

LICENSE AND RELEASE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AND RELEASE AGREEMENT (this "Agreement") is executed effective as of the 1st day of October, 2023, between the YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL KENTUCKY, INC. ("YMCA" or "Licensor"), the HOPE CENTER INC. ("Hope Center" or "Licensee") and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, 200 E. Main Street, Lexington, Kentucky 40507 ("LFUCG," with Licensor and Licensee, the "Parties").

WHEREAS, Hope Center has a shelter facility in close proximity to the YMCA's property;

WHEREAS, Hope Center is in the process of obtaining funding from LFUCG for the provision of temporary sheltering;

WHEREAS, YMCA is willing, on a limited and temporary basis, to make a portion of its real property available for use by the Hope Center in order to provide temporary sheltering consistent with its funding agreement from LFUCG at no cost to either party.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the receipt and sufficiency of which are duly acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants Licensee non-exclusive access to the portion of Licensor's property located at 381 West Loudon Avenue, Lexington, Fayette County, Kentucky identified in Exhibit 1 attached hereto and incorporated herein by reference (the "Licensed Property") , for the sole purpose of Licensee's fulfilling of its duties as stated in the Licensee's Subrecipient Agreement with LFUCG, which is attached hereto as Exhibit 2.

2. The Parties agree and understand that Licensor's only role is the granting of the right to use a portion of its real property and that Licensor shall have no role or responsibility in the provision of services or security or maintenance of the property licensed to Licensee.

3. Licensee agrees to operate the shelter in a safe and secure manner and to provide services within the guidelines and parameters set forth in the Subrecipient Agreement, including without limitation:

- a. Restriction of shelter services to those over the age of 18;
- b. Maintenance of a secure area for the provision of shelter services enclosed by fencing or other similar barriers;
- c. Staffing of the shelter area seven days a week, 24 hours a day throughout the term of the Agreement, including two staff and two security personnel at all times;
- d. Prohibition of the use of drugs or alcohol in the shelter area;
- e. Prohibition of any registered sex offenders in the shelter area; and

f. Instructions that shelter residents are not to enter the YMCA facilities, loiter, or cause disturbances to YMCA staff, members, or guests.

4. Licensee and its employees, agents, volunteers, or other representatives (collectively, "Licensees") may be exposed to conditions on the Property, and to areas that may pose a risk of injury to person and property. The Licensees hereby release, waive and forever discharge Licensor, Licensor's affiliates and their respective agents, employees, representatives, partners, officers, directors, successors and assigns (collectively, "Licensor Parties") from any and all liability to Licensees for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to Licensee's person (including death) or property (collectively, "Liabilities") arising from or in connection with (a) the activities of any Licensee while on or about the Property, (b) any conditions on or about the Property, or (c) any action or failure to act by any of the Licensor Parties, including, but not limited to, any Liabilities allegedly resulting from the negligent conduct of any of the Licensor Parties.

5. Licensee hereby assumes full responsibility for the risk of personal injury, death or property damage due to any conditions on or about the Licensed Property while the Licensees are on or about the Licensed Property.

6. To the greatest extent allowed by applicable law, Licensee agrees to indemnify, release and hold harmless each of the Parties from and against any and all Liability, damage or cost (including reasonable attorneys' fees) that may arise from or in connection with (a) the other activities of Licensees while on or about the Licensed Property, (b) any conditions on or about the Licensed Property, or (c) any action or failure to act by any of the Licensor Parties, including, but not limited to, any Liabilities allegedly resulting from the negligent conduct of any of the Licensor Parties. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Licensee; provided, that any such third party defense invoked by Licensee shall not create, shift, or incur liability to or for Licensor Parties.

7. Licensee agrees to add Licensor as an additional assured on any and all insurance policies that would cover or provide potential insurance for the use of the Licensed Property and activities contemplated by this Agreement and the Subrecipient Agreement. Licensee waives all claims, causes of action and rights of recovery against Licensor, and its agents, officers, and employees for any damage or destruction of property and resulting business interruption which occurs on the Licensed Property originating from any cause whatsoever, including negligence, to the extent such property damage and economic loss shall be covered by a policy or policies maintained or required to be maintained by Licensor pursuant to this Agreement. All insurance policies carried or required to be carried by Licensor covering the Licensed Property, including but not limited to contents, property, fire, and casualty insurance, shall to the extent permitted by governing law expressly waive any right of subrogation on the part of the insuring party's insurer against the other party.

8. Licensee covenants to cause all of the Licensees to follow and abide by, in all respects, all of Licensor's safety rules and instructions and directions concerning the use of and access to the Licensed Property. Licensee further covenants to maintain its own safety and health program for its Licensees sufficient to prevent injury to such persons resulting from their respective use and occupancy of the Licensed Property.

9. Licensee shall repair all property damage directly related to Licensee’s operations on the Licensed Property, excepting damage due to ordinary wear and tear, during the term of this Agreement.

10. After termination of this Agreement, Licensee and LFUCG shall restore the Licensed Property to its condition existing on the date of execution of this Agreement.

11. Licensee, for itself and himself, and on behalf of any legal representatives, personal representatives, estate, heirs, successors, assigns and beneficiaries (the “Licensee Parties”), hereby releases, waives and forever discharges the Parties with respect to any claim, demand, action, cause of action or suit of any kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, patent or latent, for injury, harm, damages, loss, property damage, liability or other economic loss any of the Licensee Parties may now or hereinafter have against any of the Parties directly or indirectly relating in any way to the grant by Licensor to Licensee of such non-exclusive license or to the operations of any such other licensee on the Property or any portion thereof. Licensee hereby covenants to conduct the services specified in the Subrecipient Agreement, attached as Exhibit 2, in a manner which does not unreasonably interfere with the operations of any such other licensee on the Property or any portion thereof.

