

RESOLUTION NO. 2-2023
Harrisburg Redevelopment Authority

RESOLVED, by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a License Agreement with Wagman Construction, Inc. for Suite 201 – 201A at the Harrisburg Transportation Center, in accordance with the following specifics.

Approximate Floor Area: 4,453 square feet

Term: Eleven months, February 1, 2023 – December 31, 2023

Proposed Rent for Suites 201-201A: \$38,500.00 /\$3,500.00 month

3/8/23

Date

Alexander M. M.

Secretary

HARRISBURG REDEVELOPMENT AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made this 1 day of February, 2023, between the

REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG, party
of the first part (hereinafter called "Licensor"),

AND

WAGMAN CONSTRUCTION, INC., party of the second part (hereinafter called
"Licensee").

WITNESSETH, that the said party of the first part, in consideration of the covenants hereinafter mentioned, and does grant Licensee the privilege to use Suite 201-201A (as shown in Exhibit "A") of the Harrisburg Transportation Center for the purpose of Construction Office.

THIS LICENSE AGREEMENT IS MADE AND ACCEPTED ON THE FOLLOWING CONDITIONS:

1. The term of this License shall be:

Date:

Time: Start: **February 1, 2023**

- End: **December 31, 2023**

2. The Licensee shall pay **Three Thousand Five Hundred Dollars and 00/100 Cents (\$3,500.00)** per month.
3. The Licensee shall pay the Licensor the sum of **Three Thousand Five Hundred Dollars and 00/100 Cents (\$3,500.00)** as a security deposit to ensure that at the expiration of the Agreement the premises will be restored to the same condition in which it was at the commencement of the Agreement. In the event the Licensee shall fail to restore said premises to its original condition, the additional cost for restoration shall be paid with the security deposit. Any additional cost for restoration incurred by the Licensor will be treated as additional rent due and owing under the Agreement. This security deposit shall not accrue interest for the Licensee and, providing Licensor incurs no cost for restoration, said security deposit shall be promptly refunded to Licensee within 30 days.
4. The Licensee shall provide the Licensor with a Certificate of Insurance naming the Licensor as an additional insured. The insurance shall be in an amount satisfactory to Licensor but shall not be less than \$1,000,000 of general liability insurance covering both property damage and personal injury.

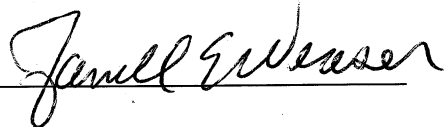
5. The premises shall be used solely for the purposes stated above. Said Licensee shall not carry on or permit any unlawful or immoral business or activity in or about the premises.
6. The Licensors shall not be liable for any loss, theft, or damage of any property belonging to or in the custody and care of Licensee or injury to Licensee, its agents, servants, employees, invitees or representatives.
7. The Licensee shall not make any physical alterations or improvements to the premises designated for use by the Licensee. Licensors agree to maintain the premises and vicinity in a clean and orderly manner and in good repair during the time of use.
8. The Licensee shall comply with all laws, orders and regulations of federal, state, county or municipal authorities, and obtain any permits required by federal, state, county or municipal authorities pursuant to law, which shall impose certain duties and requirements upon Licensee with respect to the usage for which this License is granted.
9. The Licensee, its agents, servants, employees, invitees or representatives shall not park its vehicles in areas designated for public use, nor in any other area which has not been designated as legal parking, nor shall Licensee permit or allow the congestion of traffic resulting from Licensee, its agents', servants', employees', invitees' or representatives' use of the premises.
10. The Licensee's use of the premises shall be limited to the area as outlined on Exhibit "A". Licensee shall be required to maintain its agents, servants, invitees or representatives within this area.
11. No signage, lighting or lettering shall be displayed, nor shall any structure or installation, temporary or otherwise be installed without prior written approval by Licensors.
13. All damages or injuries done to the premises shall be repaired by Licensors and Licensee covenants and agrees to pay for all repairs upon 5 days' written notice to it by Licensors, and if Licensee neglects to make said payment within 30 days after said notice is given to it, the Licensors shall have the right to take all action required to collect the same.
14. In consideration of the use of the premises, Licensee does hereby release, indemnify and hold harmless the Licensors, its employees, agents and the tenants of the Harrisburg Redevelopment Authority, their agents and employees, against all claims, suits, proceedings, costs, expenses, judgments, damages and liabilities (including attorneys' fees) with respect to personal damage (including death) and loss, damage to or destruction of property (including loss of use thereof) arising out of, connected

with or resulting from the use of the premises. Licensee shall be liable for damages or injuries to persons or property, including Licensor's and Licensee's agents, employees, servants, invitees or representatives, arising from the conduct, management or performance of any activity by Licensee, its agents, servants or representatives, pursuant to this License.

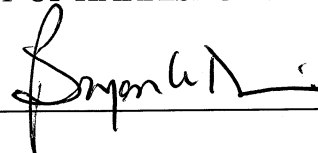
15. Upon the expiration of this License Agreement, Licensee shall immediately remove all of Licensee's property under its custody and care from the Harrisburg Transportation Center premises and will promptly surrender the premises in a condition equal to what it was at the commencement of its use. If Licensee shall not, for whatever reason, comply with these requirements, Licensor shall have the right to do all such work and to remove and store Licensee's property, or property under Licensee's custody and care, away from the Harrisburg Transportation Center premises at the Licensee's sole risk and cost.
16. The Licensor and its duly authorized agents or representatives reserve the right to terminate this License Agreement at any time for any reason without prior notice. If termination occurs in this manner, Licensee shall promptly remove all of Licensee's property, or property under Licensee's custody and care, and vacate the premises in a clean and orderly manner and in good repair. It is agreed that Licensor shall not incur any liability whatsoever for any early termination.
17. Licensee may not assign this License without the prior written consent of the Licensor.
18. Licensee shall comply with all items contained within "Harrisburg Transportation Center Rules and Regulations" attached Exhibit "B" and hereby incorporated herein.
19. It is expressly understood by the parties that the whole agreement is embodied in this Agreement and that no part or item is omitted.

WITNESS the hands and seals of the parties the day and year first above written.

LICENSOR:
REDEVELOPMENT AUTHORITY OF THE
CITY OF HARRISBURG



WITNESS

By 

Title Ex. Director

LICENSEE:
WAGMAN CONSTRUCTION, INC.

Lisa Dembowitz

WITNESS

By Mark G. Marnes

Title Vice-President of Construction