

THE MERRY JEFFRIES COMMUNITY CENTER
299 SOUTH SECOND ST., WILLIAMSBURG, KY 40769(606)549-6072
LICENSE AGREEMENT

(Not for Profit Organizations Only)

This License Agreement entered this _____ day of _____, _____ by and between the

CITY OF WILLIAMSBURG, KENTUCKY (hereinafter "LICENSOR"), and,

NAME (hereinafter "LICENSEE"): _____

With an ADDRESS of: _____

2 PHONE NUMBERS: _____

WITNESSETH

That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by LICENSEE to LICENSOR, the receipt of which LICENSOR hereby acknowledges, LICENSOR does hereby grant to LICENSEE a revocable license for the use of **THE MERRY JEFFRIES COMMUNITY CENTER** (hereinafter the "premises"), **beginning at the Hour of 11:00 that morning local time on the _____ day of _____, _____ and ending immediately at the hour of 12:00 that evening local time on the _____ day of _____, _____, unless earlier terminated by LICENSOR, on the following terms and conditions:**

1. CURFEW: LICENSEE shall ensure that all persons vacate the premises and that the premises is securely closed and locked, at or before **12:00 midnight**, local time, on each day of the license period.

2. SECURITY DEPOSIT: LICENSEE has paid to LICENSOR a Security Deposit of **\$150.00 PER DAY** of which **\$25.00** is a **NON REFUNDABLE** security deposit;

DATE RECEIVED: _____ AMOUNT PAID: _____ CASH: _____ CHECK NO: _____ CR CD: _____

which \$50.00 shall be returned to LICENSEE (BY MAIL) only if LICENSEE OBSERVES AND FULFILLS ALL OF THE COVENANTS, PROMISES, AND AGREEMENTS MADE HEREIN PLUS TURNS IN KEY AND THE CLEANING CHECK LIST WHICH HAS TO BE SIGNED. (STATING YOU CLEANED THE FACILITY).

For Rental Information Contact Gina at City Hall only between the hours of 8:30 to 4:30 (M - F ONLY) or call 606-549-6034.

**You can mail your security deposit to City of Williamsburg
P. O. Box 119
Williamsburg, KY
40769 (606) 549-6034**

Or pay at City Hall, 423 Main Street, Williamsburg, KY 40769, between the hours of 8:30 am to 4:30 pm, M - F only.

The contract can be downloaded from the cities website: www.williamsburgky.com.

3. KEYS: LICENSEE has received 1 key to the premises, which shall be returned to LICENSOR by hand delivery to the LICENSOR at or before 10:00 a.m. on the next working day after expiration of this license; provided, that LICENSEE shall be responsible for any damage to the premises while in possession of the keys; and provided that the keys may be delivered immediately to City Hall.

4. LOCKING OF DOORS: LICENSEE shall lock and secure all doors, windows and entryways of the premises immediately upon expiration of this license or departure of the LICENSEE from the premises, whichever is earlier.

5. TERMINATION: LICENSOR reserves the right to terminate this license at any time and for any reason whatsoever, and upon termination, LICENSEE shall immediately vacate the premises and surrender the premises and keys to LICENSOR. In the event of termination, LICENSEE shall be allowed a reasonable time to remove its property and possessions from the premises on the next regular working day and during regular working hours.

6. USE OF PREMISES: LICENSEE shall use THE MERRY JEFFRIES COMMUNITY CENTER for the following purpose and no other:

7. FIXTURES AND ALTERATIONS: LICENSEE shall not make or cause to be made any alterations or structural changes in the premises without written approval of the LICENSOR, including but not limited to the use of nails, screws, adhesives or other fasteners. No appliances, machinery, booths, shelving, or other apparatus will be nailed, screwed or otherwise attached to the floors, walls, ceilings, pillars or posts or any other part of the leased premises or ways adjoining thereto without written permission of the LICENSOR. **ONLY PAINTER'S TAPE MAY BE USED TO DECORATE!**

8. ITEMS INSTALLED BY LICENSEE: LICENSEE SHALL REMOVE ALL DECORATIONS, and restore the premises, ordinary wear and tear excepted, to its condition at the time of original occupancy OR **SUBJECT TO FOREITURE OF YOUR REFUND!**

9. MAINTENANCE: LICENSEE shall at all times keep the premises clean and in good order and condition at LICENSEES' sole cost and expense.

