

Marketing License Agreement

A. Names and Conditions

1. Licensor:
2. Licensee:
3. Premises:
4. Term:
5. Fees:
6. Permitted Use:

B. License Provisions:

1. Licensor grants to Licensee a non-transferable and revocable, temporary and nonexclusive license to occupy and use the premises for the License Term on the conditions set forth below.
2. Licensee agrees to occupy the Premises on an AS IS, WHERE IS condition, without any representations or warranties by Licensor.
3. Licensee shall provide insurance naming Licensor as an additional insured. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Licensee's General Liability Policy. Contractor's insurance shall be primary and non-contributory. Contractor shall provide a certificate of insurance to Property Manager setting forth the limits of the insurance with limits for general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, and worker's compensation coverage of at least \$500,000. Contractor's insurance shall be with a carrier having an AM Best rating of A- or better.
4. Licensee waives all rights against Licensor, their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.
5. To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless Licensor, all applicable additional Indemnitees, if any, their officers, directors, agents, employees and partners (hereinafter collectively "Indemnitees") from and against any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries, property damage (including loss of use thereof) or the alleged violation of any laws, statutes, rules or ordinances brought or assumed against any of the Indemnitees by any person, entity or firm, arising out of or in connection with or as a result of or as a consequence of the performance of the Permitted Use by the Licensee, Licensee's employees or agents, whether or not caused in whole or part by the Licensee, or Licensee's employees or agents. The parties expressly agree that this indemnification agreement contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim in which case, indemnification will be limited to any and all liability imposed over and above that percentage attributable to actual fault on the part of the Indemnitees whether by statute, operation of law or otherwise. Where partial indemnity is provided under this agreement, attorneys' fees, costs, court costs, expenses and disbursements shall be indemnified on a pro rata basis. Recovery of attorneys' fees, costs, court costs, expenses and disbursements hereunder shall include all those attorneys' fees, costs, court costs, expenses and disbursements incurred in defense of any underlying claim for indemnification hereunder and in pursuit of any claim for insurance coverage that the Licensee is required to procure.
6. Should Licensee borrow or use any of Licensor's equipment for the purposes of Licensee's event, Licensee agrees to return such equipment in the same condition in which it was received. Should any damage result to Licensor's equipment, Licensee shall be responsible for the cost of any necessary repairs or replacements.
7. Licensor may at any time, and without cause, revoke this License without notice to Licensee and exercise any remedies available in law or in equity.
8. Licensee agrees to comply with any reasonable rules and regulations regarding occupation and use of the Premises as set forth by Licensor, including but not limited to: loading and unloading of goods, delivery of merchandise and supplies, disposal of garbage, designated smoking areas, alcohol policies, use of radio, television or cameras, use of plumbing facilities, solicitation of business in the common area or parking lot, hours of operation, hours of security, sound level of event, set-up and tear-down of event, display or sharing of religious beliefs, approval of fundraising merchandise and disruptiveness to tenants.

9. Licensee acknowledges that Licensor strictly abides by the copyright laws governing the performance and/or playing of music within the Premises. Licensee agrees that it will not perform and/or play any copyrighted music within the Premises without the express written consent and approval of Licensor, in its sole discretion. Should Licensee violate this provision by performing or playing any copyrighted music without Licensor's prior written approval, Licensee shall be indemnify, defend and hold Licensor harmless against any and all claims or demands made against Licensor for violation of copyright laws and shall pay all fees, fines, costs or damages, including attorney's fees and court costs, as a result of Licensee's violation of this paragraph.
10. All media press release, advertising print or broadcast, shall be pre-approved by the Licensor.
11. Signature in Counterparts; Facsimile or PDF Signatures. This Agreement may be signed in counterparts, all of which shall be construed together as one instrument. For purposes of authenticity, a Party may rely upon the facsimile or PDF signature of the other Party; a Party furnishing a facsimile or PDF signature shall not rely on the lack of an original signature as a defense to the enforcement hereof. A Party submitting a facsimile signature shall promptly furnish any other Party with an original signature upon request by the other Party.

By signature below, the parties agree to the above terms and execute this License on the ___ day of ____, ____.

Licensee:

Licensor:

By: _____

By: _____

As Its: _____

As Its: _____