

**THE JUNIOR LEAGUE OF CHARLOTTE, INC.
BUILDING USE LICENSING AGREEMENT**

This Building Use Licensing Agreement (hereinafter “Agreement”) is made effective as of the ___ day of _____, 20___, by and between THE JUNIOR LEAGUE OF CHARLOTTE, INC., 1332 Maryland Avenue, Charlotte, NC 28209 (hereinafter “Licensor”) and the following person(s) or entity(ies) (hereinafter “Licensee”):

LICENSEE INFORMATION	
Name:	
Company or Organization:	
Main Contact Person:	
Street Address:	
City, State and Zip Code:	
Telephone:	
Email:	

WHEREAS, the Licensor is the lessee of the property located at 1332 Maryland Avenue, Charlotte, North Carolina 28209 (hereinafter “Premises”) with the right to use the entrance way and parking area related to the Premises (collectively referred to hereinafter as “Property”); and

WHEREAS, the Licensor and the Licensee desire to enter into a licensing agreement to permit the Licensee to utilize the Property upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Event Area.** The Licensor grants the Licensee use of only that portion of the Property designated here: _____ (hereinafter the “Event Area”), together with the nonexclusive right to use, in common with other licensees and/or occupants of the Property, (i) entrance way and parking areas and (ii) restrooms and access corridors of the Premises. The areas in the foregoing shall be used solely for the purposes for which such areas were designed and shall not be used for decorations or other items in connection Licensee’s event.

2. **Licensee’s Period of Use of Event Area and Property:** The License Event date(s) will be: _____. The License Event Start Time _____ and Event End Time _____ are firm, and access to the Property will only be granted to Licensee during the period commencing with the Event Start Time and concluding at the Event End Time. Licensee’s use or occupancy of the Property prior to the Event Start Time or after the Event End Time shall result in a \$150.00 per hour charge, billed in no less than half hour increments. All equipment or personal or other property belonging to Licensee must be removed from the Property, at the latest, immediately following the conclusion of the Event End Time. At any time, Licensor members or staff, including a dedicated Event Host, may enter any of the Premises or the Property while they are in use by the Licensee.¹

¹ Non-Junior League members must have, and shall be responsible for the costs incurred to have, an Event Host for the duration of the event cost of \$10 an hour. The Event Host shall be selected in the sole discretion of the Licensor and paid by the Licensee in addition to the Licensing Fee, and Junior League members licensing use of the building shall serve as their own Event Host at no extra cost.

3. **Licensing Fee.** The fee for licensing the use of the Property (hereinafter “Licensing Fee”) is _____. A 50% deposit of the Licensing Fee is due to the Licensor upon the Licensee’s execution of this Agreement and the final 50% of the Licensing Fee shall be due on or before 14 calendar days prior to the initial Event Date. If this Agreement is executed by the Licensee within 14 calendar days of the initial Event Date, the full Licensing Fee is due to the Licensor upon execution of this Agreement. Licensor will not guarantee any dates or reservations of the Property without receipt of a fully executed copy of the Licensing Agreement plus deposit. Licensee shall submit a credit card authorization to Licensor for any damages that may be incurred as a result of the Licensee’s use of the Property. It is understood that the Licensor shall not have any liability or responsibility in connection with, related in any way to, or arising out of any costs, fees, royalties, taxes, etc., which may be imposed on Licensee or Licensee’s use of the Property.

4. **Permitted Use.** Unless otherwise approved in writing by the Licensor, Licensee shall use the Event Area only for conducting a business meeting or social event, the type and purpose of Licensee’s event being more particularly described as follows: _____. The Licensee agrees the maximum number of attendees for this event is _____. The Licensee shall have the right to serve alcoholic beverages at its event, subject to the terms of this Agreement, provided that the Licensee is not engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages and provided that the Licensee complies with this Agreement and the obligations below regarding service by an approved caterer and appropriate liquor license. Licensee may not permit more than the maximum number of attendees indicated on the Summary page to be present at any one time in the Event Area. All details of the Licensee’s event, including without limitation the following, shall be approved by the Licensor, in its sole discretion, prior to the Licensee’s event: (a) all event marketing materials and printed materials referencing the location of the event or referencing in any way the Licensor, (b) all decorations to be used by the Licensee or to be used at the event, (c) arrangements for food and bar setup, tables, furniture, sound and other equipment and musicians, (d) entertainment to be provided during the event and (e) any equipment or personal property of the Licensor to be made available to the Licensee for the event. No decorations or other materials shall be attached to any part of the Property without the prior written approval of the Licensor. All tables should be covered prior to use for food and beverage. All tables in the prefunction/lobby area should also be covered.

