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**NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT  
FOR USE OF PORTIONS OF PLUMAS PARK  
BY OUR LADY OF THE SNOWS CATHOLIC PARISH CORPORATION**

**THIS NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT** ("License") is entered into and issued this 13<sup>th</sup> day of MARCH, 2013 ("Effective Date"), to Our Lady of the Snows Catholic Parish Corporation, a Nevada nonprofit corporation (hereafter "SNOWS"), by the **CITY OF RENO**, a municipal corporation (hereafter "City"), with reference to the following:

**RECITALS**

- A. SNOWS is a parochial school conducting classes in grades Kindergarten to eighth located at 1125 Lander Street, Reno, Nevada. SNOWS has little or no land under its control suitable to provide outdoor recess or physical education activities.
- B. The City owns a municipal park commonly known as Plumas Park which is located at 575 Monroe Street, APN No. 014-051-01.
- C. Plumas Park is located across Lander Street from SNOWS. SNOWS desires to use portions of Plumas Park during normal school hours for recess, lunch play and physical education ("P.E.") activities for its students and teachers or supervisors.
- D. The City Council may permit the use of public property for public purposes. The City Council finds that earning rental revenue and providing recreational opportunities for school children are public purposes supporting this Agreement.
- E. The City does not intend to endorse, support or discriminate against any religion or religious establishment by this Agreement.
- F. City is agreeable to granting to SNOWS a license to use portions of Plumas Park for recess or physical education purposes, subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City grants to SNOWS a License for the use of Plumas Park follows:

- 1. License. City hereby grants SNOWS a non-exclusive, revocable License; effective as of the Effective Date above; that allows enrolled students of SNOWS and appropriate teachers and supervisors from SNOWS to enter upon and use portions of Plumas Park for the purpose of providing outdoor recess, lunch play and physical education activities, subject to the following limitations in this section and any limitations expressed elsewhere in this License.

1.1 The License includes only the upper turf area used as a soccer field and basketball courts/playground area at Plumas Park, and excludes the lower soccer field, the gym and the parking lot at the southeast corner of Plumas Park (hereafter, the "Licensed Area"). A diagram of the Licensed Area is attached hereto as Exhibit "A". Use of the gym by SNOWS, if any, shall be through separate City park rental reservation system or other arrangement. Parking at the parking lot located at the southeast corner of Plumas Park is for the general public and shall not be used by SNOWS for school purposes or to use the Licensed Area pursuant to this License.

1.2 The License is limited to normal school hours, 7:30 a.m. to 3:30 p.m. during regularly scheduled school days, which shall not include weekends or legal holidays and shall further not include the period from June 15 to August 10 of any year. Use is further limited to scheduled recess, lunch play and regularly scheduled P.E. times.

1.3 SNOWS shall notify the City's Director of Parks, Recreation and Community Services (PRCS) or the Director's designee (hereafter, the "Director") in writing on or before August 15 of each year of the scheduled school days and the recess/lunch/P.E. schedule and shall obtain the Director's approval for the requested times, which approval shall not be unreasonably withheld. SNOWS shall inform the Director at least one month before any changes to the schedule, unless the reason for the change could not be anticipated, and in which case notice shall be given as soon as reasonably possible.

1.4 The License granted by this Agreement permits SNOWS to exclude the public from use of any portion of the licensed area which is actually being used, but only to the extent of its actual use. If a portion of the Licensed Area is not being used by SNOWS for recess, lunch play or P.E. classes, then the public has a right to use the unused portion of the Licensed Area. Further, the parties recognize that this is a public park and a public forum and agree that this License does not authorize exclusion of, or interference with, any person using any portion of Plumas Park, including the Licensed Area, for expressive purposes protected by the First Amendment to the U. S. Constitution, except to the extent that the actions of the expressive speaker unreasonably interfere with SNOWS's actual use under this License. In the event a court determines this provision unconstitutionally restricts the rights of an expressive speaker, this License shall thereafter be interpreted consistent with the court's determination.

1.5 The City may post signs in Plumas Park to notify the public of SNOWS's rights under this License or address other matters. SNOWS may request language, location and size of signs, but City reserves full authority in this area.

