

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) entered into as of the 1st day March, 2018, by and between the City of Alexandria, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the “City” or “Licensor” and Fight For Children, a nonprofit corporation located at 1029 Vermont Avenue, NW, Suite 300, Washington, DC 20005 hereinafter referred to as “FFC” or “Licensee.”

WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) paid by FFC to the City on execution of this Agreement, and for other good and valuable consideration of the conditions, covenants and agreements hereafter set forth, the parties agree as follows:

1. PREMISES

The City agrees to license to FFC the premises described as the west wing addition of the Charles Houston Recreation Center, 901 Wythe Street, in the City of Alexandria, commonly known as the boxing facility, which consists of a total of 1,800 square feet (the “Premises”).

2. TERM

The term of this Agreement shall be for two (2) years and shall commence on the first day of March 2018 and terminate on the 29th day of February 2020. There is no automatic renewal provision of this Agreement. Sixty (60) days prior to the termination date, the City and FFC shall meet and determine whether to renegotiate this Agreement.

3. LICENSEES' DAYS AND TIMES OF USE OF PREMISES

For the purpose of this Agreement, FFC may use and occupy the Premises during the days and times set forth below, solely for the purpose of operating a boxing training facility. FFC shall not use or occupy the Premises for any unlawful, disorderly or extra-hazardous purpose or activity. The City expressly acknowledges that the operation of a boxing training facility does not violate the terms of the immediately preceding sentence.

A. ELEMENTARY AFTER SCHOOL PROGRAM

3.A.1 FFC shall have the exclusive use of the Premises, Monday through Friday between the hours of 4:30 p.m. and 6:30 p.m., to operate an Elementary School Age after-School Program (the "Program") that shall focus on boxing as a sport and for fitness for children aged 5 to 17 years old.

3.A.2 FFC shall pay for all expenses related to this Program and this Program shall be free to Alexandria residents between the ages of 5 and 17 years old.

3.A.3 In accordance with standard operating procedure at the Charles Houston Recreation Center, all participants in the program, shall register at the Premises under an activity code in Rec Trac that has been specifically and exclusively established by the City for this program.

3.A.4 City of Alexandria residents aged 5-17 years shall have priority to enroll in the Program.

3.A.5 Participants who are not City of Alexandria residents but are within the ages of 5-17 years shall pay the daily admission fee at the Premises or purchase a monthly or yearly pass to use the Premises.

3.A.6 FFC shall provide to the City a roster listing the names of any Participants in the Program, in addition to the names of parents and/or legal guardians, address and birth date, and a list of the Coaches, Volunteers and other individuals who are instructing and/or involved with the Program within ten (10) days after the start of the Program. FFC is to provide an updated roster to the City on a quarterly basis.

B. BOXING TRAINING PROGRAM

3.B.1 FFC shall have the use of the Premises on Monday through Friday from 6:30 pm until 9:00 pm and on Saturdays from 9:00 am until 2:00 pm for a boxing training program for participants aged 11 to 17 and for adults.

3.B.2 City residents aged 11 to 17 shall have priority to participate in the Boxing Training Program.

3.B.3 FFC shall pay the City \$5,000 for use of the Premises, specifically for the Boxing Training Program. The \$5,000 payment shall be made upon execution of this Agreement.

3.B.4 In accordance with standard operating procedure at the Charles Houston Recreation Center, all participants aged 11-17 years of age shall register for the boxing training program under the activity code for the FFC boxing training program. Qualifying city residents shall not be charged a fee for participation. Qualifying non-City residents shall pay the daily

admission fee (as it presently exists, or may be modified in the future) or purchase a monthly or yearly pass at the applicable rates.

3.B.5 Any participant, City resident or non-resident, who is 18 years or older shall purchase a fitness pass or pay the daily admission fee, except as defined in section 3. B.6.

3.B.6 FFC shall provide to the City a roster listing the names of the Participants in the Boxing Training Program, names of parents and/or legal guardians (if participants are under the age of 18), address, birth date of participants under the age of 18, and a list of the Coaches, Volunteers and other individuals who are instructing and/or involved with the Program within 10 days after the start of the Program, and provide an updated roster to the City on a quarterly basis. Individuals identified as “volunteers” associated with the program (and who are subject to a prior background check) and provided to the City (specifically the Charles Houston Recreation Center) in advance, will be exempt from a participation fee, or the need to purchase a fitness pass, so long as any presence is in accordance with this section.

