

LICENSE AGREEMENT FOR TENANT EVENT

THIS AGREEMENT is entered into between _____ ("Licensor") and _____, a _____ (collectively, "Licensee") as of the "Preparation date" set forth in Section 2 below.

RECITALS

A. Licensor owns that certain real property located at _____ (the "Facility").

B. Licensee desires, subject to the terms and conditions set forth in this Agreement, to utilize the License Space (defined below) at the Facility for use for _____ (the "Event") on _____ during the following hours: _____. The "License Space" means _____. A site plan or floor plan showing the location of the License Space is attached to this agreement as Exhibit A.

C. Licensee estimates that approximately **XX** people will attend the Event.

ACCORDINGLY, the parties agree as follows:

AGREEMENT

1. Grant and License. During the period (the "Term") commencing upon the Preparation Date (as defined in Section 2 below) and ending upon the restoration date (as defined in Section 4 below), Licensee shall have the nonexclusive right to use the License Space for the purposes described in Recital B above, and for reasonable and customary uses incidental thereto, in connection with the Event, but not for any other purpose or use. In no case shall the number of people present in, on, or about the License Space at any one time during the Event exceed by more than 25% the number of anticipated attendees set forth in Recital C above. This License Agreement creates a non-exclusive license only and Licensee acknowledges that Licensee does not and will not claim at any time any interest or estate of any kind or extent whatsoever in the License Space or the Facility by virtue of the license granted hereunder. The right to use the License Space, and the right of ingress and egress over the License Space, is expressly reserved by Licensor and its successors, grantees, invitees and assigns.

2. Preparation for Event. Licensee acknowledges that it has inspected the License Space and hereby accepts it in its AS-IS/WHERE-IS condition. Licensee shall be solely responsible for preparing the License Space for the Event, and for obtaining any and all other necessary licenses and permits such as, without limitation, any required governmental permits, and any licenses that may be required by Licensee for the Event. Without limiting the foregoing, Licensee acknowledges that Licensee will need to obtain, and will be solely responsible for obtaining, any license or variance or other governmental permit for or in connection with the Event. Licensee shall not begin the physical preparation of the License Space for the Event prior to the following date and time (the "Preparation Date"): _____, 2017 at ____.

3. Alterations. N/A

4. Clean-Up and Restoration. Licensee shall complete the Restoration Work (as defined below) not later than the following date and time (the "Restoration Date"): _____, 2017 at ____.

As used herein, the term "Restoration Work" shall include (a) the removal of any and all structures, plant, equipment, furniture, other items of personal property, debris, or litter installed, placed or discarded in, on or about the License Space by Licensee or any person acting under Licensee's direction, control, or invitation (express or implied) in connection with the Event (collectively, the "Licensee Parties"), (b) the repair of any damage caused to the License Space or any other portion of the Facility by any of the Licensee Parties, and (c) the restoration of the License Space to "broom-clean" condition, and in all other respects to the same condition as the License Space was in immediately prior to Licensee's first use thereof. In the event that any

such work cannot reasonably be completed within such period of time, Licensor shall have the right to perform such work, in which event Licensee shall reimburse Licensor for all costs reasonably incurred by Licensor in connection therewith, plus an administrative fee equal to 15% of such costs.

5. Use Fees and Security Deposit. N/A

6. COVID. Licensee shall comply with all applicable laws and regulations in running the Event, including, but not limited to, laws and regulations implemented by the State and/or local governments where the Facility is located (collectively, "Laws") as a result of the novel coronavirus (COVID-19) pandemic or other pandemics. These Laws may include, but are not limited to, the use of personal protective equipment and/or face coverings and following social distancing guidelines. Licensee shall not take, and is not authorized to take, any action in the name of or on behalf of Licensor's Agent or Licensor, or which would violate any applicable Laws.

7. Insurance.

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the entire term of this License Agreement, the policy or policies of insurance specified in Exhibit B attached hereto and made a part hereof (the "**Insurance Policies**").

