

**LICENSE**

**HAZALIA FIELD AND  
LAKE OSWEGO HIGH SCHOOL  
FOR THE FOOTBALL SEASON  
5 P.M. TO 10:30 P.M.**

<b>Site Owners</b>	<b>Site Locations</b>
<b>Lake Oswego School District (“LOSD”)</b> Attn: Superintendent PO Box 70 Lake Oswego, OR 97034	Parking areas and Football Field Lake Oswego High School 2455 Country Club Road Lake Oswego, OR
<b>City of Lake Oswego (“City”)</b> Attn: City Manager P.O. Box 369 Lake Oswego, OR 97034	Parking Area Hazelia Field at Luscher Farm Park 17800 Stafford Rd Lake Oswego, OR 97034

WHEREAS, LOSD has requested the use of the parking facilities at the City’s Hazelia Field as an off-site parking area for Lakeridge High School football games on various Fridays in the fall, with an isolated Thursday or Saturday game every other year or so as well; and

WHEREAS, the City is willing to accommodate the request upon the condition that LOSD makes the football field and parking area at Lake Oswego High School available for the City’s Adult Soccer League play on Lakeridge home football game dates; and

WHEREAS, City and LOSD have agreed to allow each use the other’s facilities, based upon the terms and provisions below;

NOW, THEREFORE, City and LOSD AGREE AS FOLLOWS:

1. Grant of License.
  - A. City hereby permits and licenses the LOSD, its agents, employees, volunteers, and invitees (persons using the parking facilities in order to park and attend the football game at Lakeridge High School) to enter upon and use the parking area of Hazelia Field), for the purposes described herein, subject to the limitations set forth below.
  - B. LOSD hereby permits and licenses City, its agents, employees, volunteers, and invitees (persons using the parking facilities and football field in order to park and attend the City’s adult league soccer games) to enter upon and use the parking facilities and football field at Lake Oswego High School, for the purposes described herein, subject to the limitations set forth below.
2. Purpose and Use of License.
  - A. Hazelia Field: Use is limited to parking area for persons to park vehicles while attending the Lakeridge High School Football Game, and access to and across the parking area towards Lakeridge High School. Use includes use of outdoor lighting to illuminate the parking area and pathways from the parking area towards Stafford Road.
  - B. LOHS Parking areas and Football Field: Use is limited to parking area for persons to park vehicles while attending Adult League Soccer games (whether as player or spectator), access to and across the parking

area toward the football field, and use of the football field, and adjoining necessary player or spectator area at LOHS for soccer play on the football field. Use includes use of outdoor lighting to illuminate the parking area, football field and adjoining area, and pathways from the parking area towards the football field.

- c. The respective Site Owner may conduct additional activities upon the Site in such a manner so as not to interfere with or to use the Site Location and uses granted under this license.

3. Covenants and Representations of Licensee / Restrictions Relating to Use of License

- A. Prior to July 15 of each year, LOSD will notify City of the anticipated dates of usage of the Hazelia Field parking lot. LOSD and City will work to avoid conflicts in scheduled activities, but City reserves the right to deny use of the parking lot on specific evenings if a scheduling conflict cannot be avoided. Notification can be done through e-mail to the Director of Parks & Recreation or his/her designee.
- B. As each party's use of the other's Site Location, each party shall observe and abide by all the laws, rules and regulations imposed by any lawful governmental authority and relating in any way to any activity conducted on the premises, and shall, to the extent reasonably practical, require the party's agents, employees, volunteers, and invitees upon the premises to do likewise.
- C. As to each party's use of the other's Site Location, each party shall not permit any waste or strip of the property by action of the party, its agents or employees, volunteers, or invitees, reasonable wear and tear excepted. Each party shall repair, replace or restore the licensed area so that it is free from evidence of the party's use, except for reasonable wear and tear.
- D. This License is not be transferable, assignable or otherwise alienable, or any interest therein, and in the event of any attempt to do so, at the option of the Site Owner, Site Owner may terminate this License without further notice.
- E. All risk of loss at the Site Location shall be that of the party using the Site Location.
- F. Each party certifies, acknowledges and agrees with the other that this License is accepted and executed on the basis of each party's own examination and personal knowledge of the premises and personal property and each party's own opinion thereof; all prior negotiations, representations of fact or opinion or agreements relating to said property made by the Site Owner or any agent thereof upon which the party may have relied have been reduced to writing and are included in this agreement, and if not so reduced to writing, are expressly waived, which waiver is a material part of the consideration of the execution of this License.
- G. Neither party makes warranties to the other as to the condition of the premises or personal property other than as set out herein. Each party takes the Site Location and use of the premises, AS IS, in the condition existing at the time of use of the License.
- H. This License represents the full, entire and complete agreement of the parties, except as may otherwise be in writing provided.
- I. Each party shall defend, indemnify, and hold the other, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the use of this License or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification

to the Site Owner, but is in addition to such common law or statutory provisions.

4. Consideration for License. The consideration for this license is: zero dollars, but is based upon the mutual agreements herein.
5. Term of License. This License shall be for the period from 5 p.m. to 10:30 p.m., only for the dates noted per paragraph 3(A). It shall continue from year to year, but may be terminated by either party at any time. It can be amended at any time by mutual agreement of the parties.
6. Construction. In construing this License, the singular may include the plural, and vice versa, the masculine may include the feminine and neuter, and vice versa, if the context so requires, and generally all grammatical changes shall be made, assumed or implied to make the provisions hereof applicable to corporations as to individuals and as necessary to carry out the intent of the parties.

IN WITNESS WHEREOF, the undersigned have hereunto executed this License on the date stated below and the terms and provisions of the License are accepted by the undersigned.

<p>City of Lake Oswego</p> <p>By: <u>Scott Lazenby</u></p> <p>_____ Scott Lazenby, City Manager Date Signed: _____</p>	<p>Lake Oswego School District</p> <p>By: <u>[Signature]</u></p> <p>Name: Stuart Ketzler, Deputy Clerk Date Signed: <u>2/18/14</u></p>
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