3 B.7 The City understands that ABC operates an elite level training program which may include Sparring with individuals who may not be City residents, or members of the Charles Houston Recreation Center. In the event that such individuals are to be on premise, ABC must submit information about each individual in advance including name, dates of participation, frequency, etc., and individual must sign-in and pay the appropriate fees associated with their residency status.

The City also understands that from time to time, the elite training program may require competitive boxers to train at times outside of the 4:30-9:00pm time slot. Should ABC wish to operate their training program outside of the 4:30-9:00pm time slot, ABC must submit a request

for consent to the City no less than 24 hours in advance of the requested time for consideration and approval. With advance consent, the City will allow such training to occur provided it does not conflict with or otherwise impact any previously scheduled programming in the space. In exchange for this consideration, members of ABC's elite fight team will volunteer their time to work with children. A list of these fighters will be provided to the City (specifically the Charles Houston Recreation Center) in advance, along with the volunteer list for vetting and registration purposes.

3.B.8 The City shall provide FFC with a total of four (4) swipe cards for entry into the Premises. These swipe cards shall be used exclusively by the coaches and authorized volunteers who must be named on the roster required by paragraphs 3.A.6 and 3.B.6, above.

3.B.9 All participants, and if applicable, accompanying parents and adults shall sign in at the front desk of the Charles Houston Recreation Center prior to entering the Premises. Any coach or volunteer not listed on the roster required by paragraphs 3.A.6 and 3.B.6, must also sign in at the front desk and may be subject to a daily participation fee. If any participant, coach, volunteer and/or accompanying adult fail to do this, they may be dismissed from the FFC programs and/or removed from the Charles Houston Recreation Center. Members of ABC in good standing may use the equipment in the Charles Houston Recreation Center fitness center, provided they abide by all City regulations for conduct and age while in the fitness center.

3.B.10 The City agrees to actively market the boxing programs within the City of Alexandria by doing the following:

A. Advertising the programs, including classes for all age groups, in the City of Alexandria Department of Recreation, Parks and Cultural Activities brochure.

3.B.11 FFC agrees to meet quarterly (which may be in-person, or over the phone) with the City of Alexandria's Department of Recreation, Parks and Cultural Activities during the term of this Agreement to review both parties' compliance with the terms of the lease and general operating guidelines, and to review the Licensee's marketing efforts regarding the Boxing Club program and to provide guidance and assistance, if needed, to improve Licensee's efforts to market the programs.

CITY'S USE OF THE PREMISES

The City shall have the exclusive use of the Premises Monday through Friday from 9:00 am until 4:00 pm, on Saturdays from 2:00 pm until closing and all day on Sundays.

4. EQUIPMENT

FFC shall allow the City to use the heavy bags and speed bags. The City and ABC and/or FFC shall share the costs of repair and replacement of the shared equipment. The City shall have no right to use the medicine balls, gloves, weight, resistance bands, boxing ring, treadmills, elliptical machines, stationary bikes and free weights

5. LICENSEES' USE OF PREMISES OUTSIDE OF AGREED DATES/TIMES

5.1 FFC shall contact the City at least five (5) business days for prior authorization to use the Premises for days and/or times that are not set forth in paragraphs 3.A.1 and 3.B.1 above. The City will provide FFC with a list of staff names and contact information which they may contact to request such use.

5.2 Any and all FFC events other than those set forth in paragraph 3 above, shall not be governed by this Agreement and FFC shall apply and follow all city rules, regulations, guidelines for any such events including but limited to obtaining a Special Event permit or other authorizations required by the City.

6. JANITORIAL SERVICES, MAINTENANCE AND REPAIRS

6.1 The City shall be responsible for all janitorial services necessary to prepare the Premises for daily occupancy by FFC, and shall be responsible for all janitorial services which may be required to restore the Premises to a clean and orderly condition after the conclusion of FFC's daily activities.

