

**LIMITED LICENSE AGREEMENT
BETWEEN
WSB AND CONTRACTOR
FOR USE OF ELECTRONIC DOCUMENTS**

THIS AGREEMENT is made this 15th day of November, 2023 by and between WSB LLC, 701 Xenia Ave S, #300, Minneapolis, MN 55416 (“WSB”) and the City of Saint Paul Parks & Recreation Department, City Hall Annex, 25 West 4th Street, Suite 400, St. Paul, MN 55102 (“Contractor”) for a limited license allowing the Contractor to use WSB’s Documents.

WHEREAS, WSB has performed professional design services for its Client, St. Paul Port Authority (“Client”) which has resulted in the creation of certain instruments of service (the “Documents”) for the The Heights located in St. Paul, MN “(the Project)”; and

WHEREAS, the Contractor has requested WSB provide *base plan for the park site at the Heights* in electronic format for use by Contractor in completing their work on this Project; and

WHEREAS, WSB is prepared to provide a copy of the Documents in the original electronic format as issued by WSB; and

WHEREAS, the Contractor is responsible for any conversion to another format for use by the Contractor; and

WHEREAS, in order to serve the interests of the Project, WSB is prepared to deliver the Documents to the Contractor under the conditions described in this Agreement; and

NOW, THEREFORE, the parties agree as follows:

1. Delivery of Documents. WSB will provide to Contractor the requested Documents in the electronic format as originally issued, with the Contractor responsible for any necessary conversion. The Documents may be used by Contractor only to the extent allowed in this Agreement.

2. Ownership of Documents. The Documents issued by WSB to Contractor, are the sole and exclusive property of WSB and its consultants and WSB and its consultants retain all common law, statutory and other reserved rights, including copyrights.

3. Limited License. Upon execution of this Agreement, WSB grants to the Contractor a non-exclusive limited license to reproduce the Documents solely for the purpose of the Contractor performing services either expressly directed by the Owner under the original contract for the construction of the Project or for the reasonable prosecution of the Project directly associated with the preparation of a bid or proposal to the Owner. For a Contractor retained to construct the Project, this license shall terminate immediately upon the completion of the Project. For a Contractor preparing a Bid or Proposal, which Contractor is not retained to construct the Project,

this license shall terminate immediately upon date set to receive bids or proposals. Where necessary, Contractor may provide the Documents to subcontractors consistent with the terms and conditions of this Agreement. In addition, this license shall terminate immediately upon any breach of the terms of this Agreement by the Contractor, or upon WSB's termination from the Project for any reason whatsoever. No other license or right shall be deemed granted or implied under this Agreement. The Contractor shall not assign, delegate, sublicense, pledge, or otherwise transfer the license granted herein to any other party except as provided herein. Any unauthorized use of the Documents shall be at the Contractor's sole risk and without any liability to WSB and/or WSB's consultants.

4. No Warranty. WSB makes no warranty either expressed or implied as to the suitability of these Documents for use by the Contractor. The Documents provided by WSB under this Limited License Agreement are for the convenience of the Contractor. Use of these Documents by the Contractor is done at their sole risk. These Documents are not the Project Documents. The Contractor is advised to take field measurements of the existing conditions as it relates to their work and to carefully compare these findings to the Project Documents. The Contractor is responsible to properly reflect in their work any subsequent changes made to the Project whether during Bidding, in the field, during construction, on the Record Documents or otherwise.

5. Indemnification. Contractor shall indemnify and hold harmless WSB against all actions, causes of actions, liabilities, claims, suits, judgments, liens, awards and damages to the extent caused by Contractor's or Contractor's consultants, subcontractor's, employee's or agent's modifications to the Documents, the breach of this Agreement, or the unauthorized use of the Documents by Contractor or anyone receiving the Documents or copies or derivations of the Documents from Contractor.

Contractor agrees to purchase and maintain insurance sufficient to cover the above stated indemnification.

6. Injunctive Relief. Contractor acknowledges that disclosure, transfer, or use of the Documents in violation of this limited license will cause irreparable harm to WSB for which monetary damages may be difficult to ascertain. Contractor, therefore, agrees that WSB will have the right, in addition to all other legal rights and remedies, to seek and obtain injunctive relief for any violation of this limited license.

7. Termination. This Agreement and the limited license granted herein will automatically terminate upon Contractor's breach of the provisions herein. Sections 1, 2, 4, 5 and 6 of this Agreement and the terms therein shall survive termination.

8. Governing Law. This Agreement will be governed by the laws of the State of Minnesota. If any provision of this Agreement is held invalid under any applicable law, such invalidity will not affect the other provisions of this Agreement that can be given effect without the invalid provision. All terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under law and when necessary. The court is requested to reform any and all terms or conditions to give them the intended effect.

This Agreement is entered into on the date first written above.

WSB LLC

**CITY OF SAINT PAUL PARKS &
RECREATION DEPARTMENT**

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Title)

Its: _____
(Title)

Name: _____
(Printed Name)

Name: _____
(Printed Name)