

**LICENSE AGREEMENT FOR EXCLUSIVE SOFT DRINK CONCESSION  
AT THE PENNSYLVANIA FARM SHOW COMPLEX & EXPO CENTER**

THIS AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Commonwealth of Pennsylvania, Department of Agriculture, ("PDA") and \_\_\_\_\_ hereinafter referred to as LICENSEE.

WHEREAS, PDA had formally solicited proposals for a licensee as the exclusive soft drink concession for the Pennsylvania Farm Show Complex & Expo Center, 2300 North Cameron Street, Harrisburg PA 17110 ("FSC"); and

WHEREAS, PDA has determined that LICENSEE has submitted the most advantageous proposal and LICENSEE is willing to undertake the concession in connection therewith.

NOW THEREFORE, in consideration of terms and conditions contained in this LICENSE AGREEMENT, PDA AND LICENSEE agrees as follows:

**SECTION 1. LICENSE TERMS**

1.1 LICENSEE is hereby designated the "Official Soft Drink Provider" for the FSC, which includes such other rights and obligations as set forth herein, including: (i) the exclusive wholesale provider of soft drinks to (a) the official Food and Beverage Concessionaire of the FSC ("F&B Concessionaire") and (b) to any other food provider, caterer or entity approved by PDA to conduct business at the FSC that includes the sale or service of soft drinks (collectively referred to as "any other approved vendor") for resale to the public at the FSC; as well as (ii) installing and maintaining vending machines; and (iii) installing and maintaining soft drink dispensing equipment at the FSC, including systems requiring carbon dioxide (CO<sub>2</sub>) for the carbonation of single-serving sales in cups, and coolers, display cases and any other equipment necessary and customary for the sales of refrigerated pre-packaged single-serving containers (collectively referred to as "soft drink dispensing equipment").

1.1.1 In exchange, LICENSEE agrees to perform the undertakings set forth in this License Agreement in accordance with all the conditions, covenants, and representations contained in this License Agreement, the Solicitation for Proposals issued by PDA or a licensee as the exclusive soft drink concession for the FSC ("SFP") and LICENSEE's Proposal submitted in response thereto ("Proposal"). If, in the sole opinion of PDA, any beverage is offered by LICENSEE inconsistent with the terms herein or is otherwise deemed unsuitable for sale on the licensed premises, PDA shall request in writing that LICENSEE cease selling such and LICENSEE shall cease doing so immediately upon receipt of a written request from PDA.

1.1.2 PDA will not, during any term of this License Agreement: (a) designate any other soft drink as the "Official Soft Drink" of the FSC; (b) authorize or license the sale or vending of any other soft drink product at the FSC, except by mutual written agreement between PDA and LICENSEE.

1.1.3 Clause (b) of the preceding sentence may not apply to certain events which exclusively utilize the FSC parking lots and are operated by third parties, such as farmer's markets or flea markets.

1.1.4 PDA reserves the right to designate milk or dairy beverages with designations of "official" status provided there is no reference to soft drinks as defined herein.

1.1.5 PDA reserves the right during the annual Pennsylvania Farm Show to authorize designated vendors representing agricultural commodity producer groups to sell designated Pennsylvania-produced non-carbonated cold soft drinks as part of their fund-raising activities as part of the Food Court in the Weis Expo Hall and the Main Hall.

1.2 "Soft drink" is defined herein as non-alcoholic beverages including soda (carbonated and non-carbonated), juice (sweetened and unsweetened), cold teas, iced coffee, energy drinks, and bottled water (flavored and unflavored) in containers larger than 8 oz. Soft drink does not include hot coffee or tea prepared on the premises, milk or beverages made primarily from or with milk or dairy products, apple cider.

1.3 LICENSEE shall have no rights or obligations hereunder with regard to products made available for purchase by PDA/FSC employees by vending or other dispensing equipment, or in areas of the FSC, which are made exclusively available to such employees, nor with regard to the free supply of drinking water, bottled or otherwise, to employees or volunteers of entities or parties who have rented the FSC and are engaged in setting-up, conducting or breaking-down an event being held at the FSC.