6.2 The City shall be responsible for the operation and maintenance of the Charles Houston Recreation Center during the term of this Agreement. The City shall maintain all water mains, sanitary sewer lines, storm drains and structures associated with the mains and lines on the property at present standards, and shall be responsible for payment of all utility costs incurred with respect to the Premises.

6.3 Licensees agree and warrant that at the termination of this Agreement, FFC shall deliver the Premises in as good order and repair as the same was at the beginning of this Agreement, reasonable wear and tear expected, and, subject to any agreement of the City, FFC shall make repairs and restorations as elsewhere herein provided.

6.4 FFC shall be liable for any damage to the Premises that results from its use of the Premises. FFC shall not hold the City liable for any damage to FFC's property located on the Premises.

6.5 FFC shall allow the City or its representative to enter the Premises at reasonable times to examine or inspect it at any time during the term of this Agreement.

7. INSURANCE

FFC shall demonstrate, to the satisfaction of the City, that FFC is covered by a combined single-limit General Liability Insurance in the minimum amount of \$2,000,000 per person. Coverages are to be included on: (1) bodily injury liability, and (2) property damage. The City shall be listed as an additional named insured. FFC agrees to maintain such insurance throughout the term of this Agreement, and any renewal thereof, and to furnish evidence to the City of such coverage prior to the effective date, and throughout the term, of this Agreement and any renewal thereof.

8. INDEMNIFICATION

8.1 FFC shall indemnify and hold harmless the City and all of its agents, officers and employees from and against any suits, actions, causes of action, claims, damages, losses, omission costs or expenses (including attorney's fees), to the extent permitted by law arising from or related in any way to any bodily or personal injury or property damage sustained by any of FFC's employees, agents, guests, invitees, licensees, permittees, and participants, including but not limited to any and all individuals related in any way with the Alexandria Boxing Club, while located upon the Premises.

8.2 The City shall not be liable for any injuries and/or damages to any individual and/or property that occur under the terms of this Agreement.

9. CONSTRUCTION, REPAIR AND/OR RENOVATION OF PREMISES

Use of the Premises shall be dependent upon scheduling by the City of construction activities, facility improvement activities, maintenance activities, and renovation activities, plus any emergencies or emergency repairs or events that restrict access or use of the space by the Licensees (collectively, "Facility Events"). The City will provide reasonable notice of Facility Events. If a Facility Event requires the moving of FFC and its programs set forth in paragraph 3, above, the City will attempt to assist FFC to locate another space, but, if the City fails to do so then FFC shall be responsible for finding an alternate location.

10. GENERAL TERMS

10.1 All of the terms, covenants, agreements, and provisions herein contained shall bind and insure to the benefit of the city, FFC, and their respective heirs, distribute s, executors, administrators, successors, and assigns; provided however, that FFC shall not transfer, assign, or sublet its interest herein without the written consent of the City which consent shall not be unreasonably withheld.

10.2 The City will not be responsible for commitments or agreements arising under law or contract and entered into by FFC with any other person, persons, organization, association, corporation or other entity whatsoever.

10.3 Charles Houston Recreation Center staff, and Alexandria Boxing Club staff, coaches and volunteers will each sign the attached acknowledgement of the terms of this agreement.

10.4 This Agreement contains the entire agreement between the parties hereto and shall not be changed or modified in any manner except by in writing properly executed by them.

11. TERMINATION

This Agreement may be terminated at any time by either party, provided that five (5) days written notice of the intention to terminate is given to the other party; provided, however, that if the Licensees fail to maintain the insurance required by paragraph 8 of this Agreement, or Licensees fail to comply with paragraph 3 of this Agreement, the City may immediately terminate this Agreement.

12. NOTIFICATION

Unless otherwise designated in writing, all notices required or permitted to be sent to the Licensor shall be given in writing to:

James Spengler, Department Director
Department of Recreation, Parks and Cultural Activities
1108 Jefferson Street
Alexandria, Virginia 22314

Unless otherwise designated in writing, all notices required or permitted hereunder to be sent to Licensees shall be given in writing to:

FFC: Keith Gordon, President & CEO
Fight For Children
1029 Vermont Avenue, NW, Suite 300
Washington, DC 20005

All notices shall be deemed served if hand-delivered or sent by United States registered or certified mail, return receipt requested, or by a nationally recognized delivery service with signed evidence of receipt. Notices shall be effective upon receipt.