a. Licensee, its employees, agents, representatives, Guests (as defined below), members, invitees, attendees and participants, shall comply with all applicable laws, codes, ordinances, regulations and other legal requirements relating to the use of the Property (including, without limitation, noise ordinances, environmental laws and the Americans with Disabilities Act), and Licensee shall obtain and maintain any and all permits, licenses or governmental approvals required for its business or activities on the Property. Licensee, its employees, agents, representatives, Guests, members, invitees, attendees and participants, shall comply with all fire, safety and other policies of the Licensor. The emergency exit doors must be used for emergencies only. Licensor reserves the right to take all necessary actions to cause an event to be in compliance with all laws, rules and regulations including (1) closing or terminating the event; (2) requiring certain Guests to leave; (3) restricting access; or (4) restricting consumption. If Licensor decides, in its sole discretion to take any such actions, it shall do so without penalty and Licensee shall remain liable for all obligations under this Agreement.

b. If Licensee intends to serve alcohol at the event, Licensee shall provide notice thereof to Licensor and pay an “upcharge” in the amount of ten percent (10%) of the Licensing Fee upon execution of the Licensing Agreement. The alcohol must be supplied and served by an approved caterer licensed to serve alcohol at the event. The undersigned is responsible for providing Licensor with a copy of the liquor license at least ten days prior to the event. Failure to timely comply with this provision

will result in the Licensor being prohibited from having the right to have alcohol served at the event and/or termination of the Agreement.

c. The Licensee will not overload the Property's structure or systems or subject the Property to use that would damage the Property. The Property shall not be utilized for any use which creates an extraordinary fire hazard or which results in an increased rate of insurance on the Property or its contents. If, because of the Licensee's or because of the Licensee's Guest's act or omission, the rate of insurance on the Property or its contents increases, the Licensee shall pay to the Licensor the amount of such increase, upon demand.

d. The Licensee shall conduct its event in a first-class manner and shall monitor and control its Guests so as to avoid the creation of any nuisance or unreasonable interference with other Property licensees or occupants. The Licensee shall be responsible for the conduct of all Guests and for ensuring that Guests act in conformance with the terms of this Agreement. "Guests" shall be defined any person on the Property at Licensee's event or in connection with Licensee's licensing or use of the Property, including, but not limited to, any independent contractor, employee, agent, representative, invitee, customer or delivery person of Licensee and any other person entering upon the Property under an express or implied invitation of the Licensee. Licensee's event shall not be open to the general public but shall be private and by invitation only. The Licensor shall have the right to remove any person from the Property whose conduct is not in accordance with the standards set forth in this License Agreement. Without limiting the generality of the foregoing, the Licensor shall have the right to remove any person from the Property who appears to be under the influence of alcohol or unlawful substances. No person may leave the Property with an alcoholic beverage. No smoking is permitted in any interior portions of the Property. No firearms or other weapons are permitted anywhere on the Property.

e. If the Licensee's event generates complaints from neighboring property owners or occupants, the Licensor shall have the right to immediately terminate the Licensee's event or to take such other action to mitigate the complaints including, but not limited to, requiring that the volume be turned down on any sound equipment, in which case the volume may not at any time thereafter be returned to any previous setting.

5. **Audio/Visual Needs:** Licensee must contact the staff of the Licensor at 704.375.5993 or by email at info@JLCharlotte.org regarding any audio or visual needs and any costs associated therewith and to schedule a walk-through prior to the Event Start Time as to audio and visual needs of the Licensee.

6. **Advertising:** No advertising and marketing shall use either The Junior League of Charlotte, Inc. name or logo, unless express written approval is provided by the Licensor. It is fully understood by the Licensee that The Junior League of Charlotte, Inc. may not be a partner, sponsor, or promoter of the Licensee's event, and cannot be represented as such. Under no circumstances shall The Junior League of Charlotte, Inc.'s phone number or contact information in any form, be publicized regarding the event.

7. **Cleaning and Restoration.** The Licensee shall be responsible for opening and securely closing the Property and for cleaning all Event Areas and any portion or part of the Property requiring cleaning as a result of the actions of the Licensee or Licensee's Guests. As of the Event End Time, the Licensee shall be responsible, at its sole expense, for (i) removing from the Property all equipment, decorations and other personal property brought onto the Property by the Licensee or by any Guest thereof; (ii) removing all trash from the Event Area (and from any other portions of the Property utilized by Licensee or its Guests) and placing the same in the exterior dumpsters designated by the Licensor, (iii) cleaning and returning, to the locations designated by the Licensor, any equipment or personal property of the Licensor made available to the Licensee for the event, (iv) thoroughly cleaning the Event Area (and the restrooms and other portions

of the Property used by Licensee or its Guests) and (v) otherwise restoring the Property to its same condition prior to Licensee's event.

