

SPACE USAGE AGREEMENT AND LICENSE
(Parking- Daily)

This License Agreement (hereinafter the "Agreement") is made this ____ day of _____, 2019 between the Archdiocese of Miami, Inc., on behalf of _____ (hereinafter the "Licensor") and _____, Inc. (hereinafter the "Licensee").

Licensor hereby licenses to Licensee, on a non-exclusive basis, the use of _____ parking spaces located in the property of _____ (hereinafter "Premises"). Licensor shall designate the parking spots dedicated for the use of Licensee as per Exhibit "A" attached hereto.

1. **TERM.** Licensor licenses the use of Premises to Licensee on the following date: _____.

2. **USAGE FEES/SECURITY DEPOSIT.** Licensee shall pay Licensor a fee of \$_____.

3. **USE OF PREMISES.**

a. The use shall be strictly limited to parking for Licensee. Parking shall be limited to the hours of _____, on the following date: _____, except on holy days of obligation and other moveable feast days including but not limited to Christmas, Ash Wednesday, and Good Friday. Under no circumstances shall Licensee be permitted to use Premises on Sundays.

a. Licensor covenants that it is the beneficial owner of Premises located in Broward County, Florida, and that said Premises are in good repair for Licensee's purposes described herein. Licensee shall accept Premises in "as is" condition.

b. At all times, Licensee shall monitor and maintain order in the parking lot. All vehicles shall display a parking ticket which shall include the name, address and phone number of the vehicle owner and employer. Vehicles without a current parking ticket or parked outside the designated parking area may be towed at Licensee's expense. Licensee will perform daily maintenance of the Premises and not allow trash or debris to accumulate.

d. Licensee agrees to restrict its use to such purposes, and not to use, or permit the use of, Premises for any other purpose without first obtaining the consent of Licensor.

e. Licensee agrees to quit, and surrender said Premises to Licensor at the end of said term, including any extensions, in the same condition as the date of the commencement of this Agreement.

f. Licensee agrees to save Licensor harmless from and to defend and indemnify it against any claim or liability for any use arising in connection with the use of Premises by Licensee and its agents, servants, invitees, and employees.

g. Licensee assumes full responsibility for the character, acts, and conduct of persons admitted to Premises including damage to any portion of Premises or any equipment therein.

h. Licensee may not use the Premises for overnight storing, washing, cleaning, waxing, detailing and/or repairing of vehicles. Also, Licensee may not use the Premises for the storage of any commercial vehicles or materials. The only exception to the foregoing is that the Licensee may park a bus within the fenced lot in an out of the way location overnight. Licensee shall lock Premises overnight and otherwise when not in use.

4. **ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign this Agreement or sublicense any portion of Premises.

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

6. **UNLAWFUL PURPOSE.** Licensee shall not use Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Licensor's use of Premises. 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 responsible for requesting and obtaining any permits or approval required to use the Premises.

7. **LIABILITY/INDEMNIFICATION OF 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 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 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, defend and indemnify Licensor from any claims for damages, caused by the act, error, or omission of Licensee, its agents, employees, assigns, invitees or otherwise.

8. **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.

9. **WARRANTIES BY 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 Licensor, and there are no verbal agreements whatever between Licensor and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

10. **INSURANCE.** 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 doing business in the State of Florida or which shall have an AM Best rating of at least an "A." Licensor and the Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami, must be additional insureds on any policy of insurance purchased by 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. Licensee shall obtain the insurer's agreement to give not less than thirty (30) days' advance notice to Licensor before cancellation, expiration or alteration of any policy of insurance. 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. Licensee and its insurer shall waive any claim or right to subrogation.

11. **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 Licensee thereunder forthwith.

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

13. **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 Licensor at the address shown below or Licensee at the address shown below, or at such other places as may be designated by the parties from time to time.

Licensor: _____

And

Thomas H. Courtney, Esq.
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, 3B
Coral Gables, FL 33134

Licensee: _____

14. **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 Miami-Dade County, Florida.

15. **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.

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

17. **TERMINATION.** Licensor and Licensee each reserve the right to cancel this Agreement at any time without cause upon thirty (30) days’ advance notice.

18. **WAIVER OF JURY TRIAL.** LICENSOR AND LICENSEE HEREBY MUTUALLY, KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE COLLECTIVELY REFERRED TO BELOW AS THE “PARTIES”) SHALL SEEK A JURY TRIAL IN ANY SUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION OR PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED AGREEMENT OR INSTRUMENT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS, (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS AGREEMENT, INCLUDING ANY TORT CLAIM OR CLAIMS FOR FRAUD, MISREPRESENTATION, BREACH OF FIDUCIARY, ANTITRUST, ETC. THE PARTIES ALSO WAIVE ANY RIGHTS TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES, AND THE PARTIES ACKNOWLEDGE THAT

THE INCLUSION OF THIS PROVISION IS A MATERIAL INDUCEMENT FOR ENTERING INTO THIS AGREEMENT. THE WAIVER CONTAINED IN THIS PARAGRAPH IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTIONS.

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

Witness:

Witness:

LICENSOR:

Archdiocese of Miami, Inc., for
_____ Catholic Church

By: _____
Sister Elizabeth Worley, Vice President

LICENSEE:

Witness:

Witness:

By: _____

Print Name: _____

Title: _____

Pastor:
