

## SHORT TERM LICENSE TO USE PARKING AREA

THIS SHORT TERM LICENSE TO USE PARKING AREA (the "License") entered into by and between the Board of Trustees of Boone County Hospital, a/k/a Boone Hospital Center, hereinafter called "Licensor," and the City of Columbia, Missouri, a political subdivision of the State of Missouri, hereinafter called "Licensee," whose mailing address is 701 E. Broadway, P.O. Box 6015 Columbia, Missouri 65205, on the date of the last signatory noted below

WITNESSETH THAT:

WHEREAS, Licensor is the owner of the real estate and improvements located at 1601 E. Broadway, Columbia, Missouri 65201, 1605 E. Broadway, Columbia, Missouri 65201, 1701 E. Broadway, Columbia, Missouri 65201, and 1705 E. Broadway, Columbia, Missouri 65201, and the buildings, parking lots and other improvements located thereon, and depicted on the aerial photograph attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the City of Columbia, municipal corporation in the County of Boone and the State of Missouri (the "City"), owns the park located to the east of and adjacent to the Property ("Stephens Park"). Stephens Park has a mailing address of 2001 E. Broadway, Columbia, Missouri 65201; and

WHEREAS, Licensee will be conducting a Fourth of July, Fire in the Sky Celebration event on July 4, 2026 at the Stephens Park (the "Event"); and

WHEREAS, the parties desire to enter into a written license agreement whereunder Licensor grants to Licensee a revocable and non-exclusive right to use parking lots 9, 10, 11, 12, 13, and 14 on the Property and depicted on Exhibit A (the "Parking Area") for the limited purpose of parking vehicles during the term, and the parties desire to set forth the same in writing;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. **License.** Subject to the terms and conditions hereinafter set forth, Licensor does hereby grant to Licensee a revocable and non-exclusive license for Licensee, and Licensee's employees, agents, participants, guests and invitees associated with or participating in the Event to use the Parking Area for the sole purpose of parking during the Event (the "Activities"). Subject to the terms and provisions hereof, this License shall be revocable at any time by Licensor, or its successors or assigns, at any time, with or without cause by giving notice to Licensee.

2. **Term.** The term of this License shall commence at 8 a.m. on July 4, 2026, and end at 12:00 p.m. on ~~July 4, 2026~~ July 5, 2026<sub>(CCN)</sub>.

3. **Liability/Indemnity/Insurance.** To the extent not prohibited by law and without waiving sovereign immunity, licensee hereby agrees to assume all liabilities for personal injuries or property damages occurring in, on, or about the Parking Area during the term hereof, which arise out of or relate to the Activities and/or the use of this License by Licensee or Licensee's employees, agents, participants, guests, and invitees. To the extent not prohibited by law and without waiving sovereign immunity, licensee hereby covenants and agrees to indemnify Licensor and CH Allied Services, Inc. d/b/a Boone Hospital Center ("CHAS") and hold Licensor and CHAS harmless from any liability for damages to any persons or property in, on, or about the Property or Parking Area arising out of or related to the Activities and/or the use of the Parking Area by Licensee or Licensee's employees, agents,

participants, guests, or invitees. To the extent not prohibited by law and without waiving sovereign immunity, licensee hereby agrees to indemnify Licensor and CHAS and to hold Licensor and CHAS harmless from and against any such liabilities, claims and causes of action, for personal injury or otherwise, including any attorney fees and cost incurred by Licensor and/or CHAS in defending the same.

During the term of this License, Licensee shall, at Licensee's sole cost and expense, keep and maintain in full force and effect, a general public liability insurance policy naming Licensee as insured and Licensor and CHAS as additional insureds, having combined single limits of liability of not less than Two Million Dollars (\$2,000,000), insuring Licensee and Licensor and CHAS (as additional insureds) against the claims of third parties for personal injuries or property damages arising in, on, or about the Parking Area or arising out of Licensee's, or Licensee's employees, agents, participants, guests, or invitees, use or occupancy thereof. Licensee shall provide a certificate of insurance to Licensor evidencing that such policy is in effect prior to the Event and prior to the commencement of the term hereof. Licensee agrees that such general liability insurance policy shall be an "occurrence" based policy. Licensee agrees that all property kept or maintained by Licensee at any time on the Parking Area shall be kept and maintained therein at Licensee's sole risk of loss or damages, and that Licensor shall have no liability of any kind or nature whatsoever with respect to any such damage or loss regardless of whether the same arises out of Licensor's fault or negligence, and Licensee hereby releases Licensor from any liability therefor.

Licensee shall repair any damages to the Parking Area or Property caused by Licensee or Licensee's employees, agents, participants, guests, and invitees on demand.

