

LICENSE AGREEMENT

This Agreement (hereinafter referred to as “**Agreement**”) made this ___ day of _____, 20__, by and between SS. Simon and Jude Parish, by Reverend Michael J. Gerlach, in his capacity as Pastor and not in his individual capacity, (hereinafter referred to as (“**Licensor**”), and _____ (hereinafter referred to as “**Licensee**”).

It is hereby agreed that from __:00 am-pm until __:00 am-pm on _____, _____, 20__, Licensor does hereby grant permission to Licensee to use the _____ (hereinafter referred to as “**designated area**” or “**premises**”) to be used for the limited purpose of _____ (hereinafter referred to as “**Event**”). Number of guests attending the Event is _____.

Use

The Licensee agrees to use the designated area for no other purpose. The Pastor has the sole discretion to permit the use of the designated area.

Licensee must provide the Parish in writing, an exact schedule for use and the total estimated number of people attending, and the name of the Approved Caterer selected from the list provided.

Licensee shall not use the designated area for purposes that are contrary to the teachings of the Roman Catholic Church. Such a determination is made solely by the Pastor.

Licensee shall not use the designated area for the planning or committing an unlawful activity.

Licensee shall not use the designated area for partisan political activity. Moreover, the Licensee shall not use the designated area to endorse or oppose any candidate for political office. Licensee may invite public figures and/or political officers to speak only if the issues are not for political purposes.

If an invited public figure or public officer’s previous personal conduct, voting record, or public expression is contrary to the teachings of the Roman Catholic Church, he or she may not receive any award, honor, or endorsement while at the designated area.

It is further mutually agreed by and between the Licensor and Licensee as follows:

1. Licensor reserves the right to enter the premises during the term of the Agreement for the purpose of inspection.
2. This Agreement is not a lease and it grants to the Licensee a personal privilege only, which is revocable as provided herein. As a personal privilege, it is intended to be used by Licensee and no one else.
3. In consideration of Licensee’s use of the designated area, Licensee will pay a non-refundable deposit of \$100.00 to Licensor by _____. The balance of the usage fee of \$_____ is due to the Licensor before _____, 20__.

4. Licensee, its agents, employees, guests, invitees, or any other person associated with Licensee, assumes full responsibility for compliance with, and are subject to, all laws, statutes, ordinances, regulations, etc. of the Federal Government, Commonwealth of Pennsylvania, and local townships, boroughs, and municipalities. Licensee also agrees to comply with any and all laws, rules, and regulations that may be established by Licensor or the Archdiocese of Philadelphia.
5. During the use of the designated area, Licensee is solely responsible for its guests.
6. Licensor requires a certificate of insurance, as evidence of Licensee's general liability insurance with policy limits as set forth in the Accord Certificate of Liability Insurance. The certificate must be in accordance with the insurance requirements of the Office for Insurance Services of the Archdiocese of Philadelphia. The Office for Insurance Services at the Archdiocese of Philadelphia maintains a "Special Events" Insurance Program' to assist those Licensees who do not have the required insurance. If the Licensee cannot provide the proper Accord Certificate, the Licensee must contact the Office for Insurance Services at (215) 587-3644 and obtain the 'Special Events Insurance. The insurance certificate shall include, at the least, the following parties as additional insureds:

Named as Additional Insureds are Most Reverend Charles J. Chaput, O.F.M. Cap., Archbishop of Philadelphia, the Archdiocese of Philadelphia, SS. Simon and Jude Parish, and Rev. Michael J. Gerlach.

The address of the certificate holder is Office for Insurance Services, Archdiocese of Philadelphia, and 222 North 17th Street, Philadelphia, PA 19103.