1.6 This license shall be subordinate to any preexisting agreements with third parties, to the extent that such agreements relate to the use of Plumas Park, including but not limited, to the extent they relate to Plumas Park, to that certain agreement dated December 17, 2008 entitled "Inter-Local Agreement between the Washoe County School District and the City of Reno for the Reciprocal Use and Maintenance of Facilities" and to that certain agreement dated October 24, 2000 entitled "Reno Youth Sports Agreement", and to any past or future

amendments or restatements of those agreements to the extent that such amendments relate to Plumas Park.

2. Scope of License. No legal title, leasehold interest, or other interest in Plumas Park is created or vested in SNOWS by the issuance of this License nor is any easement by estoppel or other interest in Plumas Park created at present or in the future by the issuance of this License. SNOWS hereby waives any and all claims, present or future, which would be inconsistent with the provisions of this section.

3. Payment and Method of Payment. SNOWS agrees to pay the following amounts in consideration for its use of the License Area:

3.1 SNOWS shall pay the City an annual license fee of ONE THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$1,800.00) for each school year, or any portion thereof, which sum shall be due and payable on or before August 15 of each year. If this License agreement becomes effective during a school year in which SNOWS has already paid for use of Plumas Park under the City permit system, then SNOWS shall be given credit for such payment toward the amount due under this subsection. No refund shall be due if this License is terminated as provided herein. During the annual 3<sup>rd</sup> Quarter City-wide Fees & Schedule review, the City shall calculate the annual inflation escalator percentage for the upcoming year and apply it to the annual license fee. The recalculated sum shall be used for the payable amount for the upcoming school year.

3.2 SNOWS shall also pay one-half (1/2) the actual costs for maintenance of the Licensed Area throughout the term of the License. Maintenance costs shall include the cost of personnel, equipment, materials and replacement parts necessary to maintain the Licensed Area. City shall submit an invoice at the beginning of each month during the License term for actual costs of the preceding month. SNOWS shall pay the balance owed within 30 days of the billing date.

4. Assertion of Rights. This License and rights conveyed under this License are subordinate to the City's rights and abilities to determine, in its sole discretion, what is in the best interest of the City and public with respect to the use of Plumas Park and, as such, all or a portion of the rights conveyed by this License may be revoked or terminated by the City. Moreover, SNOWS understands and agrees that this License and rights conveyed under this License are subordinate to existing and future utility and other easements and rights-of-way.

5. Compliance with Law. SNOWS shall not use Plumas Park in any way which violates, in any material respect, any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

6. Improvements. SNOWS shall not make any changes or improvements to Plumas Park without the advance written approval of a City representative with actual authority to approve the changes or improvements. In the event City approves any changes or improvements, SNOWS shall keep Plumas Park free from any liens arising out of any work performed,

materials furnished, or obligations incurred by SNOWS. SNOWS shall indemnify and hold harmless City from and against any and all liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. This indemnification survives the termination of this License as provided herein until such time as the statute of limitations expires on all known and unknown claims. City reserves the right, but not the obligation, to participate at its own expense in the defense of any claim.

7. Term. This License shall be effective as of the Effective Date, and shall terminate on the earlier of any of the following dates:

7.1 Failure of SNOWS to comply with the terms of this License which failure is not cured within 15 days following written Notice to SNOWS, or

7.2 SNOWS terminates this License upon a written Notice delivered to the City at least 30 days preceding the termination date in the Notice, or

7.3 City terminates this License upon a written Notice delivered to SNOWS at least 30 days preceding the termination date in the notice, or

7.4 Five (5) years after the Effective Date, subject to renewal of another 5 years, if acceptable by both parties.

8. Maintenance and Return of Plumas Park to Original Condition.

8.1 SNOWS shall return Plumas Park to its original condition at the end of each day and at the termination of this License, except for reasonable wear and tear or changes made by the City or third parties, unless specifically agreed otherwise in writing between SNOWS and the City acting through an authorized representative. In the event SNOWS fails to return Plumas Park to its original condition as provided herein, SNOWS shall pay City all reasonable costs and expenses incurred in returning Plumas Park to its original condition.

8.2 City reserves the right to temporarily suspend this License or close portions of Plumas Park, at City's discretion, to install improvements or carry out park maintenance or repairs.

8.3 City makes no warranty regarding the condition of the land or equipment thereon and SNOWS shall be deemed to have accepted the Premises "as is" each day of occupancy.

8.4 SNOWS shall rotate its playing fields for games and physical education classes around the upper soccer field in order to prevent wear spots in the turf from repetitive use. Failure to rotate its playing fields does not constitute reasonable wear and tear pursuant to Section 8.1, and SNOWS shall be responsible for repairs, including replacing sod, as deemed necessary solely at the discretion of City.

9. Waiver and Indemnification. SNOWS waives all claims against City for damages to all personal property in, on or about Plumas Park and for injuries to persons in or about Plumas Park, from any cause arising from the acts authorized by this License other than City's gross negligence or willful misconduct or the condition of Plumas Park or any improvement on Plumas Park. Further, SNOWS agrees to defend, indemnify, and hold harmless City, its officers and employees, from any and all claims, causes of action or liability arising directly from (1) SNOWS's use of Plumas Park, and/or (2) the negligence or wrongful misconduct of SNOWS or its agents, employees, students or parents/guardians of students, pursuant to or during the performance of this License. This indemnification includes liability for third-party costs and attorney's fees and survives the termination of this License until such time as the statutes of limitation expire on all known or unknown claims. City has the right, but not the obligation, to participate, at its own expense, in the defense of any claim.

10. Insurance. SNOWS shall maintain throughout, and for the period of the statutes of limitation after termination of this License, comprehensive general liability insurance with coverage consistent with the forgoing indemnification provision for limits of not less than two million dollars (\$2,000,000) for bodily injury and property damage, per occurrence. As evidence of liability insurance coverage, City will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certification shall name City as an additional insured and shall contain a 30-day written notice of cancellation to the certificate holder. The insurer shall be licensed in the State of Nevada. The limits of liability insurance coverage do not limit SNOWS's obligations hereunder.

11. Limited Liability. City does not waive and intends to assert any and all defenses, including, but not limited to, those set forth in Nevada Revised Statutes, Chapter 41.

12. Integration. This License represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This License may not be modified or altered except by written amendment thereto signed by both parties.

13. Invalid Provisions. If any provision of this License is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be severable unless the severance of the illegal, invalid, or unenforceable provision destroys the remaining provisions of the License, and in such case, this License shall be deemed terminated and revoked without notice. If the illegal, invalid or unenforceable provision is severable without harm to the remaining provisions, the remaining provisions shall not be affected by the illegal, invalid, or unenforceable provision or its severance from this License.

14. Headings. Headings used in this License are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this License.

15. Force majeure. Neither party shall not be deemed to be in violation of this License if it is prevented from performing any of its obligations hereunder due to accidents, fires,

explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of a party seeking excuse through this clause, and the party is obligated to promptly perform in accordance with the terms of this License after the intervening cause ceases.

16. Notices. Any and all notices, requests, demands, or other communications to or upon a party in connection with this License shall be in writing and shall be personally delivered or delivered by overnight mail or delivered by certified mail postage prepaid, to the respective designated representative and at the following address or an address for each party as designated from time to time:

CITY:

City of Reno  
Attn.: Director, Parks, Recreation & Community Services Department  
P.O. Box 1900  
Reno, NV 89505  
Facsimile: 775-334-2449

SNOWS:

Our Lady of the Snows School  
Attn: Principal  
1125 Lander Street, Reno, Nevada 89509  
Facsimile: 775-322-0827

17. Interpretation. This License shall not be construed for or against a party by virtue of which party drafted the terms of this License.

18. Governing Law. This License shall be construed and interpreted under the laws of the State of Nevada with venue in a court of competent jurisdiction located in Washoe County, Nevada.

19. Authority. The parties represent that they have full authority to sign this License.

20. No Third-Party Beneficiaries. None of the provisions of this License is intended to make any person or entity a third-party beneficiary.

21. Waiver. The waiver by City of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

22. Assignment. This License may not be assigned.

*[Signatures are on the following page]*

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals effective the year and date first above written.

THE CITY OF RENO  
a municipal corporation of the State of  
Nevada

By:

  
Robert A. Cashell, Sr.  
Mayor

Attest:

By:

  
Lynnette R. Jones DEPUTY  
City Clerk

APPROVED AS TO FORM

By:

  
City Attorney's Office

OUR LADY OF THE SNOWS CATHOLIC  
PARISH CORPORATION, a Nevada  
nonprofit corporation

By:

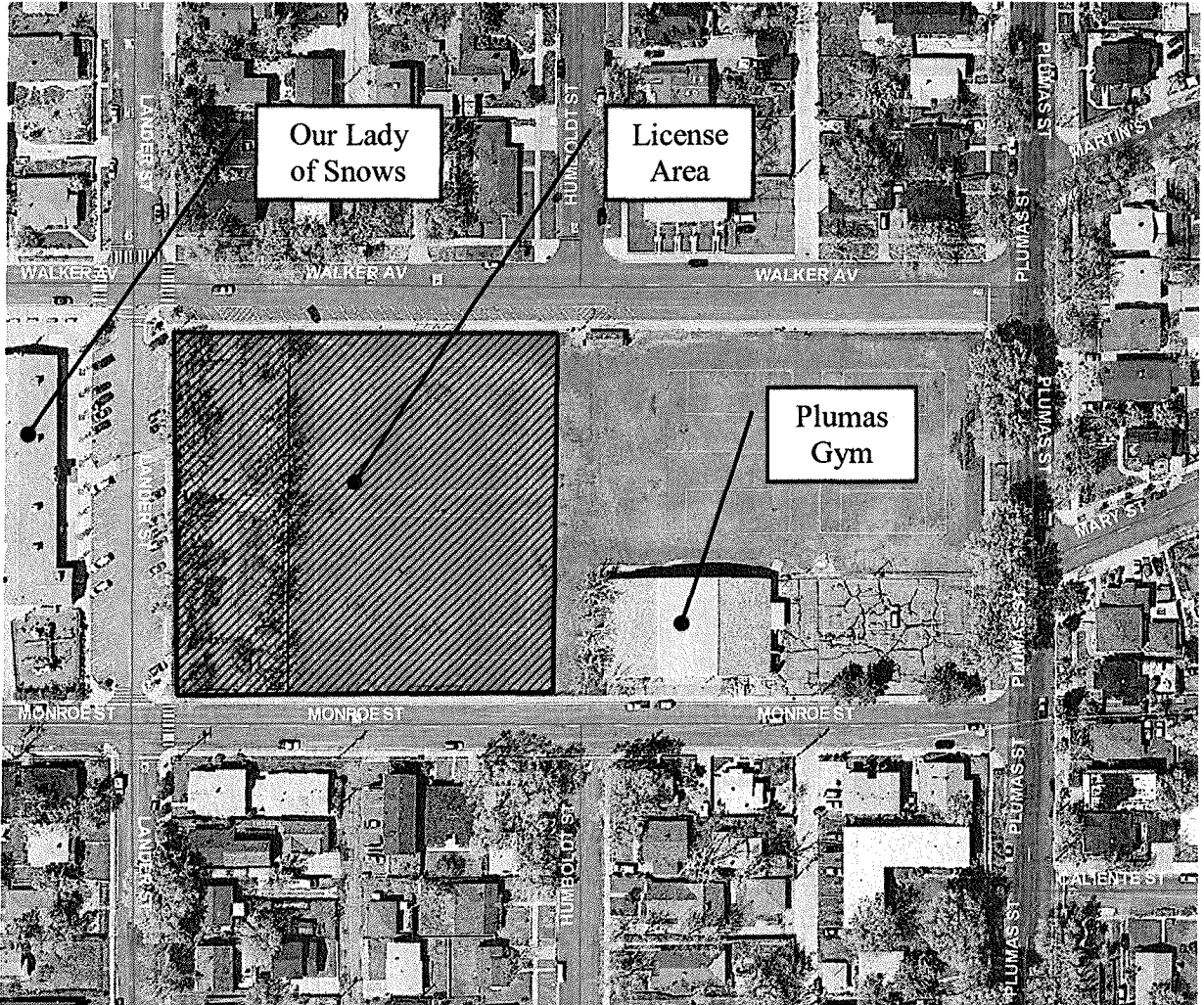
  
Rev. Anthony Vercellone


Its:

  
President



**Exhibit A – License Area, Plumas Park**



 License Area