1.4 LICENSEE shall not retail or distribute product to consumers. LICENSEE shall have the exclusive right to supply soft drink products directly to the FSC's exclusive F&B Concessionaire, and any other approved vendor, for resale to the public at the FSC through LICENSEE's vending machines installed and maintained at the FSC and through soft drink dispensing equipment. The FSC's F&B Concessionaire has historically performed the duties necessary to stock LICENSEE's vending machines with LICENSEE's products and been responsible for vending machine refunds to customers, through financial arrangements made directly with LICENSEE. If desired, LICENSEE may propose to restructure the details of those arrangements with F&B Concessionaire, subject to PDA's approval.

1.5 LOCATIONS: The locations of all vending machines shall be approved by PDA. The locations at which LICENSEE shall be responsible for installing and maintaining soft drink dispensing equipment at the FSC, as and if requested by PDA or the F&B Concessionaire, include:

- PA Preferred Banquet Hall And VIP Room: The Banquet Hall located on the second floor above the Northeast Building at the South end of the Connector Link.
- Main Hall Snack Bar: The snack bar occupying space on the ground floor located on the north wall of the Main Exhibition Building adjacent to the Small Arena.
- Main Hall West Snack Bar: The west snack bar occupying space on the ground floor and located northwest of the main lobby and the main entrance to the Main Exhibition Building.
- Main Hall East Snack Bar: The east snack bar occupying space on the ground floor and located northeast of the main lobby and the main entrance to the Main Exhibition Building.
- North Hall Snack Bar: The snack bar occupying space just inside the north main entrance to the North Building.
- Large Arena: The six (6) snack bars located in the Large Arena.
- Weis Expo Hall North Snack Bar: The snack bar occupying space located on the Northern segment of the West wall of the Weis Expo Hall.
- Weis Expo Hall South Snack Bar: The snack bar occupying space located on the Southern segment of the West wall of the Weis Expo Hall.
- Temporary Locations: Temporary locations in or about the FSC as designated by PDA for particular events, which may include portions of the parking lot.

1.6 CARBON DIOXIDE (CO<sub>2</sub>) AVAILABILITY: The current FSC F&B Concessionaire procures, pays for and makes available in bulk end container systems all necessary carbon dioxide (CO<sub>2</sub>) required for dispensing fountain soft drinks throughout the FSC. LICENSEE shall make whatever arrangements are necessary with the F&B Concessionaire to utilize the existing CO<sub>2</sub> system(s) at the FSC so that LICENSEE's soft drinks can be dispensed.

- Six (6) Permanent Locations: Certain food and beverage service areas of the FSC have been piped for bulk distribution of carbon dioxide. These areas include three (3) food service locations located on the Main Floor: East Lunch Bar, West Lunch Bar and Main (North) Lunch Bar; one (1) location in the North Building (the Block & Bridle) and two (2) locations in the Weis Expo Hall (the North Lunch Bar and the South Lunch Bar.)
- Any/All Temporary Locations, Six (6) Large Arena Locations: Throughout the event year, numerous temporary food and beverage service locations are made available for visitors to the FSC. These can/could be located anywhere throughout the facility or sometimes located in the parking lots. Additionally, the six (6) food and beverage locations in the Large Arena are used at various times throughout the year for the provision of food and beverage services. Carbon dioxide for use in these locations is provided through the supply of twenty (20) pound portable containers purchased from LICENSEE.
- Emergency Situations: In an effort to provide for the provision of beverage in times of emergency situations, twenty (20) pound portable containers purchase from LICENSEE will be made available for these possible situations.

1.7 PRICING: LICENSEE shall provide PDA'S F&B Concessionaire, and any other approved vendor, soft drinks at the lowest available price offered by distributors in the area, to like concessionaires or according to national account pricing, but subject to the price quotes for the initial term of this agreement set forth in that portion of the Proposal titled Monetary Proposal. LICENSEE may honor AGREEMENTS with companies with whom LICENSEE has existing national contracts that stipulate unit prices. With regard to any other pricing issues not covered by the foregoing, LICENSEE shall charge such prices and rates as are agreed upon in writing with FSC. With PDA's prior approval, LICENSEE, through F&B Concessionaire, may from time to time offer soft drink products without charge to Complex patrons for promotional purposes.