- a. All equipment and personal property brought onto the Property by Licensee or its Guests not removed from the Property as of the Event End Time shall be deemed abandoned and shall result in charges to the Licensee's credit card on file of a \$150.00 administrative fee plus any amount equal to the costs associated with the removal of Licensee's equipment or personal property. To the extent there is no valid credit card of Licensee on file or to the extent charges are unable to be completed for any reason on Licensee's credit card on file, Licensee shall nonetheless remain liable to, and shall immediately reimburse in immediately available funds, the Licensor for such administrative fee and any expenses incurred in the removal of Licensee's equipment or personal property from the Property. Notwithstanding anything contained herein, Licensor shall not be responsible to Licensee for moving or storing or for any damages associated with moving or storage of any equipment or personal or other property of the Licensee remaining at or on the Property after the Event End Date.
- b. If the Property is not restored by Licensee to its pre-event condition, Licensor shall have the right, without prior notice or demand to the Licensee, to perform such restoration work and to charge any fees or costs associated therewith to Licensee's credit card on file with Licensor. To the extent there is no valid credit card of Licensee on file or to the extent charges are unable to be completed for any reason on Licensee's credit card on file, Licensee shall nonetheless remain liable to, and shall immediately reimburse in immediately available funds, the Licensor for (i) Licensor's expenses incurred in restoring the Property plus (ii) an administrative fee of \$150.00.
- c. Licensee shall be billed for all damages incurred in connection with, arising out of or resulting from Licensee's use of the Property and use of any of Licensor's equipment. Should the Property require more than a routine cleaning after the Licensee's use thereof, Licensee will be billed a minimum \$150.00 fee for extra cleaning service. Circumstances warranting this additional charge would include, but are not be limited to, any one or more of the following: food or drinks not removed from the Event Area(s), spills or other carpet soiling, floor or wall damage, and large quantities of paper or other debris not deposited in trash containers. It is understood that the decision to require extra cleaning shall be made solely and exclusively by Licensor. Licensee shall put all trash into containers provided. Anything too large for the trash containers should be moved, by the Licensee, to the dumpsters located outside, in the rear of the Property.

8. **Liability and Indemnification.** The Licensee shall be liable for any and all damage to the Event Area or any other portion of the Property or any equipment or personal property therein and for any bodily injury caused by any act or omission of the Licensee, its employees, officers, directors, shareholders, agents, representatives, Guests, members, invitees, attendees or participants. Licensee hereby releases and waives any and all claims it may have against the Licensor or its employees, members, agents, officers, directors, shareholders or representatives for any injury to person or loss of or damage to any property arising out of, relating to or in connection with this Agreement or the Licensee's use of the Property, whether caused by the condition of the Property, theft, force majeure, any act or omission of any other licensee or occupant of the Property or any other cause. The Licensee agrees to indemnify, defend and hold harmless the Licensor and its employees, members, agents, officers, directors, shareholders or representatives from and against any and all damages, liabilities, judgments, costs, claims, actions, lawsuits, liens and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, relating to or in connection with (a) any loss, damage or injury to persons or property occurring in, on or about the Property and occasioned wholly or in part by any negligence, act or omission of the Licensee,

its employees, officers, directors, shareholders, agents, representatives, Guests, members, invitees, attendees or participants or (b) the breach of any representation, warranty or covenant contained herein.

9. **Limitation on Liability.** The Licensor makes no representation or warranty of any kind as to the quality or condition of the Property or as to the quality or condition of any equipment located in or on the Property, which Property and equipment the Licensee confirms that it has inspected and accepts AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS. Licensee agrees that, in the event the Licensor is liable to the Licensee for breach of this Agreement, or for negligence or any other reason, the Licensee's sole remedy shall be limited to a return of any licensing fees paid to the Licensor by Licensee. In no event shall Licensor be liable for any consequential, punitive or exemplary damages.

10. **Insurance.** The Licensee shall maintain, and shall require its contractors entering the Property to maintain, the insurance described below during the term of this Agreement from a company licensed to do business in the State of North Carolina that has an A.M. Best rating of A- or better. Prior to the Licensee's entry onto the Property, the Licensee shall deliver to the Licensor certificates of insurance evidencing the following:

