

DIOCESE OF VENICE
NON-EXCLUSIVE SPACE USAGE AGREEMENT AND LICENSE

This License Agreement (hereinafter the "Agreement") is made this ____ day of _____, _____, between Frank J. Dewane as Bishop of the Diocese of Venice, his successors in office, a corporation sole, (hereinafter the "Licensor") and _____ (hereinafter the "Licensee").

Licensor hereby licenses to licensee, on a non-exclusive basis, the use of the facilities identified below on the campus of _____, (hereinafter referred to as "The Premises") located at and known as _____, Florida, more particularly described to include the following:

_____.

1. **TERM.** Licensor licenses the use of the Premises to Licensee for the following dates and times:

_____.

2. **USAGE FEES/DEPOSIT.** Licensee shall owe Licensor a fee of \$_____ for use of the Premises. Licensee's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. Licensee shall pay Licensor the total non-refundable deposit fee in the amount of \$_____ by _____ for the use of Premises. The deposit can only be refunded within 48 hours after the signed and dated written contract has been received. The rental is not assured until both the contract and deposit have been received. The balance of \$_____ is due in full by _____. Failure to pay on the due date, will allow the Premises to be available to other licensees. In the event of cancellation, licensee must submit written notice to Licensor, one month before the event date, otherwise the full balance is due the Licensor.

3. **USE OF PREMISES.**

a. During the term of this Agreement, the Licensee shall have the non-exclusive use of the Premises for the following purpose(s): _____

beginning _____ and ending _____. Licensee agrees to restrict its use to such purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the consent of the Licensor. All use must be consistent with the teachings and tenets of the Roman Catholic Church as determined in the sole discretion of the Bishop of the Diocese of Venice in Florida.

- b. The licensee covenants and agrees:

(i.) **Rules and Regulations.** To abide by and conform to all rules and regulations from time to time adopted or prescribed by the Licensor, for the governance and management of Premises, including the conditions of use attached hereto and incorporated by reference herein.

(ii.) **Alcoholic beverages.** To not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon Premises except after obtaining the express written consent of Licensor. In such event, Licensee shall possess the necessary liquor license and permit.

(iii.) **Damage to Premises.** (a.) To assume full responsibility for the character, acts, and conduct of persons admitted to Premises including damage to any portion of the Premises or any equipment therein; (b.) To not injure, nor mar, nor in any manner deface said Premises or any equipment contained therein (c.) That if said premises or any portion of said building or any equipment contained therein during the term of this license shall be damaged by the act, default or negligence of Licensee, or of the Licensee's guests or of any person admitted to said premises by Licensee, Licensee shall cause the

premises and/or equipment to be returned to their condition as existed upon the execution hereof. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said by or with the consent of Licensee or any person acting for or on behalf of said Licensee.

(iv.) **Termination.** Licensee will vacate Premises within one (1) hour including the event time and Licensee needs to pick up excess waste on tables, etc. Event time is for a total of _____ (____) hours. All overtime must be prepaid before the event date at the rate of \$150.00. Should the Licensee's event extend beyond the number of hours, all overtime charges may be applied against and deducted from the security deposit held by Licensor.

4. **PARKING.** Licensor shall provide at least _____ () parking spaces to the Licensee for the term of this Agreement.

5. **ORDINANCES, STATUTES AND PERMITS.** Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Licensee. Licensee shall be solely responsible to procure any and all permits necessary for Licensees use, and to pay any and all taxes, fees and assessments 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. **ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign this Agreement or sublicense any portion of the Premises.

7. **ENTRY AND INSPECTION.** Licensee's use of the Premises is non-exclusive, and Licensor may enter at any time and for any purpose while Licensee is utilizing the Premises or at any other time.

8. **NUISANCE.** Licensee shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Licensor's use of the Premises.

9. **LIABILITY/INDEMNIFICATION OF THE LICENSOR.** It is expressly understood and agreed by and between the parties hereto that in no case shall the said Licensor be liable to the said Licensee, or any other person or persons, and Licensee assumes all risk for any injury, loss and/or damage to any person or property on the Premises or by virtue of any act, error, or omission of Licensee, whether the same is caused by or results from the carelessness, negligence, or improper conduct of the Licensee, its invitees, guests, employees or any person admitted to the premises by a Licensee. Licensee agrees to indemnify and hold Licensor harmless from all losses, damages, claims, actions and causes of action, expenses, including reasonable attorney fees incurred by Licensor in advance of or during the course of any litigations, appeal, bankruptcy or other proceeding, caused by or arising from, or in any way connected with this Agreement.