1.8 CUPS/CONTAINERS: The F&B Concessionaire and any approved vendor shall be required to use cups bearing LICENSEE'S brand name/trademark. LICENSEE shall not be the exclusive provider of cups for the sale of all soft drink products covered under this contract. Such cups can be procured from any source. At PDA's request, LICENSEE shall provide FSC trademark cups, lids, and other soft drink packaging bearing a FSC trademark, to the F&B Concessionaire at prices approved by PDA. Styrofoam may not be used for dispensing soft drinks at the FSC. LICENSEE is encouraged to use biodegradable products whenever possible. No glass containers may be used in vending machines.

1.9 FINANCIAL AND OTHER CONSIDERATION: LICENSEE shall pay to PDA, as compensation for the rights granted under this LICENSE AGREEMENT an annual license fee of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), as well as any and all payments and investments in facilities or equipment improvements to the FSC ("investments") set forth in LICENSEE's Proposal submitted in response to the SFP in the portion titled "MONETARY PROPOSAL," which is attached hereto as Addendum No. 1.

1.9.1 Any payment or investment due hereunder shall be made by July 1 for each year this Agreement is in effect. If payment or investment is made for a partial year, if ever applicable, the amount shall be prorated on a per day basis. With the consent of PDA, unsatisfied investment obligations may be carried forward as cumulative obligations in the following year(s).

1.9.2 The initial annual license fee for the year encompassing July 1, 2014 through June 30, 2015, shall be paid upon the date of the execution of this agreement by LICENSEE.

1.9.3. The annual fee shall remain constant for the initial five (5) year term of this agreement and each additional one (1) year renewal term, if renewed.

1.9.4 Investments shall be defined as set forth in the SFP under "Monetary Proposal" and their value shall be computed as the value of the facilities or equipment improvements minus

administrative fees (which include design, engineering and all fees incurred for necessary governmental approvals).

1.9.5 For the first year of this agreement, improvements as outlined in the Monetary Proposal shall be completely installed and operational within six (6) months following execution of this agreement or within such timeframe as mutually agreed upon between PDA and the LICENSEE. For each successive year of the agreement, improvements shall be completely installed and operational on or before October 1 of each year, unless otherwise agreed in writing.

1.9.6 All facilities improvement, equipment or equipment improvements proposed as investments shall, upon completion, become the sole and exclusive property of PDA.

1.9.7 All facilities or equipment improvements proposed as investments must be submitted and approved by the FSC's Executive Director for final approval prior to commencing work. All administrative fees, including design and consulting fees, for investments undertaken pursuant to the Proposal and/or this agreement shall be borne by the LICENSEE and shall not be included as part of the investment value. LICENSEE shall provide, at its sole expense, all licenses, permits, equipment, supplies, materials, merchandise, transportation, and labor necessary for the satisfactory completion of any investments and a copy of any required licenses, permits or government approvals shall be provided to PDA.

1.10 TERMS AND RENEWALS: The initial term of this License Agreement shall be from the date of its execution, to June 30, 2019. It may be renewed (subject to conditions set forth herein and mutual agreement of the parties) for up to four (4) additional successive annual terms. Each such successive annual term is to begin July 1 and expire July 30, limited to a total of four (4) terms, with a final termination date of June 30, 2023.

1.11 INGRESS AND EGRESS: PDA grants to LICENSEE free ingress and egress through and over property under the jurisdiction of PDA, subject to any terms and conditions set forth herein, for the purpose of fulfilling its obligations hereunder and for all approved activities necessary to enabling and promoting, the sale of its soft drinks, included the installation, operation and maintenance of vending machines for use by the public and any and all necessary soft drink dispensing equipment to be utilized by the F&B Concessionaire and any other approved vendor, as well as necessary to accomplish the investments undertaken in the Proposal.

