

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of _____, 20____. The property is held in the name of **GREGORY L. PARKES, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, A CORPORATION SOLE**, and _____ (parish/school), is the equitable owner in possession (hereinafter called "**Owner**"). The Owner grants this License Agreement to _____, 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 the property described below (Premises), subject to the terms and conditions contained herein as follows:

a. During the term of this Agreement Licensee shall have the non-exclusive use of the Premises for the following purposes : _____ . The Premises is located at and within the campus of Owner and is specifically limited to the following areas of the campus: _____

b. Licensee agrees to restrict its use to such purposes and not use or permit the use of the Premises for any other purpose without first obtaining the consent of the Licensor. Licensee acknowledges that the use of the Premises is restricted by the Diocese of St. Petersburg to those persons who are members of the church and their guests, who adhere to the teachings and support of the mission of the Roman Catholic Church. In the absence of written permission from the Office of the Bishop of the Diocese of St. Petersburg, the Premises may not be used for any commercial purpose or by any person/entity not associated with the church. Licensee further agrees that it will not undertake to use the Premises for any purpose which contravene the doctrines, teachings or practices of the Roman Catholic Church, as determined in the sole and absolute discretion of the Bishop of the Diocese of St. Petersburg

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. Licensee accepts any and all risks of using the property including any injuries or death related to the activities Licensee will conduct and Owner shall have no responsibility for use of the Premises by Licensee or Licensee's agents, employees, or invitees. Licensee agrees to comply with all laws regarding its use, including any safety-related measures required by any state of emergency order(s) issued as a result of any health orders by Federal, State or local government. Licensee shall save Owner, Owner's agents, employees and invitees or any of its agents, family members, officers, volunteers, helpers, 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 the sole risk of loss associated with any equipment, materials, or other items of personal property brought onto the Premises by Licensee or Licensee's agents, employees or invitees. Owner shall have absolutely no responsibility for any such 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 comply with the DCF childcare provider screening requirements, if applicable, or if not applicable, shall comply with the Policy for the Protection of Children and Vulnerable Adults, which requires anyone entrusted with the care or supervision of minors or vulnerable adults meet the minimum level 2 screening requirements of Section 435.04 and 1012.465, Florida Statutes, and Licensee shall perform all necessary background investigations to ensure 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.

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