A. The Insurance Policies shall: (i) be in forms and underwritten by insurance companies subject to Licensor's prior written approval, which shall not be unreasonably withheld or delayed; (ii) name as additional insured parties the Required Additional Insureds (defined below); and (iii) contain clauses whereby the underwriters thereof agree not to cancel the policies providing Licensor at least 30 days' prior written notice of such cancellation or non-renewal.

B. Prior to the commencement of the term of this License Agreement, Licensee shall provide to Licensor certificates evidencing that each of the Insurance Policies is in full force and effect and has been prepaid for the entire term of this License Agreement.

Please note that the following parties must be named as additional insureds on the certificate ("Required Additional Insureds"):

Vendor Insurance. Licensee acknowledges that insurance certificates must be provided to Owner by any subcontractor or vendor before entering the property to perform services on behalf of Licensee (e.g., decorators, food vendors, caterers, etc.). Specific insurance requirements are listed in Exhibit B of this agreement. Licensee must submit to Owner a list of subcontractors and vendors that will be coming onto the property to perform services on behalf of Licensee.

8. Indemnity. Licensee will indemnify, defend and hold harmless Licensor and Licensor's agents and their respective officers, directors, beneficiaries, shareholders, partners, employees, agents and contractors (the "**Licensor Parties**") from and against any and all loss, damage, claim, demand, liability or expense (including reasonable attorneys' fees) resulting from (i) claims for payment by Licensee's materialmen, suppliers, vendors, subcontractors, employees, agents or independent contractors, and (ii) claims by third parties and based on any acts or omissions of Licensee and its employees, agents and vendors or subcontractors in connection with the Facility or Licensee's use of the License Space (including, without limitation, claims arising from Licensor's failure to obtain or comply with any and all other necessary licenses and permits such as, without limitation, any required governmental permits), except (in the case of this clause (ii)) to the extent caused by the willful misconduct or gross negligence of the Licensor Parties. Licensee will have the right and obligation to assume the defense of any claim covered by this indemnity on behalf of both itself and the Licensor Parties, and the Licensor Parties may not settle such claim without the consent of Licensee, provided (a) Licensee acknowledges to the

Licensor Parties in writing that it is responsible for such claim under the terms of this paragraph and (b) the lawyers selected by Licensee to handle such defense are reasonably satisfactory to the Licensor Parties and such representation does not result in a conflict of interest for such lawyers. In connection with any such third party claim against Licensor Parties for which Licensee is obligated to indemnify Licensor Parties, the Licensor Parties may participate in the defense of such claim at their own expense unless Licensee fails to fulfill its indemnity obligations pursuant to this Section, in which case the reasonable expense of the Licensor Parties in defending against such claim will be paid by Licensee. The provisions of this paragraph will survive the expiration or sooner termination of this Agreement.

9. Release of Liability. Licensee hereby releases from liability, waives all claims against, and agrees not to sue, any of the Licensor Parties for any loss, theft, or damage of or to property in or about the License Space from any cause whatsoever, including, without limitation, the sole active negligence, gross negligence or willful misconduct of such Licensor Party(ies), but not from claims by third parties against Licensee caused by the Licensor Parties' willful misconduct or gross active negligence.

10. Authority. Licensee, and the person executing this License Agreement on behalf of Licensee, represent and warrant that Licensee has full corporate or partnership or limited liability company ("LLC") power and authority, as the case may be, to enter into this Agreement and has taken all corporate or partnership or LLC action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this License Agreement constitutes a valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms. Licensor, and the person executing this License Agreement on behalf of Licensor, represent and warrant that Licensor has full organizational power and authority to enter into this License Agreement and has taken all organizational action necessary to carry out the transaction contemplated herein, so that when executed, this License Agreement constitutes a valid and binding obligation of Licensor, enforceable against Licensor in accordance with its terms. However, pursuant to Section 2 of this Agreement, Licensee will be solely responsible for obtaining, at Licensee's sole cost, any and all other necessary licenses and permits such as, without limitation, any required governmental permits.

