



City of Havre de Grace

711 PENNINGTON AVENUE, HAVRE DE GRACE, MARYLAND 21078
WWW.HAVREDEGRACEMD.COM

410-939-1800

GEO CACHE PERMIT AND LICENSE AGREEMENT

This AGREEMENT (“LICENSE”) is made this ____ day of _____, 2024, between the Mayor and City Council of Havre de Grace, Maryland (“City”), and _____ (“LICENSEE”). The City agrees to allow the LICENSEE to place Geo Cache on City property on the following terms and conditions.

1. Contact information of LICENSEE:

Address: _____

Phone: _____ Driver’s License No. and State: _____

Email: _____

2. Type of Cache - LICENSEE desires to place (check all that are appropriate):

- Geo Cache
- Virtual Cache
- Other (Describe) _____

3. Location of Cache in Havre de Grace, Maryland

Geo Cache site location approval is subject to review by the City’s Director of Administration and/or the Director of the Department of Public Works.

Park Name: _____

Physical Location Description: _____

Cache GPS Coordinates: _____

Waypoint ID: _____

If multi-cache, list additional locations: _____

Website Referencing Cache: _____

4. Container – Geo Cache is placed in (check each requirement) (not required for virtual cache)

- a. Is in a non-breakable container yes no
- b. Does not contain inappropriate or dangerous items yes no
- c. Is not buried or placed in a protected area yes no
- d. Is in a place approved by the City yes no

5. Monitoring and Prohibited Cache. LICENSEE agrees to monitor the cache monthly and agrees that such cache will be in good condition at all times and will remain family friendly. This means that cache should contain NO food, alcohol, firearms, drugs, dangerous items, or adult items.
6. City Right to Remove. LICENSEE agrees that the City has the right to search the geocache and/or remove it at any time without cause at the sole expense of the LICENSEE.
7. Application Fee. None required.
8. Other Costs. LICENSEE is required to pay all costs associated with placement, removal, and/or maintaining of the cache.
9. Indemnity. The LICENSEE shall indemnify and save harmless the City and its employees and agents from all claims and demands, suits, actions, loss, damages, recoveries, judgments, costs, and expenses in any manner arising out of or in connection with any injury, death, loss, or damage related to the LICENSEE's placement of geocache on public property, the LICENSEE's conduct, or the LICENSEE's breach of the LICENSE.
10. Term. This Agreement shall remain in force for a period from the date of signing through December 31, 2024, unless the City terminates or modifies this Agreement. In its sole discretion, the City Council may renew or extend this Agreement upon the request of the LICENSEE.
11. Entire Agreement. The Parties agree that this document contains the entire Agreement.
12. No Waiver. The LICENSEE agrees that the City's failure to enforce any of the terms herein shall not constitute a waiver.
13. Venue/Choice of Law. This is a Maryland contract and the parties hereto agree that the laws of Maryland shall apply to any disputes arising under the LICENSE. Harford County is the sole venue for any dispute.
14. No Assignment. This LICENSE may not be assigned by the LICENSEE without the express written consent of the City Council in its sole discretion, which continuation may be permitted if the proposed assignee continues agrees to be bound for the remainder of the LICENSE term.
15. Specific Enforcement/Attorneys' Fees. In any legal action to enforce the terms of this LICENSE, for declaratory action, or to recover damages for breach of the terms of this LICENSE filed by any party, the City shall be entitled to recover reasonable attorneys' fees and costs from the LICENSEE or its successor or assigns for its successful prosecution or defense of such claims.

[Signatures to follow on next page.]

WITNESS our hands and seals.

WITNESS/ATTEST:

LICENSEE:

Signature

WITNESS/ATTEST:

MAYOR AND CITY COUNCIL OF
HAVRE DE GRACE, MARYLAND

Christopher Ricci
Director of Administration

William T. Martin, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

April C. Ishak, City Attorney

THIS LICENSE AGREEMENT RELATES TO
GEO CACHE PERMIT # _____.