

Attachment A

LICENSE AGREEMENT BETWEEN THE CITY OF MAPLE GROVE AND THE HINDU SOCIETY OF MINNEASOTA FOR USE OF PARKWAY STATION

THIS AGREEMENT (“Agreement”) is made by and between the City of Maple Grove (“City”), a political subdivision of the state of Minnesota, and Hindu Society of Minnesota (“Licensee”), a _____ of the state of Minnesota.

WHEREAS, on May 1, 2023 the governing body of the City authorized its Mayor and City Administrator to enter into this Agreement with Licensee; and

WHEREAS, the City is the owner of the Parkway Station located at 9870 Maple Grove Parkway, Maple Grove, Minnesota in the City of Maple Grove, Minnesota which includes a station, parking facility, and busway (“Parkway Station”); and

WHEREAS, Licensee desires to utilize the Parkway Station to provide parking and shuttle bus service from the Parkway Station to the Hindu Temple of Minnesota, located at 10530 Troy lane North Maple Grove, MN, for an event scheduled for June 11, 2023 (“Event”); and

WHEREAS, the City desires to grant a license to Licensee for the purpose to provide parking and shuttle bus service from the Parkway Station to the Hindu Temple of Minnesota, located at 10530 Troy lane North Maple Grove, MN, for the Event, subject to the terms of this License.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. Incorporation. The above recitals are a material part of this License and are incorporated herein.
2. Grant of License and Term. The City hereby grants to Licensee at no charge a revocable, non-exclusive license to use and occupy the Parkway Station License Area, which area is shown on the attached Exhibit A, for the Event subject to the terms of this License. This License shall commence on June 11, 2023 at 12:01 AM and expire on June 11, 2023 at 11:59 PM (“Term”).
3. Permitted Use and Access. The Parkway Station License Area may only be occupied and used by Licensee for use of the parking facility and to provide shuttle bus service to the general public to and from the Hindu Temple of Minnesota, located at 10530 Troy Lane North, Maple Grove, MN for the Event. During the Term, the City shall keep the Parkway Station interior lobby doors unlocked from 8:00 A.M. to 6:00 P.M. The City shall allow access to and use of the busway for shuttle bus use. The Licensee will only have access to the parking stalls on the ground level, which is approximately 350 stalls. The Licensee acknowledges that it will not have access to the elevated parking stalls of the parking ramp structure.

4. Maintenance and Repair of Premises. The City shall deliver the Premises to Licensee in safe, clean, good order and condition and Licensee shall, at its sole cost and expense, keep and maintain the Parkway Station License Area in safe, clean, and good order and condition during the Term. The City will only provide snow and ice management to the areas of the facility that the City grants access to Licensee.
5. Compliance with all Applicable Laws. Throughout the Term, Licensee shall obtain and maintain, at its sole cost and expense, all applicable approvals, permits, or licenses required by any governmental authority which are necessary for Licensee's permitted use of the Parkway Station License Area; further, Licensee shall, at its sole cost and expense, at all times during the term hereof comply with all applicable laws, ordinances, rules, regulations, and requirements of the City and any governmental authority having jurisdiction.
6. Indemnification. To the fullest extent permitted by law, Licensee assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its officials, officers, agents, and employees from and against all claims, suits, demands, damages, losses, expenses, and liabilities including without limitation attorneys' fees, for bodily injury or property damage arising out of, resulting from, or relating to Licensee's use and possession of the Parkway Station License Area and provided that any such claim, suit, demand, damage, loss, expense, or liability is caused in whole or in part by any act or omission of Licensee, or of any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, except when such claim, suit, demand, damage, loss, expense, or liability is caused solely by the negligence or willful misconduct of the City. The provisions of this paragraph shall survive the expiration or termination of this License.
7. Insurance. Licensee agrees to maintain in full force during the term of this License a policy or policies of comprehensive general liability insurance and business automobile insurance in the amount of at least \$300,000 per person, \$1,000,000 per occurrence for bodily injury (including death) and/or property damage. Licensee shall also provide workers' compensation coverage as required by the State of Minnesota. Licensee shall require insurance coverage compliant with the terms specified herein from its subcontractors, including all entities Licensee may use to provide or assist with providing services for the Event. Licensee shall furnish City with a certificate of such insurance coverage prior to the commencement of this License.