10. SURRENDER OF PREMISES: At the expiration or termination of the license hereby created, LICENSEE shall surrender the premises in the same condition as the premises were upon delivery of the premises to LICENSEE under this license, reasonable wear and tear accepted, and shall surrender all keys for the premises to LICENSOR. LICENSEE or any of LICENSEE'S invited guests, agents, contractors, employees or any other person or entity entering upon the premises while in possession of LICENSEE. LICENSEE shall clean the kitchen if used and shall clean all furniture, appliances and countertops. All floors – upstairs and down are to be swept and mopped. LICENSEE shall bag ALL garbage on the premises and place it properly bagged at curbside on Second Street. LICENSEE shall thoroughly clean EACH restroom and take out any garbage. LICENSEES' obligation to observe and perform this covenant shall survive the expiration or other termination of this license. The manager will be checking the facility between the hours of 12:01 am to 11:00 am the next morning BEFORE the next LICENSEE starts their rental. If she observes any damages, uncleanliness, etc., your refund will be forfeited.

11. INSURANCE: LICENSEE shall obtain and maintain during the term of this license the following types and coverages of insurance (check if applicable):

() Homeowners insurance with proof of such insurance provided to LICENSOR at the time of signing of this agreement.

() Liability insurance covering the specific event to be held on the premises and approved by LICENSOR with CITY OF WILLIAMSBURG named as additional loss payee and limits of liability not less than \$1,000,000.00 Bodily Injury per person; \$1,000,000.00 Bodily Injury aggregate limit; \$1,000,000.00 property damage per person; and, \$1,000,000.00 property damage aggregate limit.

12. INDEMNIFICATION: LICENSEE shall indemnify LICENSOR, its officers, employees, appointees and agents, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property, or any other liability, arising out of any occurrence in, upon or at the licensed premises, for the occupancy or use by LICENSEE of the premises or any part thereof, occasioned wholly or in part by any act or omission of LICENSEE, its invitees, guests, agents, contractors, employees, servants, or concessionaires or occasioned for any reason by act or omission of the LICENSEE. In case the LICENSOR, its officers, employees, appointees or employees or agents shall be made a party to any litigation commenced by or against LICENSOR, or by or against LICENSEE, its officers, appointees, employees or agents in furtherance of the interests of the LICENSEE, then the LICENSEE shall protect and hold LICENSOR harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by LICENSOR in enforcing the covenants and agreements in this license.

13. ASSIGNMENT AND SUB-LETTING: LICENSEE shall not assign this license, in whole or part, nor sub-let all or any part of the licensed premises, without prior written consent of the LICENSOR in each instance, and any such assignment or sub-let shall be void.

14. WASTE OR NUISANCE: LICENSEE shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or any other act or thing which may disturb the quiet enjoyment of any person within 500 feet of the premises.

15. GOVERNMENTAL REGULATIONS: LICENSEE shall at LICENSEE'S sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable government authorities, now in force, or which may hereafter be in force, pertaining to the premises, and shall faithfully observe in the use of the premises all municipal and county ordinances, and all state and federal statutes now, or which may hereafter be, in force. No alcohol is allowed on the premises. No smoking is allowed inside the facility at all.

16. RULES OF PREMISES: LICENSEE shall comply with all rules posted by LICENSOR on the premises or with sheets given (if available).

17. DESTRUCTION OF PREMISES: If the licensed premises shall be damaged or destroyed by fire, the elements, unavoidable accidents or other causes, all insurance proceeds payable by reason thereof to LICENSEE shall be applied to the repair, reconstruction and renovation of the premises.

18. DEFAULT: In the event of any failure of LICENSEE to pay any rental, security deposit, damages, or any sum due hereunder when due, or any failure to perform any of the other terms, conditions or covenants of this license to be observed or performed by LICENSEE or if LICENSEE shall abandon the premises, then LICENSOR, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and properties from the licensed premises without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

19. LEGAL EXPENSES OF EVICTION OR REENTRY: In case suit shall be brought for recovery or possession of the premises, for the recovery of damages, or any other amount due under the provisions of this license, or because of the license or any other covenant herein contained on the part of LICENSEE to be kept or performed, and a breach shall be established, LICENSEE shall pay to LICENSOR all expenses incurred therefore, including a reasonable attorney's fee.

20. WAIVER: Waiver by LICENSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this license shall be deemed to have been waived by either party, unless such waiver be in writing and executed by the party against whom such waiver is asserted.

21. ENTIRE AGREEMENT: This license sets forth all the covenants, promises, agreements, conditions and understanding between the parties concerning the licensed premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than or herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon either party unless reduced to writing and signed by both.

22. PARTIAL INVALIDITY: If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this license, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby; and each term, covenant or condition of this license shall be valid and be enforced to the fullest extent permitted by law.

23. SIGNATURES: In witness whereof the parties have executed this License Agreement on the day and year first above written.

LICENSEE

By signing I agree to ALL terms of this contract:

BY: _____

**LICENSOR
CITY OF WILLIAMSBURG**

BY: _____