

LICENSE AGREEMENT AND RELEASE

THIS LICENSE AGREEMENT AND RELEASE (this "Agreement") is made as of 11-26-24 by and between the **ALBERMARLE COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("the County"), on behalf of its Department of Fire and Rescue ("ACFR") and Department of Police ("ACPD"), and MUSIC TODAY II, LLC (SCC No. S6652202), a Virginia limited liability company ("Owner"), collectively (the "Parties").

RECITALS

WHEREAS, Owner is the owner of a facility located at 5391 Three Notch' D Rd located in Crozet, Virginia (the "Location");

AND WHEREAS, ACFR and ACPD intend to hold an event consisting of training exercises for its employees at the Location during the period of January 21st, 2025, through and including January 31st, 2025;

NOW, THEREFORE, in consideration of the foregoing recitals, mutual agreements, covenants and promises contained in this Agreement and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Owner and the County hereby agree as follows:

AGREEMENTS

1. **Licensed Property.** Owner represents that the Location area as described in Exhibit A ("Licensed Property") is available for training activities and is the area that is licensed to the County during the License Term.
2. **License term.** For the period January 21st – January 31st, 2025 ("License Term"), Owner licenses the Property to the County for use consistent with ACFR and ACPD training activities.
3. **Training activities.** ACFR and ACPD intend to engage in non-destructive exercises ("Training Activities"). ACFR and ACPD personnel will not use live ammunition or simulated munitions and will not engage in breaching activities.
4. **License payment.** Owner will not require the County to pay for use of the Licensed Property during the License Term.
5. **Owner responsibilities.** Owner acknowledges that, although unlikely and unintended, the County may damage the structure during the Training Activities. As such, prior to the License Term, Owner will remove any personal property, fixtures, or other items that Owner does not want to be damaged. Further, Owner will ensure that no other persons will be permitted in the Licensed Property during the License Term, including but not limited to Owner's employees, contractors, or agents. The County agrees to use reasonable care to avoid any unnecessary damage to property in connection with the Training Activities. Owner acknowledges and agrees that neither the County nor any of its boards, employees, volunteers or agents, including any volunteer fire and rescue department that is part of the Albemarle County Coordinated Fire and Rescue system, shall be liable for any property damage the County, its employees, or volunteers may cause to the Licensed Property as a result of the Training Activities.

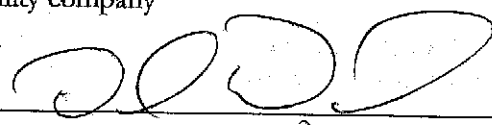
- A. Prior to the License Term, Owner will make available the Licensed Property for inspection by representatives of the County. Owner will make known to County representatives of any known hazards present on the Licensed Property. It will be the responsibility of the County to determine the safety and fitness of the Licensed Property for the training exercises.
- B. If Owner has complied with this Section (5), Owner shall not be responsible for any property damage or personal injury suffered by the County or its employees, agents, or volunteers. This is expressly a conditional release.
6. No waiver of immunity. Nothing set forth within this Agreement is intended, or shall any provision be construed, as a waiver of any sovereign or governmental immunity to which the County, its officers, volunteers, and employees may be entitled.
7. Termination. Notwithstanding anything to the contrary contained herein, Owner may terminate this Agreement at any time prior to the License Term, orally or in writing, delivered to any representative of the County.
8. Binding effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
9. Governing law and venue. The validity, interpretation and effect of this Agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia, without regard to any conflicts of law provisions. Venue for any action under this Agreement will be made in a court of competent jurisdiction for Albemarle County, Virginia.
10. Entire agreement. This Agreement is the complete agreement of the parties with respect to the subject matter hereof and may not be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. By their signatures below, the individuals represent that they have authority to bind their respective organizations.

ALBERMARLE COUNTY, VIRGINIA

MUSIC TODAY II, LLC, a Virginia limited liability company

By: _____

By:  _____

Name: _____

Name: DEL WOOLLY

Title: _____

Title: CEO