1.12 REPORTING AND RECORDKEEPING: On or before of July 15<sup>th</sup> of each year of this License Agreement, LICENSEE shall provide PDA, through the FSC Executive Director, a report detailing the volume of all products sold for use at the FSC, the value of said products, and any/all equipment or investment provided in the preceding fiscal year. LICENSEE shall keep proper and complete books and records of accounts of its operation under this License Agreement. Internal control procedures implemented by LICENSEE shall be adequate to ensure that all product sales are accounted for and accurately recorded. LICENSEE shall permit PDA's authorized agents, upon request, to examine and audit records relative to this agreement without delay. Records shall be retained by LICENSEE for a period of three (3) years beyond the termination of this agreement, unless earlier disposal is approved by PDA in writing.

1.13 SOFT DRINK DISPENSING EQUIPMENT: LICENSEE shall provide new, like-new or used/re-conditioned soft drink dispensing equipment, acceptable to the PDA, for the dispensing of soft drink products through fountain and/or non-fountain means, including any cooling equipment, coolers or other necessary equipment, at any/all approved locations throughout the FSC. LICENSEE shall keep the equipment provided by the LICENSEE in a clean, sanitary, and presentable condition. LICENSEE shall maintain all equipment provided by the LICENSEE in good repair, at LICENSEE'S own expense. LICENSEE shall provide F&B Concessionaire and any other approved vendor with maintenance, repair or replacement

of equipment provided by the LICENSEE in such a manner as to ensure that scheduled soft drink sales are uninterrupted. In the event of maintenance, repair or replacement that does not impact the ability to conduct uninterrupted soft drink sales, such maintenance, repair or replacement services shall be provided not later than forty-eight (48) hours after telephone notice to the LICENSEE of the need for such maintenance, repair or replacement. In the event of maintenance, repair or replacement to stop product from leaking on surfaces where pests can be attracted, services shall be provided not later than twenty-four (24) hours after telephone notice to the LICENSEE of the need for such maintenance, repair or replacement. Materials or parts used for maintenance and/or repairs shall be the same material, an approved equal, or of better quality than the original material or part. LICENSEE agrees to periodic inspections of the equipment and LICENSEE agrees to correct any defects which do not interrupt scheduled soft drink sales within a reasonable amount of time, but in no event not more than ten (10) days. Furthermore, if said defects, as determined by PDA, would result in a condition hazardous to a consumer, F&B Concessionaire, or PDA personnel or facilities, said defects shall be corrected by LICENSEE immediately. LICENSEE understands and agrees that, if the maintenance and/or repair work on the equipment provided by the LICENSEE are not accomplished by LICENSEE as required by the foregoing License Agreement provisions, PDA may, at its option, accomplish the work and invoice LICENSEE for same. LICENSEE shall make full payment to PDA for said invoice within thirty (30) days after the date of said invoice.

1.14 VENDING MACHINES: LICENSEE shall provide standard, commercial soft drink vending machines in new, like-new or used/re-conditioned equipment, with non-resettable totalizers and dollar bill changers. PDA and F&B Concessionaire must be provided with a means of reading the counters on a random basis. All machines must operate on grounded 110-volt electrical service. PDA and F&B Concessionaire shall be informed in advance of the requirements for the installation of any such vending machines, including power requirements and other needs. PDA shall not be responsible for the cost of any site preparation for the installation of any machine, including extending electric service to locations not already provided with such service. It is understood and agreed that costs of such installation shall be borne by LICENSEE. LICENSEE shall, in full cooperation of the F&B Concessionaire, provide a notice, prominently posted at each vending area informing patrons where requests for vending machine refunds may be made and such notice shall be approved by PDA prior to posting.

