

SPACE USAGE AGREEMENT AND LICENSE (Individual)

This license agreement (hereafter the "Agreement") is made this _____ day of _____ 20____, between Archdiocese of Miami, 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 the St. Andrew Catholic Church Carnival (hereinafter the "Premises") located in the City of Coral Springs, County of Broward, State of Florida, more particularly described as follows:

St. Andrew Catholic Church
9950 NW 29th Street
Coral Springs, Florida 33065

1. TERM. Licensor licenses the use of the Premises to Licensee for the following dates and times February 7th at 10am (Setup) until February 10th at 10pm (Close).
2. USAGE FEES. Licensee shall owe Licensor a fee of **\$200 (after January 31st 2014 \$250)** for use of the Premises. Licensee's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease.
3. USE OF PREMISES.
 - A. Licensor covenants that it is the owner of the Premises located in Broward County, Florida, and that said Premises are in good repair and suitable for Licensee's purposes described herein.
 - B. During the term of this Agreement, the Licensee shall have the non-exclusive use of the Premises for the following purpose(s) being a vendor at the St. Andrew Catholic Church Carnival
 - 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 the Licensor.
 - D. The Licensee covenants and agrees:
 - i. **Condition of Premises.** To quit and surrender said Premises and all equipment therein to Licensor at the end of said term in the same condition as the date of the commencement of this agreement, ordinary use and wear thereof only accepted.
 - ii. **Rules and Regulations.** To abide by and conform to all rules and regulations from time to time adopted or prescribed by the Licensor, for the governance and management of Premises.
 - iii. **Liability.** To save the Licensor 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. Licensee further agrees to hold Licensor harmless for any injury, loss, or damage to any person or property on the Premises or by virtue of any act, error, or omission of Licensor, whether the same is

caused by or results from the carelessness, negligence, or improper conduct of Licensor, its agents or employees.

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

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

vi. **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.

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

viii. **Seating Capacity.** To not admit a larger number of persons to the Premises than the seating capacity thereof will accommodate.

ix. **Screening Requirements.** Licensee acknowledges and agrees that Licensor 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 this Agreement, shall meet the minimum level 2 screening requirements of Section 1012.465, Florida Statutes, and Licensee shall perform all necessary background investigations to ensure such compliance. If at any time Licensor 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, Licensor 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 Licensor from accessing the Premises, as Licensor 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 Licensor harmless from any claims, resulting from Licensee's failure to comply with the requirements stated herein.

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.
5. **LIABILITY/INDEMNIFICATION OF THE 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 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 the 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 from any claims for damages, caused by the act, error, or omission of Licensee, its agents, employees, assigns, invitees or otherwise.
6. **NOTICES.** Any notice which either party 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: St. Andrew Catholic Church 9950 NW 29 St. Coral Springs, FL 33065

Licensee:

7. **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 Broward County, Florida.

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

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

WITNESSES:

Licensor:

By: _____

Print name and title: _____

Licensee:

By: _____

Print name and title: _____