

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 agrees to pay Licensor _____.
4. Should the insurance provision contained within the Lease Agreement between the parties for use of Licensee's leased premises not provide for insurance coverage extending coverage to the Premises for the Permitted Use, Licensee shall obtain general liability insurance in an amount not less than \$1,000,000 insuring both Licensor and Licensee against all claims, demands or actions arising out of Licensee's use or occupancy of the premises and deliver a certificate of insurance to Licensor.
5. Licensee shall indemnify, protect, defend and hold harmless Licensor from and against any and all claims (including attorneys fees and court costs) arising out of or in connection with loss of life, personal injury, property damage, or other damages arising from the use or occupation of the Premises by Licensee, its agents, employees and/or invitees.
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. Licensee expressly waives all claims against Licensor for injury to persons or damage to property on the Premises, regardless of the cause.
8. 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.
9. 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.
10. 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 and/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. Licensee agrees that should any copyrighted music be performed or played within Licensee's leased premises during Tenant's Event, any necessary reporting and paying of any license fees for any copyrighted music shall be Licensee's responsibility.
11. All media press release, advertising print or broadcast, shall be pre-approved by the Licensor.
12. 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: _____