1.15 LICENSED BUSINESS MARKS: LICENSEE shall be licensed to utilize the FSC name and logo in conjunction with media advertising and/or promotional materials reciting that LICENSEE's product(s) is/are the "Official Soft Drink" of the FSC or a reasonable equivalent, in a manner acceptable to PDA and approved by PDA prior to any such use. Notwithstanding, and in addition to any remedies for breach of this agreement, PDA shall be entitled to seek injunctive relief through the courts of the Commonwealth of Pennsylvania for any breach in connection herewith despite the existence or adequacy of any remedy at law.

1.16 SIGNAGE AND ADVERTISING: Permanent or temporary advertising or signage for LICENSEE'S soft drink products may be displayed in the FSC only with PDA's approval as to form, size, location and duration, except that LICENSEE shall be permitted to include its trademark and brand names on its dispensing equipment without approval. No such signage or advertising, once erected, shall be altered or removed without PDA's approval. Any signs authorized by PDA for specific locations or events which remain in excess of any authorization shall become the property of PDA, if not removed by LICENSEE after reasonable notice.

1.17 DELIVERIES: Deliveries shall occur during normal work hours on Monday through Friday and on weekends or holidays at such a time as to ensure that commercial vehicles involved shall depart before 11:00 a.m. Additional deliveries may be made by arrangement with the FSC Executive Director or his designee.

## **SECTION 2. GENERAL TERMS & CONDITIONS**

2.1 INCORPORATION: The Solicitation for Proposals and all attachments (SFP), as well as Licensee's proposal and all its components, addendums and accompanying correspondence (Proposal), except as may be inconsistent or modified herein or inconsistent with the SFP, are made a part of this agreement as if set forth fully herein. If any discrepancies in interpretation arise, the terms of the any executed License Agreement are the first point of reference, the SFP is the second, and the Proposal is the third.

2.2 DUE DILIGENCE OF LICENSEE: PDA does not guarantee any number of visitors to FSC, any specific number of events or activities, or sales of LICENSEE's products at FSC. LICENSEE acknowledges that it has relied upon its own due diligence in assessing the prospects of revenue generation by its undertaking herein.

2.3 NOTICES & PAYMENTS: All notices, documents, approval requests or payments to PDA which may be required or desired to satisfy LICENSEE's undertakings hereunder shall be delivered to Pennsylvania Farm Show Complex & Expo Center, Attn: Executive Director, 2300 North Cameron Street, Harrisburg, PA 17110-9443. Notices to LICENSEE shall be delivered as follows: [INSERT CONTACT INFO]

2.4 INTEREST: Any payments due hereunder which are not paid on or before the due date shall bear interest at 18% per annum until paid, computed from the first business day falling after the due date. Any payments received shall first be applied against interest due with the remaining portion being applied against the oldest payment due.

2.5 TERMINATION OF LICENSE AT EXPIRATION OF TERM: LICENSEE or PDA may terminate this AGREEMENT at the end of the initial or any successive term by notification to the other party in writing at least six (6) months prior to the end of the then current term of its intention not to renew LICENSE for an additional term.

2.6 TERMINATION FOR CAUSE: If the LICENSEE shall fail to make payments or investments due to the PDA as and when the same shall be due, or shall fail to keep proper records or accounts or shall otherwise fail to perform or breach any of the terms, conditions or covenants of this agreement, then the PDA may at its option declare this agreement terminated by giving thirty (30) days' written notice to the LICENSEE specifying the effective date of termination, after which immediate possession may be taken and a substitute soft drink provider utilized. Notwithstanding any other provision in this License Agreement regarding injunctive relief and/or liquidated damages, PDA shall also upon such termination have the right to recover against the LICENSEE any sum or sums due or any damage suffered by the reason of the LICENSEE'S breach or breaches of any covenants of this agreement.

2.7 RIGHTS UPON TERMINATION: Upon termination of this License Agreement for any reason, any equipment or personal property of LICENSEE remaining on FSC more than ten (10) days after the effective date of termination shall be considered abandoned and immediately become the property of PDA.