7. In consideration of the right to use the premises or designated area, Licensee its affiliates, agents, employees or any other person associated with Licensee (collectively Licensee) hereby releases and forever discharges The Archdiocese of Philadelphia, SS. Simon and Jude Parish, Rev. Michael J. Gerlach, and any other affiliate, agent, employee or any other person affiliated with Licensor (collectively Licensor) of and from any and all manner of judgments, actions , causes of actions, suits, debts and demands whatsoever, in law or in equity, whether past, present or future, know or unknown, which against them Licensee ever had, now has or hereafter may have, upon or by reason of any matter, cause or thing whatsoever from the date of the execution of the License Agreement until Licensee vacates the premises or designated area or until the Agreement expires whichever is later.
8. Licensee is to deliver up the designated area and such other parts as may be assigned by Licensor as herein set forth in as good and proper order and condition as when received by Licensee, and agrees not to deface or permit patrons or other persons in or about the designated area and such other parts as may be assigned by Licensor as herein set forth to deface the designated area or any part thereof; to save harmless and indemnify Licensor from any and all loss, damage, liability or expense by reason of damage, hurt or defacement to the designated area or any part thereof by Licensee, its patrons or any other persons in or about the designated area.
9. Licensee is responsible for the behavior and conduct of any and all persons entering the premises during the terms of the Agreement.

10. The Licensor may, in its discretion, direct the Licensee to furnish sufficient security persons to maintain order and to protect persons and property within the area designated by this License. All such security persons or apparatus shall be provided at the sole cost and expense of the Licensee. All security arrangements are subject to the prior written approval of the Licensor. The Licensor assumes no responsibility for any property placed in the area designated herein.
11. If the Licensee fails to vacate the designated area at the end of the license period, then the Licensor is authorized, but not required to, at the expense of the Licensee, to store, remove, or dispose of all goods, wares, merchandise and property of any kind and description placed or permitted to be placed at the designated area by the Licensee, and the Licensor shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained in the course of such storage, removal, or disposal of the property, and the Licensor is hereby expressly released from all such claims or damages or loss.
12. Licensor will not be responsible in any way for the acts of carelessness, recklessness, intentional misconduct, and the like of Licensee, its agents, employees, guests, invitees, or any other person associated with Licensee.
13. Licensor will not be responsible for the loss or theft of any personal property.
14. Licensee is expected to keep the designated area and the grounds clean by using equipment supplied by the Licensee.
15. This agreement may not be assigned or transferred by Licensee without the express, prior written consent of the Licensor, which consent may be withheld at the sole discretion of the Licensor. In the event of any assignment or transfer, the Licensee assumes full responsibility for the acts and conduct of the Assignee or other persons admitted to the designated area by or with the consent of the Licensee or as an invitee of the Licensee or any invitees of the Assignee. Furthermore, in the event of an assignment or transfer, Licensee remains bound by this agreement unless Licensor and Licensee consent otherwise in a signed Addendum.
16. Licensee agrees to pay for any and all damage to the premises as determined by Licensor.
17. Licensee represents, warrants, and covenants that it has full power and authority to execute, deliver, and perform this Agreement.
18. This Agreement contains the entire agreement of the parties with respect to the subject matter it covers, supersedes all prior or other negotiations, representations and agreements between the parties and their representatives. No other oral or written agreement shall vary or alter any provision of this Agreement unless both parties consent thereto in a signed Addendum.
19. Licensee agrees to indemnify, defend and hold harmless the Archdiocese of Philadelphia and SS. Simon and Jude Roman Catholic Church (“Indemnities”) from and against all claims, demands, causes of action, damages, liabilities, losses and expenses arising from the use of designated area. This indemnification agreement shall be applicable, and the Indemnities shall be indemnified, regardless of whether or not such claim, demand, cause of action, damage, liability, loss or expense is made by or on behalf of an employee of the Licensee

whose direct claim against the Licensee would be barred by the exclusive remedy provision of the Workers' Compensation Law or is caused, negligently or otherwise, in part, by any Indemnities.

20. Failure of Licensor to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of Licensor's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Licensee.
21. Licensee shall make no permanent alteration to any real or personal property on the designated area without Licensor's written prior approval.
22. Smoking is prohibited inside the "designated area" and all other buildings of the Licensor. Limited smoking facilities are provided outside the building
23. All Events must end and all guests are to leave by no later then 11:00 pm. Request for early arrival for set up must be approved prior to the Event by the Event Manager.
24. If food is being served, Licensee agrees to select a Caterer from the list of Meehan Center Approved Caterers. No food or beverages are permitted to be brought to the Meehan Center.

Intending to be legally bound, in witness whereof, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20__.

Licensee

Title

Licensor

SS. Simon and Jude Parish, by Reverend Michael J. Gerlach,
in his capacity as Pastor and not in his individual capacity

Client Name _____

Address _____

Phone _____

e-mail _____