The City does not represent in any way that the insurance specified, whether in scope of coverage or limits, is adequate or sufficient to protect the Licensee's interests. In lieu of providing and keeping in force insurance policies as specified, Licensee may satisfy the insurance requirements of this section by warranting to the City that it is self-insured and able to entertain claims in an amount sufficient to indemnify the City as required herein. In this instance, prior to the commencement of this license, Licensee shall provide evidence acceptable to the City, that Licensee has made provision to satisfy claims to the extent of the Licensee's legal liability. Such evidence shall be provided at least 10 days before the commencement of the License. If such evidence is not acceptable insurance conforming to the above shall be provided to the City and paid for by the Licensee in accordance with Paragraph 10.D. herein.

8. Surrender of Premises. Licensee hereby agrees upon the expiration or termination of this License to vacate the Parkway Station and re-deliver the Parkway Station and return to the City in good order, condition and repair (ordinary wear and tear excepted).
9. Termination. Either party may terminate this Agreement, with or without cause, at any time by giving written notice to the other, specifying the date of termination, such notice to be given not less than 24 hours prior to the date specified in such notice for the date of termination. In the event of a substantial breach of this License by Licensee, the City may terminate this license upon 24 hours prior written notice.
10. Additional Covenants of Licensee.
 - A. Security: The City shall not be responsible for providing site or Event security.
 - B. Services: Licensee shall coordinate, manage, provide for, and control all necessary activities to use Parkway Station and operate the service described in this Agreement. This includes but is not limited to the following: operating and scheduling vehicles and personnel; site signage; site supervision; customer service, and marketing.
 - C. Fleet. Licensee shall be responsible for contracting with a bus company to provide the shuttle bus service. The City will not provide or operate any services. All buses must only operate in the busway area at Parkway Station. Vehicles used to provide services shall be operated and maintained in conformance with federal and state law. All terms of this Agreement, including insurance and indemnification requirements, extend to all Licensee's contractors, subcontractors, and other providers of shuttle bus services for the Event. Licensee must provide evidence that all of Licensee's contractors, subcontractors, and other providers of shuttle bus services must agree to the terms of this License. Such evidence shall be provided at least 10 days before the commencement of the License.
 - D. Responsibility for Expenses. Licensee hereby acknowledges that Licensee will cover 100 percent of all costs associated with providing the shuttle bus service described in this Agreement. Licensee will pay for extra janitorial costs that the City will incur during the Event, not to exceed \$500.
 - E. Marketing and Rider Information. Licensee shall be responsible for all marketing information activities associated with the service for the Event.
 - F. Contact Information. Licensee shall provide the City with contact person, including a cell phone number that shall be available via telephone to the City at all times during the Event. The City will provide contact information to the Licensee for use during the Event.
 - G. Site Supervision. Licensee shall provide a staff member at the Parkway Station during the Event to oversee bus operations and to provide a customer contact person. The City has no obligation to and will not be providing any on-site assistance for the Event.
 - H. Damage to Premises. Licensee shall be liable for all damages to the Parkway Station License Area caused by or arising out of the Licensee's use of the Parkway Station License Area.

11. Governing Law. It is agreed that this License shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
12. Entire Agreement. This License shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this License shall not be binding upon either party except to the extent incorporated in the License.
13. Modification. Any modification of this License or additional obligation assumed by either party in connection with this License shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
14. Notices. Any notice provided for or concerning the License 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 License.
15. Not Assignable. This License may not be assigned.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below:

CITY OF MAPLE GROVE

 By:
 Its: Mayor
 Dated: _____, 2023

 By:
 Its: City Administrator
 Dated: _____, 2023

HINDU SOCIETY OF MINNESOTA

 By:
 Its: _____
 Dated: _____, 2023

Exhibit A
Parkway Station License Area