2.8 LIQUIDATED DAMAGES: LICENSEE'S failure to comply with any provision of this agreement, including any addenda hereto, will subject LICENSEE to liquidated damages, notwithstanding any other provision in this agreement regarding other remedies available under contract, at law or in equity. If LICENSEE violates any provision of the agreement, LICENSEE shall be issued a written notification stating the violation and a date by which it must be corrected or action ceased. If LICENSEE has not corrected the violation or ceased the action by the stated date, the liquidated damages shall be \$500 per day from that day forward until corrected or ceased. Liquidated damages assessed hereunder shall be paid by LICENSEE to PDA within thirty (30) days of the date of written notification from PDA to LICENSEE. This provision in no way constitutes a waiver of PDA'S full range of other legal rights or contractual remedies hereunder.

2.9 COMPLIANCE WITH ALL APPLICABLE LAWS: LICENSEE shall comply with all laws, regulations, ordinances or codes of any federal, state, county or municipal government with regard to all activities

and/or undertakings pursuant to this agreement. Any and all information relevant to this agreement will be shared with any other governmental entity or agency charged with enforcing laws in the Commonwealth of Pennsylvania, if requested by the entity or agency.

2.10 USE & CONDITION OF THE FSC PREMISES: LICENSEE shall have the right to use the FSC premises only for the purposes described herein and only in compliance the terms of this agreement. Any vehicle(s) involved in the activities of LICENSEE at the FSC and/or its undertakings pursuant to this agreement must be parked only in a location approved by the FSC Executive Director. LICENSEE accepts the condition of the premises and agrees at termination of this AGREEMENT for any reason to return premises to PDA in a condition acceptable to PDA. LICENSEE shall not make any alterations to the FSC without prior written approval of PDA. In addition, LICENSEE shall not deface or mutilate the walls, floors, ceiling, equipment, landscaping, or other parts of the FSC in any manner.

2.11 IMPROVEMENTS: All improvements made to the FSC premises by LICENSEE become the property of PDA at the termination of this agreement for any reason, free of any and all encumbrances, unless otherwise specified herein. If such improvements are part of the investments pursuant to LICENSEE'S Proposal, said permanent improvements shall become a part of the licensed premises and shall be become the sole and exclusive property of PDA upon completion of construction or installation of the investment.

2.12 WORKERS: LICENSEE and all persons acting on behalf of LICENSEE at the FSC shall be professional, courteous and respectful in all interactions with employees, vendors, guests, patrons and the public, and in all work performed pursuant to this agreement, and shall carry identification which clearly and accurately states their affiliation with LICENSEE. In the event of any failure to do so, PDA may at its sole discretion require that LICENSEE preclude an employee or person acting on behalf of LICENSEE from returning to the FSC. Possession or consumption of alcohol or illegal drugs, sexual harassment, criminal conduct or any conduct deemed inappropriate to the activities or functioning of the FSC, by any employees, or person while acting on behalf of LICENSEE pursuant to this agreement may result in immediate and/or permanent expulsion of that employee or person from the FSC in connection with the activities undertaken pursuant to this agreement.

2.13 EQUIPMENT STORAGE: LICENSEE may store its equipment for this operation at locations approved by PDA, on or in the FSC during non-operating periods, provided this agreement is not terminated and is in effect. If LICENSEE should store any equipment on the FSC premises, said storage shall be at LICENSEE'S sole risk and PDA shall assume no financial responsibility for loss or damage to LICENSEE'S equipment from acts of vandalism, loss, fire, flood, theft, damage, or acts of God.

2.14 RENOVATIONS AT FSC: During the term of this agreement, the PDA may undertake renovations, repair or construction project/projects in and around the FSC. In such event, some or all of the soft drink vending areas of the premises may be unavailable during the course of said project. LICENSEE shall not be entitled to make any claims of any kind against PDA based upon any failure to realize revenues due to such renovations, repair or construction.

