

LICENSE AGREEMENT

This License Agreement is entered into between _____ HAMMOND, INDIANA and the Civil City of Hammond, Indiana. The purpose of this License Agreement is to provide _____ and its representative, _____ access to City property located at _____ Avenue/Street, Hammond, Indiana ("property"). Access is needed in order to conduct environmental monitoring. The City property covered by this Agreement is described on a map, which is attached as Exhibit "A" to this License Agreement. The License Agreement is made subject to the conditions set forth below.

I. ACCESS

1. _____ and its representative, _____ shall have access to the property for undertaking and conducting activities covered by this Agreement.
2. _____ and its representative, _____ shall conduct its activities on the property in a manner that will not interfere with any City operations being conducted on the property.

II. SCOPE OF LICENSE

This License Agreement gives _____ and its representative, _____ the right to enter onto the property for the following purposes:

1. Assessing soil, surface water, and groundwater contamination;
2. Extracting samples from the soil, surface water or groundwater; and
3. Performing other related site assessment.

III. SITE ASSESSMENT

1. _____ and its representative, _____ shall provide, all sampling data associated with this project to the Hammond Department of Environmental Management or its designated representative within five (5) business days after receipt from laboratory.
2. _____ and its representative, _____ shall give reasonable notice prior to the installation or removal of any monitoring wells or the initiation of any monitoring.

IV. MATERIALS REMOVED FROM SITE

Any samples, waste materials, soil cuttings, hazardous wastes, hazardous substances, pollutants, contaminants, or free product which, results from activities conducted under this Agreement shall be the sole property of _____ and shall be handled, stored, treated, transported, and disposed of, as necessary, in accordance with all applicable local, state, and federal laws, regulations, and ordinances.

V. TOOLS AND EQUIPMENT

All tools, equipment or other property placed upon the property by _____ or its representative, _____ shall remain the property of _____ or its representative, _____ and shall be removed immediately after the expiration of this Agreement.

VI. SITE CONDITION

_____ and its representative, _____ shall conduct its activities in a manner so as to minimize the disturbance to existing site conditions. Any disturbance to the property resulting from _____ and its representative, _____ shall pave and/or provide appropriate landscaping so as to restore the property to its original condition.

VII. INDEMNIFICATION AGREEMENT

1. _____ and its representative, _____ will indemnify and hold harmless the Civil City of Hammond, Indiana from all actions, claims, demands, liabilities, and damages which may be imposed on or incurred by the Civil City of Hammond, Indiana as a consequence of any negligent or intentional act or omission on the part of _____ and its representative, _____ or anyone acting on behalf of _____ and its representative, _____, in the exercise of its rights under this License Agreement.
2. In the performance of its obligation hereunder, _____ and its representative, _____ will observe any and all local, state, and federal safety, health, and environmental regulations which may be applicable. _____ and its representative, _____ will indemnify and hold harmless the Civil City of Hammond, Indiana

from all actions, claims, demands, liabilities, and damages that may be imposed as a result of _____ and its representative, _____ failure to observe any applicable safety, health, and environmental regulations.

VIII. GOVERNING LAW

The law of the State of Indiana shall apply to the interpretation of this License Agreement and to the resolution of any disputes arising out of the matter set forth herein.

IX. TERM OF LICENSE AGREEMENT

This License Agreement shall be effective on _____ and shall continue in effect until _____ completes the requisite assessment or one (1) year from the effective date of this License Agreement whichever occurs first.

X. TERMINATION OF LICENSE AGREEMENT

Either party may terminate this License Agreement prior to the expiration of the term set forth in Section IX above if the other party violates any condition of the License Agreement. Any termination thereunder shall be effective thirty (30) days after written notification to the other party.

XI. ASSIGNABILITY

This License Agreement is not assignable.

XII. STIPULATED PENALTIES

_____ and its representative, _____ agrees to pay a penalty of Two Thousand Dollars (\$2,000.00) per day, per violation, until the violation is corrected, should any of the terms of this agreement be breached by _____ or its representative, _____

Corporation/Business:

**HAMMOND BOARD OF PUBLIC
WORKS AND SAFETY**

By: _____

Title: _____

Printed
Name: _____

Environmental Firm:

By: _____

Title: _____

Printed
Name: _____