In no event shall the language of this License Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

Licensee's obligations under this Section 3 shall survive termination of this License.

**4. Binding Effect.** This License and the parties' rights and obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns, provided, however, that the parties' rights hereunder shall not be assignable to others without the prior written consent of the other parties hereto. The parties acknowledge and agree that CHAS is a third party beneficiary to this License.

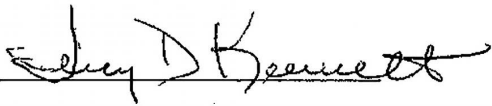
**5. Consideration.** As consideration for the agreements of Licensor herein contained, Licensee hereby covenants and agrees to perform the Activities, at Licensee's sole cost and expense, and to pay all costs and expenses of every kind and nature incurred by Licensee in connection with conduct of the Activities, including, but not limited to, the cost to repair any damage to the Parking Area.

**6. Counterparts and Electronic Signatures.** This License may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this License or any notice delivered pursuant to this License, shall be deemed to have the same legal effect as original signatures on this License.

**7. No Joint Venture or Partnership.** Notwithstanding the foregoing, nothing herein shall be construed to establish a partnership or joint venture between Licensor and Licensee, all of which relationships are hereby denied.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first written above.

LICENSOR:  
Board of Trustees of Boone County Hospital

By: 

Jerry Kennett, Board Chair  
Date: 4/3/26

LICENSEE:  
City of Columbia

By:

De'Carlon Seewood  
City Manager  
Date: \_\_\_\_\_



Approved as to Form:

\_\_\_\_\_  
Nancy Thompson, City Counselor/bt



**EXHIBIT A**



**How to Get to Boone Hospital Center**

1600 E. Broadway  
 Our hospital is located at the intersection of East Broadway and William Street in Columbia, Mo, with easy access from Highway 63, Interstate 70 & downtown Columbia.

Our four Medical Plaza buildings, 1601, 1605, 1701 and 1705 E. Broadway are located just north of the hospital.

**Parking**

For your convenience, Boone Hospital Center provides shuttle vans running continuously in all visitor parking lots. These white vans will pick you up, take you directly to the main entrance of the hospital and return you to your car after your visit. We also provide covered parking in the William Street Parking Garage with a covered walkway to the hospital.


We have maps for visitor and patient parking, employee parking and medical offices. You may also create custom driving directions to Boone, courtesy of Google Local.





**Contact Us**

The Boone Hospital Center main phone number is (573) 815-8000 & fax number is (573) 815-2492. This line can be used for general questions as well as finding a patient's room number.

Boone Hospital Center continues to strive to better the quality of life for our patients, visitors and staff. To be consistent with that aim, the hospital has implemented a no-smoking policy to provide a safe and toxin-free environment. Smoking is not permitted in the hospital or in buildings owned by the hospital.

- ENTRANCES / BUILDINGS**
- ★ **Hospital Main Entrance**
  - A** Doctor's Building
  - B** William St. Parking Garage Entrance
  - C** Nifong Entrance
  - D** Administration Entrance
  - E** North Loading Dock
  - F** Family Birthplace Entrance
  - G** Pain Clinic Entrance
  - H** Outpatient Services Entrance
  - J** South Loading Dock
  - 1** Broadway Medical Plaza (BMP) 1
  - 2** Broadway Medical Plaza (BMP) 2
  - 3** Broadway Medical Plaza (BMP) 3
  - 4** Broadway Medical Plaza (BMP) 4

- |  |                                     |                              |                                  |   |
|--|-------------------------------------|------------------------------|----------------------------------|---|
| <b>1</b> Anthony / Ann Lot             | <b>5</b> Main Entrance Lot          | <b>9</b> BMP 1 Lot           | <b>13</b> BMP 4 Lot              |  Hospital                  |
| <b>2</b> South Visitor Lot             | <b>6</b> William St. Parking Garage | <b>10</b> Jack Estes Way Lot | <b>14</b> BMP 3 Lot              |  Parking Garages           |
| <b>3</b> Anthony / William Lot         | <b>7</b> Pain Mgmt. Lot             | <b>11</b> BMP 2 Lot          | <b>15</b> Employees / Physicians |  Surface Parking           |
| <b>4</b> Bass / William / Shockley Lot | <b>8</b> Nifong Lot                 | <b>12</b> BMP Parking Garage | <b>16</b> Emergency Parking      |  Additional Boone Services |
|  |                                     |                              | <b>17</b> Doctor's Bldg. Lot     | <b>LEGEND</b>   |

-  Emergency Call Box
-  Shuttle Bus Stop
-  Pedestrian Crosswalks
-  Elevator