2.15 INTEGRATION: This agreement, including all referenced or incorporated documents or exhibits, constitutes the entire agreement between the parties. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this agreement. Except as provided herein, no modifications, alterations, changes, or waiver of any agreement terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

2.16 APPLICABLE LAW: This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or

defense that such forum is not convenient or proper. Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

2.17 ASSIGNMENT: LICENSEE agrees not to assign any rights this License Agreement, in whole or part without, first obtaining the written consent of PDA. In the event PDA consents to any such assignment, LICENSEE shall remain primarily liable for the payment of all fees due and other conditions herein provided, unless otherwise expressly provided in the written consent of PDA. No assignment made by LICENSEE without consent shall vest any right in the assignee regarding the activities or undertakings on FSC premises addressed herein.

2.18 BANKRUPTCY & INSOLVENCY: If LICENSEE becomes insolvent, fails in business, files for a receiver, or has a receiver appointed by the court; or a creditor of LICENSEE attaches or executes a judgment against LICENSEE'S equipment, materials, or facilities at the licensed premises or on collateral pledged to PDA; and LICENSEE cannot demonstrate or prove to PDA'S satisfaction the ability to continue to operate in compliance with the conditions of this AGREEMENT, all the fees reserved for the full term of this AGREEMENT shall become due and collectible immediately, this AGREEMENT shall terminate and any portions of the FSC premises occupied by LICENSEE pursuant to the License Agreement shall be immediately surrendered to PDA. If LICENSEE files a petition in bankruptcy, LICENSEE shall notify PDA of same at the time of filing.

2.19 HEADINGS: The section and paragraph headings herein are for convenience only and are intended to have no legal force or effect.

2.20 APPROVAL: This AGREEMENT shall be effective upon execution by PDA and the LICENSEE.

2.21 INSURANCE: Throughout the term of this AGREEMENT, LICENSEE shall maintain at its own expense through insurance companies acceptable to the DEPARTMENT and authorized to do business in the COMMONWEALTH:

- a. Workers Compensation Insurance sufficient under the laws of Pennsylvania to cover all of its employees, or the employees of its contractors, working at the premises.
- b. Comprehensive General Liability Insurance with a minimum of \$250,000 per person and \$2,500,000 per occurrence personal injury and property damage combined.
- c. Products Liability Insurance with a minimum of \$2,000,000 aggregate limit.
- d. Fire and Extended Coverage Casualty Insurance on all equipment owned by the Licensee located at the Farm Show Complex with a minimum limit of the fair market value of all equipment or the replacement cost, whichever is greater.
- e. The above listed liability insurances shall name the Commonwealth of Pennsylvania, Department of Agriculture as additional insured and the coverage shall be on an occurrence basis.
- f. The Licensee must provide the Commonwealth with current certificates of insurance as delineated above. These certificates must contain a provision that coverage afforded under the policies will not be changed or cancelled until the Commonwealth has received at least 30 days prior written notice.

2.22 INDEMNITY: LICENSEE shall, at all times, save and hold harmless and indemnify the Commonwealth of Pennsylvania, its agencies, departments, officers and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including all claims for personal injuries and property damages, arising out of or caused in any manner by LICENSEE'S activities or undertakings pursuant to this agreement, except as may be occasioned by the negligence of the Commonwealth of Pennsylvania, its agencies, departments, officers or employees.

2.23 THIRD PARTY RIGHTS: With the exception of the indemnity provision above, this agreement does not create or confer any rights in or on persons or entities not a party to this agreement.



2.24 **COMMONWEALTH EXHIBITS:** Included in and made part of this agreement are the following Commonwealth of Pennsylvania addendums in which the term "contractor" shall refer to the LICENSEE.