11. Security Services. Licensee shall furnish such security services and make such other arrangements as may be appropriate in order to insure that the Event is conducted in a safe, lawful and orderly manner, without damage to or loss of any real or personal property, without injury to any person, and without disturbance or annoyance to any other occupant of the Facility or to the public. Without limitation to the generality of the foregoing, Licensee specifically agrees to provide the following security services:

Adequate security services as deemed appropriate or required by Licensee.

12. Publicity. ***[Licensee shall obtain Licensor's prior review and approval (which shall not be unreasonably withheld or delayed) of any signs, brochures, and other written promotional materials, if any, that publicize the Event and identify the name of the Facility, Licensor, or any of the Licensor's agents.]***

13. Alcoholic Beverages. Licensee will not serve or permit or suffer to be served at the Event alcoholic beverages except within the Leased Premises of XXXX or XXXX as the designated area.

14. Sound. Licensee agrees that the sound level (at all times) of any amplified sound from Licensee's equipment in the Facility may not exceed the maximum sound level permitted by Licensor. If the sound level exceeds this maximum, Licensee shall lower the volume and stop the sound upon request.

15. No Subletting or Assignment. N/A.

16. Licensor's Remedies. The rights and remedies of Licensor in the event of any breach by Licensee of this Agreement shall be limited to Licensor's right to recover damages, if any, in an action at law, and, in the event of a material breach of this Agreement by Licensee, such remedies (such as,

without limitation, specific performance, and the right to terminate or rescind this Agreement) as may be available in equity.

17. Entire Agreement. This Agreement embodies the entire agreement between, and understanding of, the parties and supersedes all prior agreements and understandings (oral or written) between the parties with respect to the subject matter hereof.

18. Authority of Signatories. Each individual executing this Agreement on behalf of either party hereby represents, warrants, and certifies that he/she has been and is duly authorized to execute and deliver this Agreement on behalf of such party and that no other signatory is necessary to bind such party. Licensor represents to Licensee that, as of the date hereof, Licensor is the owner or authorized agent for the owner of the Facility and that Licensor has full authority to enter into this agreement and grant the rights herein granted.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Preparation Date set forth in Section 2 above.

LICENSOR:

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

By: _____
Name: _____
Title: _____
Date: _____

Address:

Exhibit A

License Space

Exhibit B

Required Insurance Policies

Workers Compensation		Statutory
Employers Liability		Waiver of subrogation required \$1,000,000 Each Coverage and Policy Limit
Commercial General Liability		\$1,000,000 per occurrence \$2,000,000 aggregate
Liquor Liability - Required from bartender or caterer		\$1,000,000 per occurrence Combined Single Limit Bodily Injury, including death, and Property Damage Including but not limited to: Contractual Liability Personal & Advertising Injury (Employee Exclusion Delete)
Auto Liability		\$1,000,000 each accident Combined Single Limit
Insurance for owned, non-owned, hired or rented vehicles		for Bodily Injury including death, and Property Damage
Umbrella Excess Liability	\$10,000,000	Per occurrence and Aggregate, excess of: Employer's Liability, Commercial General Liability, Liquor Liability and Automobile Liability

Policies must be noncancellable during term of license except upon 30 days' prior written notice to Licensor. All insurance policies shall be primary and non-contributory to any insurance maintained by Licensor and shall also contain a waiver of subrogation in favor of Licensor and all additional insured parties.

Vendors and subcontractors must provide evidence of all insurance coverages described above *in limits deemed appropriate to Licensee* and including waivers of subrogation and additional insured status to License and Required Additional Insureds. Licensee shall require in all vendors and subcontractors contracts written agreement to provide such insurance including all terms and conditions, additional insured status, waiver of subrogation and indemnity to Licensor and additional insured parties. Certificates, reasonably acceptable to Licensor, must be provided prior to the Event.