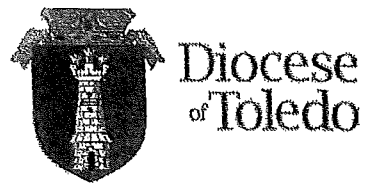


# LICENSE AGREEMENT FOR PARISH – SCHOOL – DIOCESAN PROPERTY



**THIS LICENSE AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between  
*(Name of Person and/or Organization)* \_\_\_\_\_  
 (“Licensee”) and  
*(Name of Parish – School – or Diocesan Organization)* \_\_\_\_\_  
 (“Licensor”).

**Licensee and Licensor agree to the following terms:**

1. **PREMISES & TIME:** Licensee will have use of the space described below (“Premises”)  
*(Short Description of Space to be Used)* \_\_\_\_\_  
 between the times of \_\_\_\_\_ AM/PM and \_\_\_\_\_ AM/PM on \_\_\_\_/\_\_\_\_/\_\_\_\_\_.

2. **PURPOSE:** Licensee will use the space for the purpose of *(Description of How Premises Will be Used)* \_\_\_\_\_  
 and for no other purpose without the written consent of the Licensor. Licensee acknowledges that Licensee has inspected the Premises and has found it to be suitable for Licensee’s intended purpose in “as is” condition.  
 Estimated # of Attendees: \_\_\_\_\_ Will food be served: \_\_\_\_\_

3. **PAYMENTS:** To reserve a space, Licensee shall pay Licensor deposits and charges as described below. Licensor reserves the right to remove or adjust these amounts at Licensor’s sole discretion.

**Premises Deposit:** \$ \_\_\_\_\_ **Premises Balance:** \$ \_\_\_\_\_ **Damage Deposit:** \_\_\_\_\_  
 \*due 30 days prior to Event \*due 14 days prior to Event \*due 30 days prior to Event

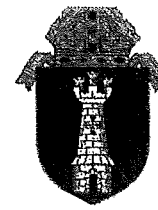
The Damage Deposit will be returned to the Licensee upon Licensee’s full performance of this Agreement or shall be forfeited to the Licensor to cover any unsatisfied obligation of Licensee under this Agreement. Licensee shall pay Licensor by check, cash or credit card (MasterCard or Visa) within the timeframes set forth herein or forfeit this reservation.

4. **DAMAGE AND INDEMNITY:** In the Event any portion of the Premises are damaged by the act or omission of Licensee or by Licensee’s agent, employees, patrons, customers guests, invitees, licensees, vendors or any other persons admitted to the Premises by the Licensee, the Licensee shall pay Licensor upon demand such sum beyond the deposits received as shall be necessary to restore the damaged property to the condition that existed prior to the occurrence of the damage. Further, Licensee agrees to indemnify, defend and hold harmless Licensor and the Diocese of Toledo, and their employees and agents, from and against any and all claims, damages or liabilities resulting from or caused by Licensee’s use of the Premises including but not limited to possible exposure to and/or infection with Covid-19 or other infectious diseases or Licensee’s failure to comply with this License Agreement.

Tape and adhesives must be approved by the Licensor prior to use in the Facility. No pins, tacks, nails, or any other puncturing devices are allowed. Glitter, confetti, sand or any substance that causes litter or debris inside or outside the Facility or on the grounds is prohibited unless approved in writing by Licensor prior to the Event.

Licensee shall be responsible for cleaning of the following items/areas  
*(check appropriate box/item):*  
 Trash/Decoration Removal  Floor Sweeping/Mopping  Appliances  
 Table/Chair take-Down  Other: \_\_\_\_\_

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5. **CANCELLATION & FORCE MAJEURE:** If Licensee cancels the Event:

- More than thirty (30) days prior to the Event, Licensee will be returned all deposits.
- Less than thirty (30) days prior to the Event, Licensee will forfeit all deposits.
- Less than five (5) days prior to the Event, Licensee shall be liable to the Licensor for all charges incurred to date of the cancellation and the rental fee.

Licensee shall remain liable for full payment of the rental fee in the event Licensee's activities are canceled or suspended due to Licensee's failure to comply with any Directives or with the terms of this License.

