

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of _____, 20____, by and between **ROBERT N. LYNCH, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, A CORPORATION SOLE**, (hereinafter called "**Owner**"), and _____, whose address is _____, (hereinafter called "**Licensee**").

In consideration of \$1.00 Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Owner grants to Licensee a non-exclusive license to use the property described below, subject to the terms and conditions of this License Agreement, for the purposes of _____. The property located at and within the campus of _____, and is **specifically limited** to the following areas of the campus: _____.

2. The premises may be occupied and used by Licensee solely for the purposes stated above, upon the following date(s) and time(s): _____; This License Agreement shall terminate on: _____; however, Owner reserves the right to terminate this Agreement at any time. It is understood and agreed that nothing herein shall be considered as in any way constituting a partnership or joint venture between Owner and Licensee. This License is personal in nature and any assignment without the prior written consent of Owner shall be void. In the event of any litigation under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees.

3. Insurance requirements (check one):

_____ **Option I:** Licensee currently has or will procure and maintain in force at all times during the term of this License, general liability insurance and if applicable, workers compensation insurance, and agrees to name the Owner as an additional loss payee on all such policies AND to furnish a copy of a certificate of insurance to Owner.

_____ **Option II (single events only):** Licensee elects to purchase special events coverage through Owner, which covers a single event. The coverage is underwritten by Nationwide Mutual Insurance Company, Policy Number on file with Catholic Mutual Group, which provides \$1,000,000.00 combined single limit bodily injury, property damage and host liquor liability coverage per event (not per claim). Coverage does not apply to certain events, which include but are not limited to sporting events, carnival/festival events, events where a fee is charged (unless all proceeds go to charity) and other exclusions shown on the application, which is required for such coverage. **NOTIFICATION OF AN EVENT MUST REACH CATHOLIC MUTUAL GROUP AT LEAST FIFTEEN (15) DAYS IN ADVANCE OF THE EVENT.** Cost is \$_____.00. Please note: any liability insurance by Licensee will be primary in the event of a covered claim or cause of action.

Licensee acknowledges having inspected the property and finds the same is acceptable and suitable to Licensee's use. As such, Licensee accepts any and all risks of using the property and Owner shall have no responsibility for any use by Licensee or Licensee's agents, employees, or invitees. Licensee shall save Owner, Owner's agents, employees and invitees or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates, customers, guests, or function attendees harmless from any and all liability, claims, losses or expense (including attorney's fees) for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with the use or condition of the premises

covered by this license. Licensee shall bear any and all risk associated with any equipment, materials, or other items of personal property kept on site. Owner shall have absolutely no responsibility for any personal property. **OWNER MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE LICENSE GRANTED BY THIS AGREEMENT AND LICENSEE WAIVES ANY WARRANTIES IMPLIED BY LAW, ACCEPTING THE PREMISES AS IS.**

4. The Licensee, and/or its agents, contractors or employees, shall contact Owner's representative, namely: _____ whose phone number is _____ in the event of any issues regarding Licensee's use of the property. Licensee acknowledges and agrees that such use is on a non-exclusive basis and the parties will cooperate during the term of this License Agreement.

5. Licensee shall pay any and all taxes, fees and assessments, including permits, levied or assessed on the assets, business or property of the licensee pertaining in any way to the use of the property by Licensee.

6. This is a smoke-free building - no smoking by licensee or their guests will be allowed in the building. Smoking areas are located outside entrances to the building.

7. Licensee acknowledges and agrees that Licensor is committed to providing for the safety and well-being of its youth, its elderly and aged, and its disabled. Licensee represents and warrants that all persons affiliated or associated with the Licensee who have access to the Premises by virtue of this Agreement, shall meet the minimum level 2 screening requirements of Section 435.04, Florida Statutes, and Licensee shall perform all necessary background investigations to endure such compliance. If Licensor is not satisfied that this requirement has been met, Licensor may request that Licensee or any person affiliated with Licensee be prohibited from accessing the Premises, and Licensee shall immediately vacate the Premises or prohibit such person in violation from accessing the Premises. Licensee shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold Licensor harmless from any claims, resulting from Licensee's failure to comply with these requirements.

8. Other terms (none unless stated) _____

(Attach additional page if needed)

IN WITNESS WHEREOF the parties have caused this license agreement to be signed on the date written above.

LICENSEE:

OWNER:

BY: _____

BY: _____
Pastor/Principal/Organizational Head