

## LICENSE AGREEMENT

This License is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between XYZ PARKING, INC. (hereinafter referred to as "Licensor"), and , SEWANEE LTD., a Texas nonprofit organization (hereinafter referred to as "Licensee").

### WITNESSETH:

**1. Description:**

Licensor hereby licenses Licensee to use (for the specific purpose of festivities related to the Texas—Oklahoma football weekend) Licensor's parking lot located at 0000 Market Street, Dallas, Texas (the "Premises").

**2. Term:**

This Agreement shall commence on Friday, \_\_\_\_\_ 7, 2009 at 12:00 Noon ("Commencement Date"), and continue until Sunday, \_\_\_\_\_ at midnight., unless sooner terminated as provided herein.

**3. License Fee:**

Licensee covenants and agrees to pay Licensor a license fee of \$\_\_\_\_\_ in advance on or before the Commencement Date. Licensee shall pay all taxes, assessments, and other charges which shall be levied or assessed against the Premises, the parking spaces, or the License Fees paid hereunder.

**4. Maintenance and Replacement:**

- (a) Licensee shall maintain the Premises in a clean and orderly condition and agrees to use reasonable diligence in the care, protection and maintenance of the Premises during the term of this Agreement, and to surrender it at the termination of this Agreement in as good condition as received and broom clean, ordinary wear and tear and other casualty damage excepted.
- (b) Licensee shall not look to Licensor to pay for any damage to its personal property, including the vehicles, on the Premises unless such damage is the result of the gross negligence of Licensor.
- (c) Licensee shall not make alterations and improvements to the Premises.

**5. Use:**

Licensee shall have the right to use the Premises only for the purpose designated herein. The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance, or trespass. In no event shall Licensee have the right to serve alcohol on the Premises unless (i) the right to serve alcohol (including applicable permits/licenses) is

specifically obtained by Licensee, and (ii) proof of the requisite amount of liquor liability insurance coverage is given to Licensor prior to or on the Commencement Date.

**6. Insurance:**

(a) During the term of this Agreement, Licensee shall maintain the following types of insurance with limits not less than those set forth below, shall name owner of the Premises, Licensor, XYZ Parking, Inc., and their officers, directors and affiliates as additional insureds on all such policies and shall provide Licensor with a certificate of insurance prior to the Commencement Date of this Agreement:

- |     |  |   |
|-----|--|---|
| (1) | General Liability Insurance:             | \$1,000,000 Combined Single Limit each occurrence for bodily injury and property damage |
|     | Umbrella Excess Coverage (if no alcohol) | \$2,000,000   |
|     | Umbrella Excess Coverage (if alcohol)    | \$4,000,000   |

(2) Furthermore, if Licensee shall have its employees on the Premises, Licensee shall provide Workers' Compensation as follows:

Coverage A – Statutory  
Coverage B - \$100,000

**7. Assignment and Subletting:**

Licensee shall not, directly or indirectly, assign this Agreement in whole or in part without the prior written consent of Licensor, which consent may be denied in Licensor's sole discretion.

**8. Default:**

In the event of default in the performance by Licensee of any condition herein contained, if such default is not cured within twenty-four (24) hours after receipt of written notice of such default by Licensor to Licensee by hand delivery or next day air courier service, then, in any such case, Licensor may terminate this Agreement immediately and Licensee shall be held liable for damages. No default shall be deemed waived unless such waiver be in writing. No such notice shall be required, and Licensor may terminate this License immediately, in the event Licensee is serving alcohol in violation of the terms hereof.

**9. Indemnity:**

Licensee shall defend, indemnify and hold owner of the Premises, Licensor, XYZ Parking, Inc., and their officers, directors and affiliates harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Licensor

attributable to the recklessness, carelessness or negligence of Licensee or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

**10. Miscellaneous Provisions:**

It is mutually covenanted and agreed by and between the parties as follows:

- (1) That this Agreement shall be construed under the laws of the State of Texas.
- (2) That the captions of the Articles of this Agreement are inserted for identification only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Agreement or any Article thereof.
- (3) Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.
- (4) Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Licensee. Licensee shall be responsible to operate its vehicles safely and in accordance with the law.

**11. Notices:**

In the event notices are required to be sent under the provisions of this Agreement, they will be sent via confirmed hand-delivery, or by a nationally recognized overnight courier service, addressed as follows:

Licensor:

Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, by such notice, designate a new or other address to which notice may be mailed.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be signed by their duly authorized officer on the date hereinbefore first written. hereto

LICENSOR:  
XYZ PARKING, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

LICENSEE:  
[Insert Name of Licensee]

By: \_\_\_\_\_

Its: \_\_\_\_\_