Licensor may cancel this Agreement upon thirty (30) days written notice without liability to the Licensee. Licensor may suspend or terminate this License Agreement and its obligations hereunder if, as a result of causes beyond the Licensor's reasonable control ("Force Majeure Events"), it becomes impossible for the Licensor to meet its obligations under the License Agreement as determined in the sole discretion of Licensor. Force Majeure Events include without limitation the following: acts of God, fire, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of government (including stay at home orders), war (whether or not declared), acts of terrorism, pandemic, epidemic, or other similar causes. In any Event, Licensor's liability shall be limited to repayment of any advances paid by Licensee.

6. **ALCOHOL SERVICE:** Please check the appropriate scenario below:

Licensee **is not** intending to sell beer, wine, spirits or other alcoholic beverages at the Premises. None of the following activities will occur under this License Agreement: no cash bar, no donations to cover the cost of beer, wine, spirits, or other alcoholic beverages.

Licensee **is** intending to sell beer, wine, spirits or other alcoholic beverages at the Premises. Licensee shall be responsible for obtaining the required liquor/beer permit from the civil authorities and shall provide a copy of the same to the Licensor prior to the use of the Premises. Licensee acknowledges that a temporary liquor permit will be required if Licensee or vendor(s) intends to sell alcoholic beverages, serve alcoholic beverages at an event for which there is any admission or cover charge, or serve alcoholic beverages at any event other than a private function restricted to invited guests.

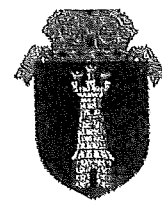
7. **PERMITS:** Licensee shall obtain and pay for any and all permits required for Licensee's activities at the Premises and ensure Licensee vendors have procured proper licenses and permits.

8. **INSURANCE REQUIREMENTS:** At the Licensee's sole cost and expense, the Licensee shall maintain insurance of the kind and amounts listed below (please check appropriate event type below):

**PERSONAL FUNCTIONS:**

- If alcoholic beverages will not be served or available in any capacity, additional insurance is not required beyond personal liability insurance with a limit of at least \$1,000,000, and Auto Liability compliant with statutory requirements if a personal vehicle is to be driven on Lessor property.
- If any alcoholic beverages will be served with no charge of any kind, Host Liability Insurance must be purchased.
- If alcohol will be served with a charge of any kind (including, but not limited to a charge per drink, admission, cover charge, membership charge, or any other remunerative fee), Liquor Liability Insurance with a limit of \$1,000,000 must be maintained. The coverage provided by the Lessor does not include Liquor Liability coverage for Lessee.

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## BUSINESS FUNCTIONS:

The following insurance coverage shall be written on a primary and non-contributory basis, and the Licensee shall name Licensor and Diocese of Toledo as additional insureds. Commercial General Liability and Workers Compensation coverages must include a Waiver of Subrogation.

- Commercial General Liability insurance, inclusive of Host Liquor Liability, written on an occurrence basis with a limit of \$1,000,000 per occurrence.
- Commercial Auto Liability insurance, inclusive of Hired and Non-Owned Liability, with a limit of \$1,000,000 per occurrence.
- Workers Compensation at statutory limits for all employees in attendance.
- If alcoholic beverages will be served with a charge of any kind (including, but not limited to a charge per drink, admission, cover charge, membership charge, or any other remunerative fee), Liquor Liability Insurance with a limit of \$1,000,000 must be maintained. The coverage provided by the Lessor does not include Liquor Liability coverage for Lessee.

All insurance must be written with an insurance company licensed to conduct business in the State of Ohio and with an AM Best Rating of A-/VII or better. Licensee shall, at least (14) fourteen days prior to using the Premises, provide a Certificate of Insurance to the Licensor. Licensee shall not be authorized to use the Premises until Licensee provides the required Certificate of Insurance and supporting evidence (including, but not limited to declarations pages, copies of endorsements, or full policies) if deemed necessary by the Diocese. If Licensee is not able to provide evidence of coverage as outlined above, then one-time, Host Event insurance may be available for purchase. .

If caterers, bartenders or other vendors are to perform service at the Event, it is Licensee's responsibility to ensure each vendor maintains insurance as broad or broader than the requirements and with limits of at least those imposed upon Business Functions as outlined above. Licensor reserves the right waive the insurance requirements above or impose additional requirements at their sole discretion prior to execution of this agreement.

