

Document A: License Agreement for Placement of Historical Markers

This License Agreement for Placement of Historical Markers ("License Agreement"), dated as of _____, is entered into between the Board of Supervisors of Fairfax County (the "County") and _____, (the "Owners"), the property owners, for placement of a historical marker commemorating _____, located at _____, Fairfax County Tax Map Number _____ (the "Property").

The Owners hereby grant to the County a revocable license to allow the installation of a historical marker entitled "_____" (the "Historical Marker") by the Fairfax County History Commission on the Property at a location designated in writing by the Owners (the "Licensed Area"). This License Agreement will allow the County to install the Historical Marker under the following terms and conditions set forth below.

- Construction and Maintenance. The County agrees that (i) the Owners are not responsible for any construction and maintenance obligations related to the Historical Marker and (ii) the Owners have no responsibility for any expenses incurred in connection with the County's installation, use and/or maintenance of the Historical Marker, except if the Owner is the sponsoring person/entity for the Historical Marker. Sponsors of historical markers may be responsible for the full cost of construction and installation.
- Location of Licensed Area. The Licensed Area shall be in the location designated on Exhibit A. The Owners may, subject to prior written approval by the County, request to change the location of the Licensed Area upon written notice to the County, in which event, the Historical Marker shall be moved to the new location agreed to by the parties. The Owner shall be responsible for the costs of relocating the Historical Marker, unless payment by the County or other party is agreed to by the County in writing.
- Term. The term of this agreement shall commence on the date hereof and shall expire on the first to occur of (i) the date the Historical Marker is removed from the Property by the County, or (ii) the date the License is terminated as hereinafter provided. This License Agreement may be terminated at any time without cause by the Owners or the County upon delivery of not less than ninety (90) days prior written notice to the other party. If the Owners terminate, the County shall remove the Historical Marker from the Property before the end of the 90 ninety (90) day period.
- Maintenance of Historical Marker. The Historical Marker shall remain the property of the County and, upon prior written notice to the Owner, may be removed by the County. The County shall be responsible for repair, replacement and maintenance of the Historical Marker. If the County fails to maintain and/or repair the Historical Marker in accordance with this agreement for a period of more than ninety (90) days after receipt of written

notice from the Owners, the permission granted herein shall, at the Owner's option, terminate upon written notice to the County and the County shall promptly remove the Historical Marker from the Property.

5. Insurance and Liability. The Owners shall not have any liability to the County with respect to any claims, liabilities, demands, suits, expenses, fines or penalties arising out of the County's placement of the Historical Marker or the construction and maintenance of the Historical Marker by the County or the County's contractor.
6. No Easement. The parties agree that this license is not an easement; consequently, this License Agreement shall not be recorded among the land records and shall not run with the land.

County:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____

Name: Ellicia L. Seard-McCormick

Title: Deputy County Executive

Owners:

Print Name: _____

Print Name: _____