12. This License shall be effective as of October 1, 2023, and shall automatically terminate December 31, 2023 unless extended via a separate written addendum attached hereto, without need for additional action by any party. Licensee must return the Property to its original condition (accounting for reasonable use of the Licensed Property by Licensee as provided herein) by no later than the above termination date.


13. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kentucky. The Parties agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Kentucky. If any portion hereof is held invalid, the remainder shall continue in full legal force and effect.

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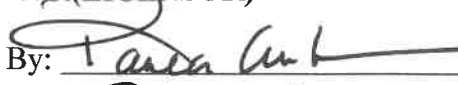
[Signatures Follow on Next Page]

AGREED AND ACCEPTED:

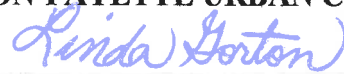
HOPE CENTER INC. (LICENSEE)

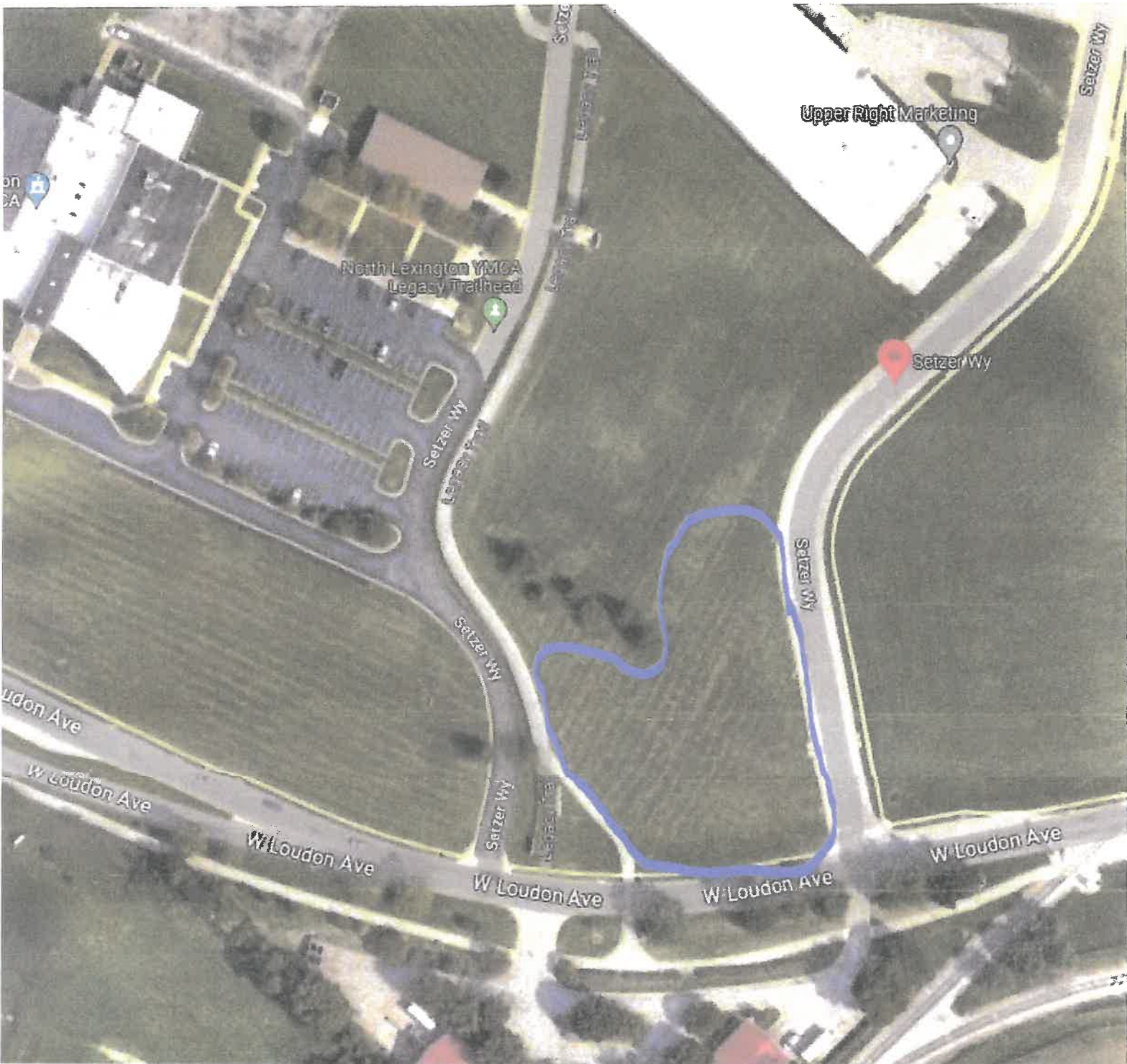
By: 
Name: Rufus Frady
Its: Executive Director
Date: 10-16-2023

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL KENTUCKY,
INC. (LICENSOR)**

By: 
Name: Paula Anderson
Its: President & CEO
Date: 10-17-23

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)

By: 
Name: Linda Gorton
Its: Mayor
Date: 10/19/2023



on CA

North Lexington YMCA
Legacy Trailhead

Upper Right Marketing

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