

**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 _____, (hereinafter referred to as "The Premises") located in the City of _____, County of _____, State of Florida, more particularly described as follows:

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

2. **USAGE FEES.** 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.

3. **USE OF PREMISES.**

a. Licensor covenants that it is the owner of the Premises located in _____ County, Florida, and that said Premises are in good repair and suitable for Licensee's purposes described herein.

b. 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 _____.

c. 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.

d. The licensee covenants and agrees:

(i.) **Conditions of the Premises.** To quit and surrender said Premises and all equipment therein to Licensor at the end of said term in the same condition as the date of the commencement of this agreement, ordinary use and wear thereof only excepted.

(ii.) **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.

(iii.) **Liability.** To save the Licensor harmless from and to indemnify it against any claim or liability for any use arising in connection with the use of the Premises by Licensee, its agents, servants, invitees, and employees. Licensee further agrees to hold Licensor harmless for any injury, loss, or damage to any person or property on the Premises or by virtue of any act, error, or omission of Licensor, whether the same is caused by or results from the carelessness, negligence, or improper conduct of Licensor, its agents or employees. Licensee shall also indemnify Licensor for all attorneys fees and legal expenses incurred in the defense of any claim arising in connection with Licensee's use of the premises.

(iv.) **Amounts Due.** To pay Licensor on demand any sum which may be due to Licensor for additional service, accommodations, or materials furnished or loaned by Licensor.

(v.) **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.

(vi.) **Improvements.** To make only those alterations, additions, or improvements, in, to, or about the Premises which have been approved in advance and in writing by Licensor.

(vii.) **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, and to not cause or permit anything to be done whereby the said Premises or equipment therein shall be in any manner injured, marred or defaced; and to not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein and to not make nor allow to be made any alterations of any kind to said building or 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 agents, employees, patrons, guests or of any person admitted to said premises, 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 building by the consent of the said Licensee or by or with the consent of any person acting for or in behalf of said Licensee.

(viii) **Seating Capacity.** To not admit a larger number of persons to the Premises than the seating capacity thereof will accommodate.

(ix.) **Discrimination.** To not discriminate in its membership or methods of conducting business with respect to race, color, age, handicap, sex, marital status, national origin or veteran status.

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

5. **ORDINANCES AND STATUTES.** 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.

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, 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 agents or employees or otherwise, the said Licensee hereby taking all risk and indemnifying Licensor for any such damage or injury. Licensee agrees to hold Licensor harmless from any claims for damages, caused by the act, error, or omission of Licensee, its agents, employees, assigns, invitees or otherwise.

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 to do 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 advance 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. 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.

14. 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.

15. 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:

16. 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 _____ County, Florida.

17. 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.

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

19. **TERMINATION.** Licensor reserves the right to cancel this Agreement at any time without cause upon thirty (30) days advance 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:

Licensee:

By: _____
Title: