

**LICENSE AGREEMENT**  
**CITY OF HYATTSVILLE**  
**AND**  
**KAY MANAGEMENT COMPANY, INC.**

THIS LICENSE AGREEMENT ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Hyattsville (the "City"), a municipality of the State of Maryland and Kay Management Company, Inc. ("Licensor").

**WHEREAS**, the City owns and maintains a Digital Display Messaging sign ("Sign") to be located at 2731 Nicholson Street, Hyattsville, MD 20782; and

**WHEREAS**, the City desires to use a site, located outside the Kirkland Apartment building, 2731 Nicholson Street, Hyattsville, Maryland, which is owned and operated by Kay Management Company, Inc. (the "Premises"), for the purposes of locating the Sign to provide information on City services, programs, upcoming news and emergency notices to West Hyattsville residents; and

**WHEREAS**, Licensor agrees to provide the City with twenty-four seven access to the Premises;

**WHEREAS**, The parties have agreed the City will solely provide, maintain, service and operate the Sign under the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the use of the Premises and mutual agreements hereinafter set out, the parties hereto agree as follows:

**1. RESPONSIBILITIES OF LICENSOR.** The City and its agents shall be permitted to access to the Premises and to use the Premises, at any time, from \_\_\_\_\_, 2024 through \_\_\_\_\_, \_\_\_\_\_. Licensor agrees to provide the City with access to the site located on the property of Kirland Apartments to sufficiently enable

the City to access to the Sign for the purpose of operating, maintaining, and servicing of the Sign.

**2. RESPONSIBILITIES OF THE CITY.** The City agrees to be solely responsible for the operations, maintenance, and servicing of the Sign; and all costs relating to the maintenance and utilities for the Sign thereto shall be the sole responsibility.

**3. PAYMENT.** As consideration for the Services, The City shall pay Kay Management Company, Inc., \$945 on an annual basis for the costs of the utilities to run the sign at the site excepting any claim for indemnification pursuant to the terms set forth in Section 6.

**4. RENEWABLE ANNUALLY:** This AGREEMENT shall be renewed annually on the first day of July of each year.

**5. NOTICE.** Any required notices or other communications under this AGREEMENT shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving Party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

To Licensor:	Kay Management Company, Inc. J. Clark Melillo, President Phone: 301-589-8045 Email: Clark@KayApartments.com
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To the City:	Tracey Douglas, City Administrator Phone: 240-573-6668 Email: <a href="mailto:tdouglas@hyattsville.org">tdouglas@hyattsville.org</a>
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**4.1** Either party may change the person or address for notices by written notice to the other party.

**4.2** Notices shall be deemed given when received or three (3) business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one (1) business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS).

**5. TERMINATION.** Either Party may terminate this Agreement prior to the expiration of the initial term of this Agreement by giving no less than sixty (60) days written notice to the other Party of their intentions to terminate this AGREEMENT on a date specified in the notice.

**6. INDEMNIFICATION.** The City shall be responsible for any loss, personal injury, death, and any other damages that may be done or suffered by reason of the City's negligence or failure to perform any obligations under this Agreement. For purposes of this Section, "City" includes its agencies, departments, officers, agents, elected and appointed officials, and employees.

Licensor agrees to defend, indemnify, and hold harmless the City, its employees, agents and contractors from any and all claims, demands, suits, losses, liabilities, damages or payments, including reasonable attorneys' fees, arising out any damage to the electronic sign and appurtenances thereto, caused by Licensor, by any person or entity directly engaged by Licensor to act on Licensor's behalf, or by the presence of encroachments constructed or installed by Licensor.

**7. INSURANCE.** During the term of this agreement, the City agrees to maintain commercial general liability insurance in a minimum amount of \_\_\_\_\_ (\$\_\_\_\_\_) per occurrence and \_\_\_\_\_ (\$\_\_\_\_\_) in the aggregate.

**8. GOVERNING LAW.** This Agreement shall be deemed to have been made and entered into in Maryland and shall be interpreted and construed in accordance with the laws of the State of Maryland.

**9. ENTIRE AGREEMENT, MODIFICATION AND CHANGES.** This Agreement contains all the terms, conditions and understandings agreed upon by the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Nothing contained in this Agreement shall constitute or be considered to be or to establish a partnership or joint venture between Licensor and the City. There shall be no modifications of this Agreement except as are in writing, signed and dated by both parties. Neither party hereto shall assign or transfer all or any part of the Agreement or any interest therein except on the written consent of the other party or as otherwise provided by this Agreement. This Agreement may be executed electronically and in counterparts, each copy of which shall constitute an original document. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**10. NO LEASE RIGHTS.** Nothing contained in this Agreement shall be construed by the parties to constitute a lease to City of any particular or specific portion of the Premises, and it is agreed by the parties that insofar as City may or shall use any portion of said Premises, it does so as a licensee only, and the Licensor shall, at all times, have full and free access to the same.

**7.1 11. NON-DISCRIMINATION AND COMPLIANCE WITH APPLICABLE LAW.** The Parties agree that neither party shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression. The Parties also agree to comply with all applicable federal, state, county, and city laws, regulations, or ordinances.

**12. VALIDITY AND CHANGE OF LAWS.** If there is a change in any law, regulation or rule, state or federal, which affects this agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party. If at any time either party reasonably believes in good faith based upon an opinion of reputable health care counsel that this Agreement or the performance by that party of any of its obligations under this Agreement violates any law or regulation, state or federal, or could result in the loss or restriction of that party's license or that party's right to participate in Medicare, Medicaid or any other governmental program, then that party may,

upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within forty-five (45) days after the date of the notice seeking renegotiation, then either party may immediately terminate this Agreement by written notice to the other party.

**[The remainder of this page is intentionally left blank—signature page follows]**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands at the time and place first hereinabove written.

The City:

By: City of Hyattsville  
Name: Tracey Douglas  
Title: City Administrator

Date:

Licensors:

By: Kay Management Company, Inc.  
Name: J. Clark Melillo  
Title: President

Date:

## **EXHIBIT A**

The Parties agree that the City shall be entitled to use a site located on the Premises of the Kirkland Apartment building, located at 2731 Nicholson Street, Hyattsville, MD 20782.