

OTHER THAN COMPLETION OF BLANKS, DO NOT MAKE CHANGES TO THIS FORM

MAINTENANCE AGREEMENT
Sign or Structures in County Right-of-Way

THIS AGREEMENT, made this ____ day of _____, 20____, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the “County”) and _____ (the “Licensee”).

WHEREAS, the County owns or will own certain fee simple rights-of-way at _____ in Anne Arundel County, Maryland (the “Property”); and

WHEREAS, the Licensee has requested to locate an entry sign (“Sign”) or gate house structure (“Structure”) on the Property, at the location shown on **Exhibit A**, attached hereto and made a part hereof, Permit # _____ (the “Licensed Site”); and

WHEREAS, the County is willing to allow the Licensee to use the Licensed Site for a Sign or Structure, provided that the Licensee adheres to all requirements of Anne Arundel County Code (“Code”), the County Standards for Gatehouses, Fences and Special Community Signs Within a County Right-of-Way (“Standards”), the Design Manual (“Manual”), and the County’s Standard Specifications and Details for Construction (“Specifications”), copies of which are available from the County Office of Planning and Zoning, 2664 Riva Road, Annapolis, Maryland 21401, the receipt or review of which is hereby acknowledged, and the terms of which are incorporated herein by reference;

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises and covenants contained herein, the parties hereby covenant and agree as follows:

1. A. The County does hereby grant a non-exclusive license to the Licensee for the Licensed Site for the sole purpose of allowing the Licensee to enter the Licensed Site to provide, construct, install, and maintain a Sign or Structure in accordance with the Code, Standards, Manual, and Specifications, as set forth hereinabove. The Licensee shall make no other use of the Licensed Site.

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B. The Licensee accepts the Licensed Site in the condition in which it may then be, and waives any right or claim against the County arising out of the Licensed Site, including the improvements thereon, the appurtenances thereto, and the equipment thereof. The County makes no warranties or representations concerning the condition or safety of the Licensed Site. The Licensee shall use the Licensed Site at its own risk. The Licensee understands and agrees that it shall not interfere in any way with the County's use of the Licensed Site.

C. In the construction, installation, and maintenance of the Sign or Structure, the Licensee shall comply with all provisions of this Agreement, the Code, the Standards, the Manual, the Specifications, and any permits, plats, or site plans issued by the County. Failure to comply with any of the above shall be grounds for immediate termination of this Agreement by the County.

D. This License shall begin on the date of this Agreement and shall continue until terminated by either party as set forth herein.

2. The Licensee shall provide, construct, or install the Sign or Structure within one year of the date of this Agreement, except that the Planning and Zoning Officer, at his/her sole discretion, may grant one extension, for no more than six months, if the said construction or installation cannot be accomplished within one year because of construction time frames or other obstacles. Immediately after construction or installation of the Sign or Structure, the Licensee shall request the County to make an inspection of the construction or installation. If the Sign or Structure is not installed within one year from the date of this Agreement (as extended), this License shall terminate without the need for further action by either party.

3. The Licensee shall pay all fees as may be required by the Code. There shall be no other fee for this Agreement. Licensee acknowledges that this Agreement is not a substitute for a Right-of-Way Permit for work to be performed in a County Right-of-Way, or any other Federal, State, or County permit required in order to install and maintain the Sign or Structure, and Licensee agrees that it shall obtain all such permits.

4. The Licensee shall provide security for the construction, installation, and maintenance obligations for the Sign or Structure and use of the Licensed Site arising under this

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Agreement, the Code, Standards, Manual, and Specifications. The Licensee may request release of the security after the installation of the Structure or Sign is approved after inspection. The security shall be in an amount equal to the amount of the approved cost estimate, as follows:

(A) certified or cashier's check no. _____ in the amount of \$ _____ and attached to this Agreement; or

(B) an irrevocable letter of credit from a financial institution acceptable to the Controller in the amount of \$ _____ and attached to this Agreement; or

(C) a performance bond in the amount of \$ _____ executed by the Licensee and a corporate surety authorized to do business in this State, and attached to this Agreement.

5. As a condition of this Agreement, the Licensee shall maintain the Sign or Structure. Such maintenance shall be subject to review and approval by the County. If the County finds the maintenance unacceptable, the Licensee, upon demand by the County, shall take all actions necessary to meet the County's requirements. The Licensee's failure to take such action within thirty (30) days of notice by the County will result in termination of this Agreement and will require the Licensee, at Licensee's sole expense, to remove the Sign or Structure and restore the Licensed Site, and any other part of the Property that has been disturbed in any way, to its original condition or a condition acceptable to the County's Department of Inspections and Permits ("Department").

6. In the event that either party determines the Sign or Structure installed by the Licensee must be relocated or removed because of work by the County, the Licensee, or other lawful occupants of the Property, the Licensee shall relocate or remove the Sign or Structure and shall be solely responsible for all expenses associated with such relocation or removal.

7. The Licensee may not assign or transfer all or any part of its interest in this License or the Licensed Site without the express written consent of the County, which consent may be granted or withheld by the County in its sole and absolute subjective discretion.

8. The Licensee shall purchase and maintain during the term of this Agreement Comprehensive Liability Insurance with liability limits of at least One Million Dollars (\$1,000,000.00) combined single limit on an occurrence basis covering all premises and operations

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and including Personal Injury, Independent Contractor, and Contractual Liability. The Licensee shall provide the County with Certificates of Insurance evidencing the coverage required herein prior to the execution of this Agreement. The Certificates of Insurance shall name the County, and its agents, servants, and employees as additional insureds under the Comprehensive Liability and Comprehensive Business Automobile policies of insurance for the work performed hereunder. The Certificates of Insurance shall provide that the County be given at least thirty (30) days notice of any cancellation or intent not to renew or any material change in coverage. The Licensee acknowledges that the provision of insurance required herein does not relieve the Licensee of any responsibilities or obligations by the Licensee under this Agreement or for which the Licensee may be liable by law or otherwise.

