

**NON-EXCLUSIVE SPACE USAGE AGREEMENT AND LICENSE
(Institutional)**

This License Agreement (hereinafter the "Agreement") is made this _____ day of _____, 20____, between Archdiocese of Miami, Inc., a Florida not for profit corporation (hereinafter the "Licensor") and _____ (hereinafter the "Licensee").

Licensor hereby licenses to Licensee, on a non-exclusive basis, the use of _____ (hereinafter 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 pay to Licensor, without demand, notice or invoice a fee of _____, plus applicable state sales tax (if any) for use of the Premises. Licensee's use of the Premises shall not constitute a tenancy of any kind, and the Agreement is not a lease.

3. **USE OF PREMISES.**

a. Licensor covenants that it is the beneficial 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 the Agreement, Licensee shall have the non-exclusive use of Premises for the following purpose(s): _____.

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 Licensor. Licensee acknowledges that use of the Premises is restricted by the Archdiocese of Miami to those entities/persons that adhere to the teachings and support the mission of the Roman Catholic Church. In the absence of written permission from the Chancellor of the Archdiocese of Miami, the Premises may not be used for any commercial purpose or by any person/entity not connected to the Parish. Licensee further agrees that it will not undertake to use the Premises for any purposes which contravene the doctrines, teachings, or practices of the Roman Catholic Church as determined by the Archbishop of the Archdiocese of Miami.

d. Licensee covenants and agrees:

(i) **Site Director.** To provide a site director to coordinate all events and to work with Licensors.

(ii) **Staff.** To provide appropriate number of staff members and to appropriately train and supervise staff.

(iii) **Screening Requirements.** Licensee acknowledges and agrees that Licensors is committed to insuring the safety and well-being of its students, children, and youth, its elderly and aged, and its disabled, and condemns all forms of abuse or neglect of people of all ages. Licensee represents and warrants that all persons affiliated or associated with Licensee, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to the Premises by virtue of the Agreement, shall comply with the DCF child care provider screening requirements, if applicable, or if not applicable then meet the minimum level 2 screening requirements of Sections 435.04 and 1012.465, Florida Statutes, and Licensee shall perform all necessary background investigations to ensure such compliance. If at any time Licensors is not satisfied that this requirement has been met for any person affiliated with Licensee, or for any reason in its sole discretion, with or without cause, Licensors may request that Licensee or any person affiliated with Licensee be prohibited from accessing the Premises, and Licensee shall immediately vacate the Premises or prohibit such person identified by Licensors from accessing the Premises, as Licensors may direct. It is expressly understood and agreed that Licensee shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold Licensors harmless from any claims, resulting from Licensee's failure to comply with the requirements stated herein.

(iv) **Condition of Premises.** To quit and surrender said Premises and all equipment therein to Licensors at the end of said term in the same condition as the date of the commencement of the Agreement, ordinary use and wear thereof only excepted.

(v) **Rules and Regulations.** To abide by and conform to all rules and regulations from time to time adopted or prescribed by Licensors, for the governance and management of the Premises.

(vi) **Liability.** To save Licensors 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. This duty of indemnification specifically includes any costs arising from any workers' compensation claims filed by Licensee's agents. Licensee further agrees to hold Licensors harmless for any injury, loss, or damage to any person or property on Premises or by virtue of any act, error, or omission of Licensors, whether the same is caused by or results from the carelessness, negligence, or improper conduct of Licensors, its agents or employees including but not limited to any injury, loss and/or damage related to the prevention, testing, exposure or infection of any person by the coronavirus.

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

(viii) **Alcoholic beverages.** To not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon the Premises except after obtaining the express written consent of Licensor. In such event, Licensee shall possess the necessary liquor license and permit.

(ix) **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.

(x) **Damage to Premises.** (a) To assume full responsibility for the character, acts, and conduct of persons admitted to the Premises including damage to any portion of the Premises or any equipment therein; (b) to not injure, nor mar, nor in any manner deface the Premises or any equipment contained therein, and to not cause or permit anything to be done whereby the 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; and (c) that if the Premises or any portion of said building or any equipment contained therein during the term of the Agreement shall be damaged by the act, default or negligence of Licensee, or of Licensee's agents, employees, patrons, guests or of any person admitted to the Premises, Licensee shall cause the Premises and/or equipment to be returned to their condition as existed upon the execution hereof. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the 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.

(xi) **Mechanic's Lien.** Licensee shall keep the Premises and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Licensee. Licensee further agrees that Licensee will promptly pay and satisfy all liens and will indemnify Licensor against all expenses, costs, and charges for release of liens and attorneys' fees and costs reasonably incurred in or about the defense of any suit in discharging the Premises, from any liens, judgments, or encumbrances cause by Licensee.