IN WITNESS WHERE, the parties hereto have caused this agreement to be executed by their duly authorized officials.

LICENSEE:

FIGHT FOR CHILDREN, INC.

LICENSOR:

CITY OF ALEXANDRIA, a municipal
corporation

By:_____By:_____

Keith Gordon, President & CEO,
Fight for Children

Mark Jinks, City Manager, City of
Alexandria

Charles Houston Recreation Center and Fight for Children, Alexandria Boxing Club

Staff, Coaches and Volunteers Acknowledgement of License Agreement Conditions

The City of Alexandria, Department of Recreation, Parks and Cultural Activities (RPCA) and Fight for Children (FFC) have signed a license agreement related to the Alexandria Boxing Club use of space at the Charles Houston Recreation Center at 901 Wythe Street. The following information describes the general terms related to this agreement to use of the building. All Charles Houston staff and FFC/Alexandria Boxing Club staff, coaches and volunteers shall acknowledge their understanding of these terms by signing a copy of this document. Signed acknowledgements will be kept on file at the Charles Houston Recreation Center.

Days and Hours of Use

The FFC Alexandria Boxing Club may use and occupy the 1,800 s.f. boxing facility located in the west wing of the Charles Houston Recreation Center during the following days and hours, and for the following uses:

- Monday through Friday, 4:30-6:30 p.m. for Elementary School Age youth (5-12 years old) for the **Elementary After School Program**;
- Monday through Friday, 6:30-9:00 p.m. for participants (11-17 years old) and adults (18+ years old) for the **Boxing Training Program**; and
- Saturdays, 9:00 a.m. to 2:00 p.m. for the **Boxing Training Program**.

Any additional use of the boxing facility space by the FFC Alexandria Boxing Club must be requested for prior authorization a minimum of five (5) business days in advance. A request for the space for sparring, outside of the hours listed above, use must be requested a minimum of 24 hours in advance.

The City shall have exclusive use of the boxing facility during the following days and hours:

- Monday through Friday, 9:00 a.m. to 4:00 p.m.;
- Saturdays, 2:00 p.m. to closing; and
- Sundays, all day.

Equipment

The City and the FFC Alexandria Boxing Club shall have use of the heavy bags and speed bags. Only the FFC Alexandria Boxing Club shall have use of the boxing ring, medicine balls, gloves, weights and resistance bands.

Registration and Fees

Elementary After School Program:

- ALL participants in the program must register in RecTrac (with a FFC activity code) with the Charles Houston Recreation Center (no participant will be permitted to start the program without registering);
- City of Alexandria residents shall have priority to register in the program;
- Non-City of Alexandria residents shall pay the daily admission fee or purchase a monthly or yearly pass to the Charles Houston Recreation Center;
- FFC Alexandria Boxing Club will provide a (confirmation) roster listing the names of all participants (and including parent/guardian, address, and birth date) in the program to Charles Houston Recreation Center staff within ten (10) days after the start of the program; and
- ALL participants must check-in at the front desk.

Boxing Training Program:

- ALL participants in the program must register in RecTrac (with a FFC activity code) with the Charles Houston Recreation Center (no participant will be permitted to start the program without registering);
- City of Alexandria resident participants aged 11-17 will not be charged;
- Non-city of Alexandria resident participants aged 11-17 must pay the daily admission fee or purchase a monthly or yearly pass;
- ALL participants age 18 and older, City of Alexandria residents and non-residents must pay the applicable daily admission fee or purchase a monthly or yearly pass;
- FFC Alexandria Boxing Club will provide a (confirmation) roster listing the names of all participants (and including parent/guardian if under 18, address, and birth date) in the program to Charles Houston Recreation Center staff within ten (10) days after the start of the program; and
- ALL participants must check-in at the front desk.

Adult participants in the Boxing Training Program, paying daily admission or through use of a monthly or yearly pass, may use the fitness room at the Charles Houston Recreation Center.

Youth participants do not have access to the fitness room or gymnasium in conjunction with their participation in the Alexandria Boxing Club program(s).

I acknowledge that I have received and read a copy of the lease conditions listed above.

Signature of Charles Houston or ABC Staff/Coach/Volunteer

Date