

LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement is made this ____ day of June, 2025 by and between Buttermilk Enterprises, LLC as Licensors and Beechwood Independent Schools as Licensee.

WHEREAS:

Licensors are the owners of the real property consisting of approximately 2.34 acres on Buttermilk Pike (the "Premises"), more particularly described on Exhibit "A" attached hereto, and Licensee has requested temporary use of the Premises.

NOW THEREFORE:

For and in consideration of the agreements and covenants made herein, Licensors and Licensee hereby agree as follows:

Permitted Use: Licensors grant Licensee the right to use the Premises for the parking of up to 5 school busses and 5 passenger vehicles for drivers on the dedicated portion of the property as defined on Exhibit "A".

License Term: The Term of this License Agreement shall be from August 1, 2025, through July 31, 2026, cancellable by either party with a 120 days' written notice.

Licensee shall have an option to renew the Lease upon 120 days advance written notice to Landlord for an additional one (1) year term unless Licensors decide to market the property for sale or land lease. If the Tenant's option to renew is not exercised with 120 days' notice before the end of the original Lease Term, it shall expire.

Option To Terminate: Licensors and Licensee shall each have the Option to Terminate this lease without penalty by providing the other party with no less than four (4) months written notice.

Indemnity: Licensee agrees to indemnify and hold Licensors harmless for any and all liability related to Licensee's use of the Premises. Further, Licensee is required to provide Licensors with a certificate of insurance for a minimum \$2,000,000.00, listing Buttermilk Enterprises, LLC and William Zalla Construction Co., Inc., as additional insured.

- Parking is available for up to 5 vehicles, license plate number and vehicle make, and model will be provided to Licensors.

- Licensee is permitted to install charging stations, metering and any other work needed including temporary parking lot lighting to obtain needed services. Licensee shall be responsible for metering and paying for usage on a monthly basis. Licensee acknowledges that Licensor has no responsibility to provide electrical service to the transformer, light pole or charging stations.
- Licensee will provide Licensor two (2) emergency names and contact numbers in the event of emergency.
- Licensee's employees or agents are permitted to use the parking lot during normal business hours (Monday – Friday 6:00 AM to 7:00 PM/ Saturday 8:00 AM –6:00 PM) and do so at their own risk. The building owner and or management company assumes no liability or responsibility for any lost, stolen or damaged vehicles, contents or personal injury as a result of any authorized employees or agents using the parking lot.
- The rate is \$500.00 per month, beginning August 1, 2024. Licensee shall pay rent without demand or notice to Landlord at 2333 Anderson Road, Crescent Springs, Kentucky 41017.
- Licensee agrees to return the Premises in the same condition as when received if so requested by Licensor.

Licensor:
BUTTERMILK ENTERPRISES, LLC

Licensee:
BEECHWOOD INDEPENDENT
SCHOOLS

David Heidrich, Manager

Superintendent/Designee

EXHIBIT A
Premises with Parking Designation