- Exhibit A: CONTRACTOR INTEGRITY
- Exhibit B: NON-DISCRIMINATION/SEXUAL HARASSMENT
- Exhibit C: AMERICANS WITH DISABILITIES ACT
- Exhibit D: CONTRACTOR RESPONSIBILITY
- Exhibit E: RIGHT TO KNOW LAW

2.25 **DISPUTES:** In the event of a controversy or claim arising from this License Agreement, LICENSEE must, within six months after the cause of the action accrues, file a written claim with the PDA for a determination. The claim shall state all grounds upon which the LICENSEE asserts a controversy exists. If LICENSEE fails to file a claim or files an untimely claim, LICENSEE is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within thirty (30) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program. If LICENSEE requests mediation and PDA agrees, PDA shall promptly make arrangements for mediation to occur within ninety (90) days of receipt of the claim. If mediation is not agreed to or if resolution is not reached through mediation, PDA shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within one hundred and twenty (120) days of receipt of the claim, unless extended by consent of Licensee, and the failure to issue a determination within that time will be deemed a denial. PDA's determination shall be the final order of the Commonwealth. Within fifteen (15) days of the mailing date of the determination denying the claim or within 135 days of filing a claim, if no extension is agreed to by the parties, whichever comes first, LICENSEE may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, LICENSEE shall proceed diligently with the performance of the License Agreement in a manner consistent with the determination of PDA.

2.26 **CONTACTS WITH MEDIA:** LICENSEE shall not issue any news releases concerning this License Agreement or any activities or undertakings hereunder without the prior written approval of the PDA.

2.27 **SEVERABILITY:** If a court of competent jurisdiction or governmental regulatory agency determines any portion of the License Agreement to be invalid, it shall be severed and the remaining portions of this License Agreement shall control.

IN WITNESS WHEREOF, the parties hereto, with intention of being legally bound, hereby have caused this AGREEMENT to be executed by their duly authorized representative(s) the day and year first above written:

**LICENSEE:** \_\_\_\_\_  
Federal Identification No. \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (President or Vice President)

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (Secretary or Treasurer)

Note: The above officers of the LICENSEE, if a corporation, must sign and specify their title. In lieu thereof, please enclose a letter stating what authority, e.g. bylaws, board minutes, etc., the signatory has to execute on behalf of the LICENSEE.

**COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary or Authorized Designee

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of Chief Counsel, Department of Agriculture

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of General Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of Attorney General

## Exhibit A

### CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- 2.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- 3.** Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the [Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#), or to breach any other state or federal law or regulation.
- 4.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- 5.** Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#) or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- 6.** Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- 7.** Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- 8.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing concession, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- 9.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a.** Approved in writing by the Commonwealth prior to its disclosure; or
  - b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d.** Necessary for purposes of Contractor's internal assessment and review; or
  - e.** Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, records pertain: or
  - g.** Otherwise required by law.
- 10.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
  - a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
    - (1)** obtaining;
    - (2)** attempting to obtain; or
    - (3)** performing a public contract or subcontract.Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
  - c.** Violation of federal or state antitrust statutes.
  - d.** Violation of any federal or state law regulating campaign contributions.
  - e.** Violation of any federal or state environmental law.
  - f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
  - g.** Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*

- h.** Violation of any federal or state law prohibiting discrimination in employment.
- i.** Debarment by any agency or department of the federal government or by any other state.
- j.** Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

**11.** If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a.** Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b.** Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

**12.** Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

**13.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

**14.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

**15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

**16.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

**17.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph.

**a.** "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

**b.** "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

**c.** "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

**d.** "Financial interest" means:

**(1)** Ownership of more than a five percent interest in any business; or

**(2)** Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

**e.** "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, concession, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the *4 Pa. Code §7.153(b)*, shall apply.

**f.** "Immediate family" means a spouse and any unemancipated child.

**g.** "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**h.** "Political contribution" means any payment, gift, subscription, assessment, contract, payment for concession, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

## **Exhibit B**

### **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- 3.** The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4.** The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 5.** The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- 6.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 7.** The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## **Exhibit C**

### **THE AMERICANS WITH DISABILITIES ACT**

During the term of this contract, the Contractor agrees as follows:

- 1.** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 et seq. the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. 35.130, and all other regulations promulgated under Title 11 of the Americans With Disabilities Act which are applicable to the benefits, concession, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- 2.** The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.

## **Exhibit D**

### **CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, concession, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal

government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

**4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

**5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

**6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

## **Exhibit E**

### **Right to Know Law 8-K-1570, Rev. 2/1/2010**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.
- b. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Lessor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.
- d. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure; the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.