

**LICENSE AGREEMENT**

License Agreement made on the \_\_\_\_\_ (*date*), between  
\_\_\_\_\_ (*Name of Licensee*) of \_\_\_\_\_  
\_\_\_\_\_  
(*street address, city, county, state, zip code*), hereinafter called *Licensee*, and  
\_\_\_\_\_ (*Name of Licensor*), a corporation organized and  
existing under the laws of the state of \_\_\_\_\_, with its principal office located  
at \_\_\_\_\_  
\_\_\_\_\_ (*street address, city, county, state, zip code*), referred to herein as *Licensor*.

The parties agree as follows:

**1. Grant of License**

*Licensor* grants to *Licensee*, and to *Licensee's* members, guests, and invitees, the right, privilege and permission to enter into and on a certain tract of real property owned by *Licensor*, located in \_\_\_\_\_ (*name of county and state*) and more particularly described as follows:

*(legal description of property)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Purpose**

The above-granted permission is for the purpose of playing and practicing to play \_\_\_\_\_ (*type of game*) and to set up and establish, (*e.g., soccer goals or bases for baseball*) \_\_\_\_\_ or such other equipment as may be necessary for playing and practicing the above-mentioned game.

**3. Maintenance**

*Licensee* agrees to regularly cut and mow the grass growing on the above-described property and to do all things that may be necessary or incidental to enable *Licensee*, and *Licensee's* members, guests, and invitees to play and practice to play the above-mentioned game, provided that no trees or shrubs shall be cut down or destroyed without the prior written consent of *Licensor*.

**4. No Payment**

The privilege granted by this Agreement is without any consideration and is merely an accommodation to *Licensee* and is revocable at any time by *Licensor*, provided *Licensor* gives at least \_\_\_\_\_ (*number of days*) days' written notice prior to the effective date of any such revocation.

**5. Indemnification**

In consideration of the privilege granted by this Agreement, *Licensee* shall not claim any damages from *Licensor* in connection with or on account of any injuries or damages arising in or on the above-described property while being used by *Licensee* and *Licensee's* members, guests, or invitees, and *Licensee* further agrees to indemnify and save harmless *Licensor* from any and all claims or damages in connection with the use of the above-described property by *Licensee* and *Licensee's* members, guests, or invitees.

**6. No Structures to be Erected**

*Licensee* agrees not to erect or to cause or permit to be erected on the above-described property any buildings or structures, whether permanent or temporary, such as, but not limited to, stadiums, shelters, sheds, or other things attached to or placed on such property.

**7. No Waiver**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**8. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of \_\_\_\_\_.

**9. Notices**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**10. Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**11. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**12. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**13. Assignment of Rights**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**14. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

WITNESS our signatures as of the day and date first above stated.

\_\_\_\_\_  
*(Name of Licensor)*

By: \_\_\_\_\_  
*(Printed or typed name)*

\_\_\_\_\_  
\_\_\_\_\_  
*Name and Signature of Licensee*

\_\_\_\_\_  
\_\_\_\_\_  
*(Name and Office in Corporation)*