

SAMPLE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT is made and entered into as of the ____ day of _____, _____, by and between APPALACHIAN CAVE CONSERVANCY, INC., a Virginia non-stock corporation (hereinafter referred to as “ACC”) and _____, resident of _____ (hereinafter collectively referred to as “Owner”).

WHEREAS, ACC is a non-profit corporation organized to promote and advance the study, conservation and protection of caves, cavern systems and karst features, as well as the indigenous organisms and creatures that may inhabit them; and,

WHEREAS, Owner is the record owner of the real property lying in the _____ Magisterial District of _____, more particularly described in Exhibit A attached hereto (the “Property”) under which lies the cave or cavern system commonly referred to as _____. _____ (as more particularly described in Exhibit B attached hereto) and any and all other caves or cavern systems located in and under the Property are hereinafter collectively referred to as the “Cave”; and,

WHEREAS, ACC desires access to the Property and Cave to promote scientific study and conservation of the Cave and its indigenous life; and,

WHEREAS, Owner desires to grant ACC access over the Property and through the Cave for the purpose of conserving the Cave and promoting conservation, scientific study and education regarding the Cave and similar properties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and ACC do hereby agree as follows:

1. The Owner hereby grants ACC the right of ingress and egress to enter and access the Property, for the exclusive purpose of accessing and conserving the Cave.
2. Owner hereby grants ACC the right of access to the Cave to ACC for conservation, scientific, survey, and educational purposes. This access includes the right to establish a usable access trail to the Cave, to park motor vehicles on the Property at sites designated by Owner in consultation with ACC, and to exercise control of Cave access. It is understood and agreed that ACC shall have authority to limit access to the Cave for conservation and related purposes; provided, however, that Owner and Owner’s invitees, may enter the Cave at any time at Owner’s sole discretion. ACC will provide the Owner with a list of areas in the cave that should be avoided or require special caution for conservation or scientific purposes. The parties agree that nothing herein shall be construed to prohibit Owner’s enjoyment of the Property or from entering the Cave.
3. Owner acknowledges and agrees that in order to best conserve the Cave, ACC may restrict access to portions of the Cave that are vulnerable to damage or have rare or endangered life forms.
4. Owner agrees that ACC may, in its discretion, may modify the cave gate, for the purpose of conserving and protecting the Cave or indigenous life of the Cave. If ACC determines that it is

advisable to modify the gate, ACC agrees to undertake the installation of the gate at its cost and expense unless otherwise agreed by the parties in writing.

5. Owner grants ACC the right to take such measures as it deems necessary for proper scientific and conservation purposes. Such measures include, but are not limited to the installation of cave gates, posting of signs, placement of visitor registries, placement of survey stations, and placement of bolts or other climbing aids. It is ACC's intent and purpose, however, to maintain the Cave in its natural condition to the greatest extent reasonably possible.

6. The Owner grants ACC the right to post signs on the Property relative to access to the Cave or to provide other cave or conservancy related information and notices.

7. ACC may remove and dispose of any and all debris, garbage, trash, refuse, scrap, junk, waste, or other unnatural items found in or around the Cave; provided, however, that ACC agrees that it shall not remove any temporary or permanent climbing aids or access modifications made to the Cave by Owner without Owner's prior consent and instruction.

8. It is understood and agreed that ACC shall not remove any speleothems, natural features, vegetation or indigenous life from the Cave without the express consent of the Owner, and only in the event such removal is necessary for scientific or educational purposes.

9. Owner acknowledges and agrees that the owner or anyone entering the cave with his permission, express or implied, shall be deemed to enter the cave at their own risk and expense. ACC undertakes no duty or obligation to provide safe passage to any party entering the Cave, including Owner and invitees, it being expressly understood that the environment of the Cave is inherently dangerous and unstable and all parties entering therein do so at their own risk and peril.

10. This Agreement shall be effective for a period of five (5) years from the date hereof, provided, however, that either party may terminate the Agreement upon one hundred and twenty (120) days' prior written notice. At the end of any five (5) year term, the parties may renew the Agreement for an additional five (5) year period upon mutual consent of the parties hereto. Such renewal shall be upon substantially the same terms and provisions contained herein and shall be evidenced in writing signed by all parties hereto.

11. Notwithstanding the provisions of paragraph 12, in the event the Property is sold, this Agreement shall terminate immediately upon the closing of such sale. Owner agrees to provide written notice to ACC within five (5) days of the execution of a real estate sales agreement affecting the Cave and/or Property. Owner also agrees to keep ACC apprised of the status of such closing including the anticipated closing date of such sale.

12. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns, unless terminated as provided herein.

13. This Exclusive License Agreement constitutes the sole and entire agreement between the parties. No other statements, inducements, representations, understandings or agreements, oral or otherwise, not herein contained, shall be of any force or effect. This Agreement may be amended or modified only by an instrument in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.