10. **INDEPENDENCE OF LICENSEE.** It is expressly understood and agreed by and between the parties hereto that Licensee is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Licensor. Licensor has no authority or control over any aspect of Licensee's operations, except as provided in this Agreement. Licensee is an entity entirely independent of Licensor related only by the independent contractual terms of this Agreement.

11. **WARRANTIES BY THE LICENSOR.** It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the Licensor, and there are no verbal agreements whatever between the Licensor and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

12. **INSURANCE.** The Licensee, at its cost, shall provide liability coverage in the amount of One Million and No Cents (\$1,000,000.00) Dollars per occurrence, and Three Million and No Cents (\$3,000,000.00) Dollars in the aggregate.

All insurance shall be placed with companies admitted doing business in the State of Florida or which shall have an AM Best rating of at least an "A". The Licensor must be a certificate holder on any policy of insurance purchased by the Licensee in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. The Licensee shall obtain the insurer's agreement to give not less than thirty (30) days advanced notice to the Licensor before cancellation, expiration or alteration of any policy of insurance. The Licensee agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. Licensor shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

13. **INSPECTION; PREMISES "AS IS".** Licensee acknowledges having inspected the Premises and finds the same is acceptable and suitable to Licensee's use. Licensee accepts any and all risks of using the Premises and Licensor shall have no responsibility for any use by Licensee or Licensee's agents, employees, or invitees. Licensee shall bear any and all risk associated with any equipment, materials, or other items of personal property kept on site. Licensor shall have absolutely no responsibility for any personal property. **LICENSOR 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".**

14. **SAFE ENVIRONMENT.** 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 Policy of the Diocese of Venice for the Protection of Children and Vulnerable Adults (as amended). The Diocese shall perform all necessary background investigations to endure such compliance. The Licensee shall also complete the Diocesan Safe Environment Program online training (child safety) course prior to gaining access to the Premises.

15. **SMOKING PROHIBITED.** The Premises 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. If applicable, any entertainer may use no artificial smoke as fire alarm is in operation.

16. **SECURITY.** Licensee may be required to have at least one (1) or more law enforcement officers in uniform on duty during the event, or the number which may be necessary to maintain adequate security and crowd control. The number of law enforcement officers will be determined by the Licensor. Licensee will pay the cost per hour per officer of the current departmental rate. The Licensor will be responsible for arranging for law enforcement officers to be present for event. The parties agree that _____ officer(s) are to be present during the event.

17. **REPRESENTATIVE.** The Licensee, and/or its agent(s), shall contact the Licensor's representative, namely: _____ whose phone number is: _____ in the event of any issues regarding Licensee's use of the Premises. 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

18. **DEFAULT.** If Licensee fails to abide by and perform all covenants, stipulations and conditions of this Agreement, Licensor may, at its option, immediately terminate and end this Agreement and the license hereby granted, and all rights and interest of the Licensee thereunder forthwith.

19. **EXPIRATION.** At the expiration or termination of this Agreement, as herein provided, the Licensee will, within 24 hours, remove any of Licensee's property located at the Premises. Additionally, Licensee shall surrender Premises in the same condition as when it took possession.

20. **NOTICES.** Any notice which either party may or is required to give, shall be given in writing and shall be given by mailing the same, postage prepaid, to Licensee at the address shown below or Licensor at the address shown below, or at such other places as may be designated by the parties from time to time.

Licensee:

Licensor:

21. **GOVERNING LAW AND VENUE.** Agreement shall be governed by the laws of the State of Florida and venue for the enforcement of this agreement shall be in the County where the Premises are located.

22. **SEVERABILITY AND ENFORCEABILITY.** The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

23. **ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

24. **TERMINATION.** Licensor reserves the right to cancel this Agreement at any time without cause upon thirty (30) days advanced notice or immediately if for cause as determined by Licensor in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Licensor:

By: _____
Title: Pastor

Licensee:

By: _____
Title: