

FACILITIES LICENSE AGREEMENT

This **FACILITIES LICENSE AGREEMENT** ("License") between Licensor and Licensee is made effective as of the later of the two dates accompanying the signatures below. In consideration of the mutual covenants and agreements herein set forth, Licensor hereby grants to Licensee a revocable license for the use of the Facilities, upon and subject to all the terms, conditions and provisions herein set forth.

LICENSOR (PARISH OR AGENCY):

Address:

Phone:

Contact Person:

LICENSEE:

Legal Name:

Address:

Phone Number:

Contact Person:

FACILITIES:

Include the name of buildings,
rooms, restrooms, kitchen,
parking areas, etc....

ADDRESS OF FACILITIES:

PERSONAL PROPERTY:

List all personal property
Licensee may use such as tables,
chairs, audio visual equipment,
gym and/or kitchen equipment, etc.

ALCOHOL:

Will liquor, beer,
or wine be served or sold?

TIME OF USE:

Include date(s) and hour(s),
inclusive of set up and clean up time

PERMITTED USE:

Description of approved event,
type of guests (public or private),
activities to take place in Facilities.

APPROVED VENDORS:

Include caterer, DJ, etc...

COMPENSATION AMOUNT:

SECURITY DEPOSIT:

PLACE OF PAYMENT:

If keys are to be picked up and
dropped off at a location other
than the Place of Payment, explain

- 1) **TIME OF USE.** This License shall be valid only for the Time of Use. Licensee shall use and occupy the Facilities during the Time of Use and none other. Failure to vacate the Facilities by the end of the Time of Use and to remove all trash, food, decorations, equipment, or other personal property from the Facilities shall result in a late penalty fee at a rate of _____.
- 2) **COMPENSATION.** Licensee shall pay to Licensor the Compensation Amount at the Place of Payment no later than one (1) day before the commencement of the Time of Use.
- 3) **SECURITY DEPOSIT.** Licensee shall deposit the Security Deposit at the Place of Payment no later than fifteen (15) days before the commencement of the Time of Use as security for Licensee's performance under this License. The Security Deposit is not an advance payment of the Compensation Amount or a measure of damages. If Licensee violates the terms of this License, Owner may apply the whole or any part of the Security Deposit to the payment of any sum due, including, but not limited to, restoration and/or cleanup costs necessary at expiration of the License. Should the Licensee comply with all of the covenants and conditions of this License, the Security Deposit or any balance thereof shall be returned to Licensee.
- 4) **USE.** Licensee shall use and occupy the Facilities for the Permitted Use and none other. Licensee shall not enter onto or use any of Licensor's real property other than the Facilities for the Use.
- 5) **PERSONAL PROPERTY.** Licensee may use the Personal Property and no other personal

property of Licensor. If Licensee is permitted by Licensor to provide catering at the Facility, Licensee shall be responsible for its own equipment, set up and clean up. Licensee shall be responsible for bringing its event supplies, including but not limited to plates and linens.

- 6) **CONDITION OF FACILITIES AND PERSONAL PROPERTY.** Licensee accepts the condition of the Facilities and Personal Property "AS IS" and "WHERE IS". No representations as to the condition or repair thereof have been made by Licensor or its agents prior to or at the execution of this License that are not herein expressed or endorsed.
- 7) **APPROVED VENDOR(S).** All vendors must be approved by Licensor. Only the Approved Vendor(s) may service the event.
- 8) **INSURANCE; HOLD HARMLESS.**
 - a) Licensee hereby covenants and agrees to carry insurance in the form and amounts approved by Licensor, as specifically described and listed in Exhibit A. Insurance may be satisfied in one of the following two ways subject to Licensor's approval:
 - i) If Licensee is not an organization that regularly carries insurance, Licensee's completed and signed "INSURANCE EXPECTATIONS" is attached hereto as Exhibit A. Licensee agrees to pay all costs for insurance coverage under the "INSURANCE EXPECTATIONS"
 - ii) If Licensee is an organization that regularly carries insurance, then prior to the commencement of the Time of Use, Licensee shall deliver certificates of insurance to Licensor evidencing adequate coverage, all in form satisfactory to Licensor, with at least the following coverages:
 - (1) Commercial General Liability Insurance, including Products and Completed Operations Liability, Personal and Advertising Injury, and Contractual Liability coverages, on an occurrence basis, with a minimum per occurrence limit of One Million Dollars (\$1,000,000.00) and a minimum annual aggregate limit of Two Million Dollars (\$2,000,000.00). Licensee will name Licensor as an additional insured on the insurance coverage;
 - (2) \$100,000 for damages to or destruction of any property of others;
 - (3) If liquor will be served but not sold, the Commercial General Liability insurance shall expressly include host liquor liability insurance naming the Licensor as "additionally insured".
 - (4) If liquor will be sold (including when liquor is included in the price of admission), Liquor Liability Coverage, a/k/a "Dram Shop," naming the Licensor as "additionally insured".
 - (5) Any other insurance, including Worker's Compensation or Automobile insurance,

required by Licensor for the event described in this License as described in Exhibit A.

- b) Licensee shall not be released from any liability whatsoever if Licensee fails to maintain the coverages described above. Licensee shall not be entitled to use of Licensor's property for any period during which Licensee is not covered by the required certificates of insurance. The failure to provide acceptable certificates of insurance shall be deemed a breach of this License but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.
 - c) To the fullest extent permitted by law, Licensee, its successors and assigns, shall indemnify, defend (with counsel acceptable to Licensor) and hold harmless the Diocese of Springfield in Illinois, the Roman Catholic Diocese of Springfield in Illinois Trustee Corporation, the Licensor Parish Real Estate Trust, the Licensor, and their present and future officers, employees and agents, and interest in any property, including the parish named on the first page of this License, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and reasonable attorney's fees arising out of or from any accident or other occurrence on or about the Facilities or Licensor's real property as a result of, incident to, occasioned by, or during Licensee's use, causing injury to person or property whomsoever and whatsoever; and will indemnify, defend (with counsel acceptable to Licensor) and hold harmless the aforementioned parties from any and all claims, costs, or expenses arising out of any failure to comply with and perform all the requirements and provisions agreed to and required by any law and ordinance.
 - d) Licensee's obligations of defense and indemnification hereunder, repair and maintenance hereunder, and payment shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee under workmen's compensation acts, disability benefit acts or other employee benefit acts or by Licensee's insurance coverages.
- 9) **COVENANTS REGARDING USE.** Licensee agrees, for itself and its agents, vendors and invitees, to observe the following covenants:
- a) **Rules.** Licensee shall comply with all specific parish rules and regulations set forth on Exhibit B attached hereto and incorporated herein by reference.
 - b) **Keys.** Licensee shall obtain keys at the beginning of the Time of Use at the Place of Payment (unless otherwise specified on the second page of this License) and shall return keys thereto at the end of Time of Use.
 - c) **Compliance with Law.** In connection with Licensee's use of the Facilities, Licensee shall, at Licensee's sole cost and expense, fully comply with all laws, statutes, ordinances, codes, decrees rules and regulations of any federal, state, county, municipal or other governmental or quasi-governmental authority having jurisdiction thereof, or as promulgated by any official thereof (hereinafter, "Applicable Laws") applicable to this License or to Licensee's Use. Applicable

Laws include but are not limited to, those relating to criminal activity, disturbance of the peace, public nuisances or protection of health, safety or welfare, special event permits from local authorities (such as permits for outdoor festival, carnival or street fair, itinerant merchants, booths in the public way, street closures, sale or service of liquor, erecting a tent). Licensee shall provide Licensor copies of applications and permits required by Applicable Laws at least five (5) days prior to the commencement of the Time of Use. To the extent Licensor is obligated to pay for costs and expenses associated with Licensee's lack of compliance with law, Licensee shall reimburse Licensor within ten (10) days after receipt of written notice from Licensor.

- i.) Licensee shall fully comply with all local, state, and CDC guidelines concerning limitations, precautions, cleaning, safe-distancing, occupancy limits or other rules concerning COVID-19 and/or other communicable diseases, and will ensure that all guests of Licensee do the same.
- d) **Security of Persons and Property.** Licensee shall be fully responsible for securing the Facilities, any personal property on the Facilities, and persons in the Facilities. If reasonably necessary, Licensee shall hire adequate security personnel to monitor and regulate invitee behavior and compliance with all of Licensee's covenants herein.
- e) **Name or Logo.** Licensee is not to use the name, logo or any other marks owned by or associated with the Licensor or parish or the name of any representative of the Licensor or parish, except for the limited purpose of identifying the location in advertising or other notices relevant for Licensee's Use.
- f) **Signage; Decorations.** Licensee shall not display, inscribe, paint, print, maintain or affix on any place in or about the exterior of the building or building complex any sign, notice, legend, direction, figure or advertisement, unless Licensee has in each instance first obtained the consent of Licensor. Licensee shall not mount or affix any signs or decorations on any wall, window or other interior surface of the Facilities except in locations approved by Licensor and in such event with materials in and in a manner approved by Licensor. Licensee shall be liable for the cost incurred by Licensor in repairing any damage caused by any such signs or decorations.
- g) **Obstruction.** Licensee shall not obstruct or use for storage or for any other purpose other than ingress and egress, the sidewalks, driveways, entrances, passages, courtyards, corridors, vestibules, halls and stairways on the Licensor's real property.
- h) **Waste.** Licensee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures or mechanical systems, including heating, ventilation and air conditioning systems.
- i) **Electrical Current Limitations.** Licensee shall not install or permit to be installed at the Facilities any equipment which uses an amount of electrical current, together with all other equipment using electric current, in excess of the maximum amount of electrical current which can be safely used at the Facilities.

- j) **Animals.** Licensee shall not permit animals other than service animals on the Licensor's real property.
- k) **Licensee Warranties and Representations.** Where children or youth associated with the parish will be participants in Licensee's Use, Licensee hereby warrants and represents to Licensor that, as of the date hereof, all of Licensee's employees, volunteers, officers, agents and independent contractors present at Licensor's Facilities, shall have received safe environment training from a qualified third-party in the business of providing safe environment training and shall have been subject to, and passed free of any enumerated offenses, criminal background checks performed by a qualified third-party in the business of performing criminal background checks.
- l) **Condition of Facilities at End of Time of Use.** Not later than the end of the Time of Use, the Facilities must be left in clean and good order, including the following:
 - i) Grounds outside the Facilities (including parking areas, sidewalks) must be free from litter generated by Licensee's Use.
 - ii) All trash must be placed in designated trash receptacles.
 - iii) Licensee shall clean the Facilities and Personal Property and return the Facilities and Personal Property to their original condition.
 - iv) Licensee shall turn off all water (sinks), close all windows, turn off lights and other electrical equipment, lock all doors and set the alarm, if any.
 - v) In the event Licensee is permitted by Licensor to use the kitchen located in the Facilities, the kitchen shall be in clean and good condition, dishes and cooking utensils shall be cleaned and returned to their proper storage locations after use, all burners and dishwashers must be turned off, and the pilot light of the stove must be turned on at all times.
 - vi) Licensee shall remove all personal property placed in the Facilities by Licensee. If Licensee fails to remove all personal property placed in the Facilities by Licensee, Licensor shall have the right, at Licensee's expense, to remove and dispose of all property in the Facilities without further notice and without liability to Licensee.
- m) **Prohibited Behavior.** Licensee shall use all reasonable measures to prohibit the following behavior at the Facilities and on Licensor's real property:
 - i) Use, possession, and/or concealment of a firearm/destructive device or other weapon (other than by authorized law enforcement officials);
 - ii) Use, possession, and/or concealment of illegal substances;
 - iii) Use, possession and/or distribution of alcoholic beverages, except as otherwise expressly permitted under this License and in accordance with the insurance requirements listed in

Exhibit A;

- iv) Use of tobacco products;
 - v) Loitering and Disorderly conduct or disruptive behavior, or any other behavior which might disturb neighbors of the Parish or constitute a nuisance.
 - vi) Licensee shall not use or permit the premises to be used in any manner which would interfere with, disturb or disrupt the Parish and its members and invitees using the Church or other portions of the premises for which Parish retains sole use and occupancy during the term of this License. Licensee shall not use or permit any portion of the premises to be used in any manner that is contradictory to the teachings or mission of the Roman Catholic Church and the Diocese of Springfield in Illinois, or espouse or promote the espousal of any particular viewpoint that is contradictory to the teachings of the Roman Catholic Church and the Diocese of Springfield in Illinois.
- n) **Supervision of Minors.** In the event that any individuals under the age of eighteen (18) will be entering onto or occupying the Facilities, not less than the greater of (a) two (2) adults over the age of eighteen (18) or (b) one (1) adult for every ten (10) individuals under the age of eighteen (18) must be present in the Facilities at all times.

10) MISCELLANEOUS.

- a) This License shall be governed by and construed in accordance with the laws of the State of Illinois. Licensee shall pay Licensor all costs, expenses and reasonable attorney fees incurred with respect to the enforcement of this Agreement.
- b) This License embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

- 11) **LICENSOR'S TERMINATION RIGHT.** Notwithstanding anything set forth in this License to the contrary, in the event Licensor requires the use of the Facilities during the Time of Use, Licensor shall have the right to terminate this License by giving Licensee not less than twenty-four (24) hours prior notice thereof, in which event the Compensation Amount and any Security Deposit shall be returned to Licensee, and Licensee shall promptly return the keys to the Facilities to Licensee.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day and date first set forth above.

LICENSOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

**INSURANCE EXPECTATIONS
Liability and Dram Shop**

(To be attached)

Exhibit B

Other Rules Promulgated by Parish

(To be attached)