9. **USE OF SPACE(S):** Lessee shall confine their activities to the area reserved. All non-rented areas are off-limits to the Licensee and Licensee's employees, patrons, customer's guests, invitees, licensees, vendors or any other persons admitted to the Premises by the Licensee. Maximum Occupancy designated by Licensor of the rented space(s) shall be enforced by the Licensee.

Licensor will not be responsible for theft or damage to any vehicles or contents of vehicles whether parked on Licensor property or not. When parking on Licensor property is permitted, only appropriately marked parking spaces are permitted for use unless otherwise approved in writing by Licensor in advance of the Event. Property of any kind brought onto the Premises by Licensee or its invitees shall be at the sole risk of Licensee

10. **PROHIBITED ACTIVITIES:** Licensee shall not use the Facility for any purpose determined by the Licensor to be improper, immoral, unsafe, or objectionable under the standards, policies and guidelines, and adopted by or applicable to the Licensor.

11. **COMPLIANCE & SUPERVISION:** Licensee shall comply with all federal, state, and local laws, orders, ordinances and regulations including Licensor instructions and regulations ("Directives") applicable to Licensee's activities at the Premises. This includes but is not limited to any such Directives issued by the state or local health departments related to the Covid-19 pandemic or other similar directives. Licensee shall also ensure that all guests and attendees present during Licensee's activities at the facilities comply with such Directives and that the Event timeline is complied with.

12. **SECURITY:** Licensee acknowledges and agrees that the Licensor shall not be responsible for providing security of supervisory personnel or services for Licensee's event. The Licensee is expressly prohibited from bringing in or arranging

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for the service of any private, volunteer or independent security force without the express written consent of the Licensor at least fourteen (14) days prior to the Event. The Licensor reserves the right to refuse the use of any security force deemed inappropriate or unacceptable by Licensor.

13. **HEATING & OPEN FLAMES:** All heating, smoke and fog equipment, flammable materials or open flames are prohibited on the Premises without prior written consent of the Licensor. When permitted by Licensor in writing, all candles/flames must be placed inside a suitable glass globe, which will be securely anchored to its base such that the assembly is not easily tipped over. The flame of the candle will not extend past the opening of the globe. The globe assembly will not allow wax or oil to drip onto the surface on which the assembly rests. Combustibles may not touch the sides of the glass globe, nor be in close proximity to, or be allowed to hang over the flame opening. The assembly will not be placed within easy reach of children. The Licensor reserves the right to make exceptions to this rule.
14. **SMOKING:** All Licensor premises are Smoke, Vape and Drug Free Environments. Licensor Policy prohibits smoking, vaping and use of all illegal drugs in all areas inside the Licensor Premises or anywhere else on Licensor grounds.
15. **FIREARMS:** Possession of firearms is prohibited in the Premises unless the person is a law enforcement officer authorized to carry weapons at the time of the Event.
16. **OBSTRUCTIONS:** Sidewalks, doors, passages and all other ways of access to or through the Premises shall not be obstructed by the Licensee, except in areas as permitted and agreed to by the Licensor in writing. No fire exits, emergency signage, or emergency lights may be blocked, disabled, or otherwise altered at any time.
17. **ENTIRETY OF AGREEMENT:** It is expressly understood and agreed that Licensor makes no representations or agreements, oral or otherwise, outside the terms of this Agreement, which broaden or conflict with any of the provisions hereof. No term, provision, or condition of this Agreement may be altered, amended or added except upon the execution of a written amendment in the same manner as this Agreement or noted explicitly below prior to execution of this agreement. Additional Provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name/Contact Person: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AFTER EXECUTING THIS AGREEMENT BY SIGNING ABOVE, PLEASE SUBMIT THIS AGREEMENT, IN ITS ENTIRETY, TO THE PARISH BUSINESS MANAGER OR EQUIVALENT FOR FINAL APPROVAL BY THE PARISH/DIOCESESE. ONCE APPROVED, A SIGNED COPY OF THIS AGREEMENT WILL BE PROVIDED TO LESSEE, IF REQUESTED.**

Parish/Diocesan Representative Signature: \_\_\_\_\_