- a. For corporate Licensees: (a) commercial general liability insurance covering all of the Licensee's activities on the Property, with a limit of at least \$1 million per occurrence and \$2 million aggregate per location, including host liquor liability (if alcohol is to be served at the event) and broad form contractual coverage, naming the Licensor as an additional insured thereunder, (b) workers' compensation insurance, which shall fully comply with the statutory requirements of all applicable state and federal laws, covering all of the Licensee's employees in connection with Licensee's event, (c) employers' liability insurance of not less than \$500,000 per accident for bodily injury and \$500,000 per employee/aggregate for disease and (d) business automobile liability insurance coverage covering all owned, hired and non-owned vehicles and equipment used by the Licensee in conjunction with Licensee's event with a minimum combined single limit of liability of \$1 million for injury, death and/or property damage, naming the Licensor as an additional insured. The insurance coverages required to be maintained by the Licensee shall be primary to any insurance coverages maintained by the Licensor. Should the Licensee lose its insurance coverage at any time during the term of this Agreement, the Licensee shall promptly notify the Licensor in writing. The Licensee's insurance company and its contact details are: _____.
- b. For Individual Licensees: a single limit coverage of the Licensee and all of its activities on the Property of at least \$1 million per occurrence and \$2 million aggregate per location, including host liquor liability (if alcohol is to be served at the event) and broad form contractual coverage, naming the Licensor as an additional insured thereunder. Should the Licensee lose its insurance coverage at any time during the term of this Agreement, the Licensee shall promptly notify the Licensor. The Licensee's insurance company and its contact details are: _____.

11. **Termination.** Licensor shall have the right to terminate this Agreement at any time and for any reason whatsoever by providing Licensee a minimum of seven (7) calendar days prior written notice (except that no advance notice of any kind shall be required for any termination due to casualty damage or force majeure). Licensee may terminate this Agreement upon prior written notice to Licensor. For any such termination by Licensee, Licensee understand and acknowledges that Licensor's damages will be difficult to specifically determine and Licensee agrees that the following liquidated damages will apply:

Date of Licensee's Termination	Liquidated Damage Amount Applied
0-7 calendar days prior to Licensee's Event	100% of Licensing Fee retained by Licensor
8-14 calendar days prior to Licensee's Event	75% of Licensing Fee retained by Licensor
15-30 calendar days prior to Licensee's Event	50% of Licensing Fee retained by Licensor
31-45 calendar days prior to Licensee's Event	25% of Licensing Fee retained by Licensor
46+ calendar days prior to Licensee's Event	No applicable charges

The foregoing liquidated damages fee shall be retained from any amounts previously paid by Licensee to Licensor and any remaining liquidated damages fee shall be paid by Licensee in immediately available funds upon demand by Licensor. If Licensee breaches any of its obligations hereunder, in addition to any other damage or remedy that may be available at law or in equity, Licensor shall also have the right to immediately terminate this Agreement and to retain all fees paid by the Licensee to the Licensor.

12. **Force Majeure:** The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes, civil disorder, curtailment of transportation facilities, a mandated closing of the Property, or any other cause beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under this Agreement. Either party may cancel this Agreement for any one or more of such reasons upon written notice to the other.

13. **Entire Agreement.** This Agreement contains the parties' entire agreement as to the use of the Property and any equipment located in or on the Property. The invalidation of any term of this Agreement shall not affect any other terms, which shall continue to be given full force and effect. As used herein, the word "fault" shall include negligence or any other form of actionable conduct or omission, and shall extend to all cases of legal fault, whether actual, imputed or implied.

14. **Governing Law and Jurisdiction.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of North Carolina, notwithstanding any otherwise applicable conflict of laws principles. The parties hereto agree that the forum, venue and jurisdiction for any disputes between any of the parties, in connection with, arising out of or related in any way to this Agreement, or to the subject matter hereof, shall reside solely and exclusively in the state courts in North Carolina. Each of the parties hereto submits to the sole and exclusive personal jurisdiction of such courts and agrees to waive all questions or objections as to personal jurisdiction and venue related to such courts including, without limitation, any claims or defenses that such courts constitute an inconvenient forum.

15. **Assignment.** The Licensee shall not be permitted to assign any of its rights, privileges or obligations under this Agreement without the prior written consent of the Licensor. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and permitted assigns.

16. **Default.** If the Licensee breaches any provision of this Agreement, the Licensor shall have the right (a) to immediately terminate this Agreement upon written notice to the Licensee, (b) to cure such breach and obtain reimbursement from the Licensee on demand for any costs and expenses incurred by the Licensor in connection therewith or (c) to exercise any other rights or remedies of the Licensor available hereunder, at law or in equity, all of which shall be cumulative.

17. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the applicable party at its address set forth on the first page hereof (or any subsequent address as notified to the other party in writing).

18. **No Property Interest.** This Agreement does not confer upon the Licensee any interest in the Property but is solely a contractual license that is revocable by the Licensor in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized officers or agents, effective as of the date first written above.

THE JUNIOR LEAGUE OF CHARLOTTE, INC. [LICENSEE]
as Licensor as Licensee

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____