9. The County shall not be liable to the Licensee or to any other person whatsoever for any damages or injury from any cause whatsoever, except as otherwise provided by law. The Licensee agrees and shall indemnify, defend and save the County harmless from and against any liability and all claims of whatever nature arising from any act or omission of the Licensee, or its contractors, licensees, agents, servants, invitees, or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person or property occurring in, on, or about the Licensed Site or any part thereof or outside the Licensed Site, where such accident, damage, or injury results, or is claimed to have resulted from, an act or omission on the part of the Licensee or Licensee's contractors, licensees, agents, servants, invitees, or employees. This indemnification shall include all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including any expense of investigation and defense.

10. For the purposes of this Agreement, notice by one party to the other shall be sent via first-class mail, postage prepaid, as follows:

To: ANNE ARUNDEL COUNTY DEPARTMENT OF PUBLIC WORKS
2662 Riva Road. Annapolis, MD 21401

with a COPY to: ANNE ARUNDEL COUNTY OFFICE OF LAW

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2660 Riva Road, Annapolis, MD 21401

To LICENSEE: _____

with COPY to: _____

11. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Maryland. Any action brought by or between the parties shall vest jurisdiction and venue exclusively in Anne Arundel County, Maryland.

12. In addition to the terms of this Agreement, the Licensee is bound by all terms and conditions of the Code, Standards, Manual, and Specifications. Any failure to comply with all terms and conditions of the Code, Standards, Manual, Specifications, or this Agreement constitutes a default under this Agreement and shall result in a forfeiture of the security. In the event that the security is diminished or depleted by the Licensee’s failure to perform or by forfeiture under the terms of this Agreement, the County, at the County’s sole discretion, may require the Licensee to replenish the security to an amount equal to that specified in numbered Paragraph 4 of this Agreement.

13. If the Licensee, after reasonable notice, fail to correct any violation of the Code, Standards, Manual, Specifications, or this Agreement, the County may perform or cause to be performed the work necessary to correct the violation. The forfeited security may be used to complete the work and, if the County’s costs in completing the work are greater than the amount of the security, License shall be liable for the excess costs.

14. The County reserves the right to access the Property during the County’s normal business hours for inspection by the County or its agents or contractors, who may enter upon the Licensed Site at all reasonable times to inspect, install, construct, or maintain the Sign or Structure, or to otherwise ensure compliance with the terms of the Code, Standards, Manual, Specifications, or

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this Agreement. In the event that the Licensee or Licensee's successors fail to ensure compliance or are in default under this Agreement, the County may enter upon the Licensed Site at any reasonable time for the purpose of removing the Sign or Structure, at Licensee's expense.

15. This Agreement shall survive the execution of any deed, contract, or agreement by the Licensee or any person with an interest in the property and the conveyance of any interest in the property shall not merge therein.

16. This Agreement contains the full and final agreement between the parties and no other matter or term, unless in writing and duly executed by the parties, shall be considered as part of this Agreement.

17. The Licensee warrants that all Licensees or parties affected by or subject to this Agreement have signed below and have joined in this Agreement.

18. The parties hereto agree that this Agreement constitutes a contract under seal and that they intend the twelve (12) year statute of limitations period as set forth in Maryland Code Annotated, Courts & Judicial Proceedings Article §5-102 to apply to this Agreement.

19. At all times during the term of this Agreement, or any renewal, the Licensee shall not discriminate in its use of the Licensed Site against any person or group of persons because of the race, creed, color, sex, age, handicap, national origin, or ancestry of such person or group of persons.

20. A. Each of the following events shall constitute a default of this Agreement ("Default"):

(1) the Licensee's failure to pay any sums herein specified within ten (10) calendar days after receipt of written notice of said default of the date such fee or sums are due; or

(2) the Licensee's failure to perform or comply with any provisions of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice to the Licensee.

B. In the event of Default, the County may immediately terminate this Agreement upon written notice to the Licensee, and remove, or require Licensee to remove, the Sign

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or Structure from the Licensed Site, without prejudice to any other remedy which the County might be entitled to pursue.

C. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.

D. At the termination of this Agreement, the Licensee shall remove its Sign or Structure from the Licensed Site and shall ensure that the Licensed Site is in the same condition as at the beginning of the term of this Agreement, except for reasonable wear and tear.

21. No waiver by the County of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the Licensee of the same, or any consent or approval shall not be deemed to render unnecessary the obtaining of the County's consent to or approval of any subsequent act by the Licensee whether or not similar to the act so consented to or approved.

22. In the use of the Licensed Site under this Agreement, the Licensee shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the County and the Licensee, including employer and employee, partnership, principal and agent, or joint venturer.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and Seals on the date shown above.

WITNESS / ATTEST:

LICENSEE(s):

_____ (SEAL)

Name:

Title:

WITNESS / ATTEST:

LICENSEE(s):

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Name: _____(SEAL)
Title:

ANNE ARUNDEL COUNTY, MARYLAND

By: _____(SEAL)
Jenny B. Dempsey,
Planning and Zoning Officer

APPROVED FOR FORM
AND LEGAL SUFFICIENCY:

By: _____ Date: _____
Office of Law