuries, claims, demands, actions and causes of action in limits of at least Three Million Dollars (\$3,000,000.00) and each party agrees to have the other listed as an additional insured under its respective policy and to provide to the other party a certificate as to the existence of such insurance.

IN WITNESS WHEREOF, the parties have hereunto executed this License Agreement this 10th day of April, 2019.

FOR THE CITY:

The City of Huron

By: _____
City Manager

Date

FOR THE OWNER:

**INN ON THE RIVER'S EDGE, L.P.
F/K/A SANDUSKY NIGHT INN, L.P.
By: LODGING INDUSTRIES, INC.
It's: General Partner**

By: _____
President

Date

Approved to as to form:

Law Director Date