(xii) **Security.** Licensee understands and agrees that Licensor is not providing security pursuant to the terms of the Agreement. Should Licensee determine in its sole discretion after an assessment by Licensee that security is desired, then it may engage unarmed security personnel from a licensed and insured security company with proof of background screening as per 3 (d) (iii).

4. **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. This includes but is not limited all statutes, ordinances, orders or other legal mandates of all federal, state and local authorities with respect to the coronavirus.

5. **ASSIGNMENT AND SUBLICENSING.** Licensee shall not assign the

Agreement or sublicense any portion of the Premises.

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

7. **NUISANCE.** Licensee shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Licensors' use of the Premises.

8. **LIABILITY/INDEMNIFICATION OF LICENSOR.** It is expressly understood and agreed by and between the parties hereto that in no case shall said Licensors be liable to 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 Licensee, its agents or employees or otherwise, said Licensee hereby taking all risk and indemnifying Licensors for any such damage or injury. Licensee agrees to hold Licensors harmless from any claims for damages, caused by the act, error, or omission of Licensee, its agents, employees, assigns, invitees or otherwise. This provision includes but is not limited to any injury, loss and/or damage related to the prevention, testing, exposure or infection of any person by the coronavirus.

9. **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 Licensors. Licensors have no authority or control over any aspect of Licensee's operations, except as provided in the Agreement. Licensee is an entity entirely independent of Licensors related only by the independent contractual terms of the Agreement.

10. **WARRANTIES BY LICENSOR.** It is further expressly understood and agreed by and between the parties hereto that the 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 Licensors, and there are no verbal agreements whatever between Licensors and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in the Agreement.

11. **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 Two Million and No Cents (\$2,000,000.00) 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." Licensors must be a certificate holder on any policy of insurance purchased by Licensee in compliance with the 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 Licensors before cancellation, expiration or alteration of any policy of insurance. Licensee agrees to maintain such policies of insurance during the term of the Agreement, and any failure to do so will constitute a breach of the terms of the Agreement.

Licensor (including the Archbishop of the Archdiocese of Miami) shall be named as an additional insured and said policy will be primary over any other insurance or self-insurance available to Licensee for any liability arising out of claims in connection with the Agreement. Licensee's insurance shall include a waiver of subrogation in favor of Licensor.

12. **WAIVER OF SUBROGATION.** Licensee waives all rights against Licensor for damages caused by any peril to the extent covered by insurance provided under the insurance requirements of the Agreement. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.

13. **DEFAULT.** If Licensee fails to abide by and perform all covenants, stipulations and conditions of the Agreement, Licensor may, at its option, immediately terminate and end the Agreement and the license hereby granted, and all rights and interest of Licensee thereunder forthwith.

14. **EXPIRATION.** At the expiration or termination of the Agreement, as herein provided, Licensee will, within 24 hours, remove any of Licensee's property located at the Premises. Additionally, Licensee shall surrender the 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 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: _____

Licensee: _____

16. **GOVERNING LAW AND VENUE.** The Agreement shall be governed by the laws of the State of Florida and venue for the enforcement of the Agreement shall be in _____ County, Florida.

17. **SEVERABILITY AND ENFORCEABILITY.** The terms of the 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. **FORCE MAJEURE.** Apart from Licensee's payment obligation, if either Party is unable due to causes beyond its reasonable control to carry out its obligations under this Agreement in whole or in part and if such Party gives written notice and full details of an

excusable delay (including, without limitation, a force majeure event) to the other as soon as practicable after the occurrence of the event, then the obligations of the affected Party will be suspended to the extent reasonably required as a result of such event. Excusable delay means an event that is not within the reasonable control of the affected Party, including, without limitation, wars, riots, pandemic, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority, including governmental laws, orders, actions, inactions or regulations, embargo, including but not limited to local, state or federal orders to shelter-in-place.

19. **ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. The Agreement may not be modified orally.

20. **TERMINATION.** Licensor reserves the right to cancel the 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.

21. **WAIVER OF JURY. 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 SHALL SEEK A JURY TRIAL IN ANY SUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION OR PROCEEDING BASED UPON OR ARISING OUT OF THE AGREEMENT OR ANY RELATED AGREEMENT OR INSTRUMENT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS, (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THE 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 THE 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.

Witnesses:

9401 BISCAYNE BLVD, MIAMI SHORES, FL 33138

LICENSOR:

Archdiocese of Miami, Inc., a Florida not for profit corporation.

Signature: _____
Print Name: _____
Title: _____
Date: _____

PASTOR/ADMINISTRATOR:

Signature: _____
Print Name: _____
Title: _____
Date: _____

PRINCIPAL:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Witnesses:

LICENSEE:

Signature: _____
Print Name: _____
Title: _____
Date: _____