

DAILY LICENSE AGREEMENT

License agreement made _____ *[date of agreement]*, between _____ *[name of licensor]*, a _____ *[municipal corporation/[other type of entity]]* organized under the laws of UTAH, having its principal office at _____ (address) (“licensor”), and _____ *[name of licensee]*, having its principal office at _____ *[address of licensee]* (“licensee”).

In consideration of the mutual promises contained in this license agreement, the parties agree as follows:

1. SECTION ONE. GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to licensee a license to occupy and use, subject to the terms of this license, the following described premises located at _____ (address) (specifics to company name and type of license).

2. SECTION TWO. TERM

The term of this license shall commence on _____ *[date of commencement of license]*, and terminate on _____ *[date of termination of license]*, at the end of normal working hours or at the complete discretion of licensor.

3. SECTION THREE. PAYMENTS

- A. Licensee shall pay to licensor, in advance and without previous notice, \$ _____ *[dollar amount of monthly license fee]* per day until termination of this license.
- B. If licensee is delinquent in paying for a period of more than **10 days** to licensor any payment required by this license, licensee shall pay to licensor interest on the delinquent payment at the rate of _____ *[percentage annual interest rate]*% **per month** from the date the delinquent payment is due until paid.

4. SECTION FOUR. USE OF LICENSED PREMISES

- A. The use of the licensed premises by licensee shall be restricted to the following purposes:
 - a. Use of shop’s bay for working on automobiles
 - b. Use of shop’s hydraulic lift for lifting autos within the parameters of the hydraulic lift.
 - c. Use of shop’s paint booth for painting of automobiles.
 - d. Use at licensor’s discretion.
- B. Any use inconsistent with the purposes set forth in this Section Four or failure of licensee to use the licensed premises for the purposes expressed in this section shall render this license immediately revocable at the option of licensor.

5. SECTION FIVE. SIGNS

Licensee shall not place any signs on the licensed premises without the prior written consent of licensor. Licensee shall, at licensee's own expense, remove to the satisfaction of licensor promptly on the termination of this license all signs that licensee has placed on the licensed premises. If licensee fails to remove the signs that licensee has placed on the licensed premises, licensor may remove the signs at the expense of licensee, and on demand by licensor, licensee shall reimburse licensor the cost of removal.

6. SECTION SIX. CONDITION OF PREMISES

The taking of possession of the licensed premises by licensee shall, in itself, constitute acknowledgment by licensee that the licensed premises are in good condition and satisfactory for the use of licensee.

7. SECTION SEVEN. REPAIRS

Licensee shall at licensee's own cost pay for damages to the licensed premises and all appurtenances on the premises, which licensor shall repair. If licensee fails to pay for repairs for which licensee is responsible, licensor shall have the option to make the repairs, and licensee shall immediately reimburse licensor the cost of the repairs. The making of the repairs by licensor shall not be construed as a waiver of the duty of licensee to make repairs required by this license.

8. SECTION EIGHT. ALTERATIONS AND ADDITIONS

Licensee may not make alterations and additions to the licensed premises. Licensee shall not paint the licensed premises or any portion of the premises without the prior written approval of licensor of the method of painting and the color of paint.

9. SECTION NINE. INDEMNIFICATION

This agreement is made on the express condition that licensor and the agents and employees of licensor shall be free from all claims for damages for injury to any person, death of any person, or damage to property of any kind from any cause that occurs on the licensed premises during the term of this license. Licensee shall indemnify licensor and the agents of licensor against all liability, including legal and attorney's fees, resulting from any injury, death, or damage described in this section.

10. SECTION TEN. HAZARDOUS SUBSTANCES

No goods shall be brought on the licensed premises that are in any way explosive or hazardous. No activity shall be conducted on the licensed premises and no machinery shall be used on the licensed premises if such activity or machinery will increase the cost of or suspend insurance on the licensed premises, or will in any way injure the licensed premises. The provisions in this section shall not preclude licensee from using the licensed premises for carrying out the uses mentioned in Section Four of this license, but if the uses enumerated in Section Four include the keeping of inflammable or explosive substances, the substances shall be used and stored in the safest possible manner.

11. SECTION ELEVEN. DEFAULT

If licensee fails to pay when due any payment required by this license, if licensee defaults on any of the other terms of this license, or if licensee fails to use the licensed premises for the described period of Section Two, except when prevented from doing so by fire, earthquake, war, strike, or other calamity beyond the control of licensee, licensor may declare this license forfeited. Licensor may exercise a right of reentry on the licensed premises after declaring a forfeiture. Licensor may declare a forfeiture of this license only if licensee fails to cure a default within 7 days after licensee receives written notice from licensor of the default.

12. SECTION TWELVE. SURRENDER OF PREMISES ON TERMINATION

On the termination of this license, licensee shall surrender the licensed premises to licensor in good condition, reasonable wear and tear excepted. Licensor shall have the right on termination of this license to enter and take possession of all the licensed premises.

13. SECTION THIRTEEN. DESTRUCTION OF PREMISES

If the licensed premises are totally destroyed by fire or other casualty, this license shall terminate. If the licensed premises are partially destroyed by fire or other casualty, this license shall terminate at the option of licensor on the giving of written notice to licensee, and licensor shall not be entitled to any payment after the termination.

14. SECTION FOURTEEN INSURANCE

Licensee shall carry adequate personal injury and property insurance while on the licensed premises. Licensor will not be liable for any personal injury or damages to property. Licensee shall pay the premiums on the insurance policies and shall furnish licensor with certificates from insurance companies for all required policies if licensor requests. If licensee fails to obtain the insurance specified, licensor is authorized to obtain the insurance on the behalf of licensee and to charge the premiums to licensee or to terminate the license.

15. SECTION FIFTEEN. EFFECT OF WAIVER OF TERM

No waiver by either party at any time of any provision of this license or any forfeiture of any right shall be deemed a waiver or a forfeiture at any subsequent time of the same or any other term or right. No failure of licensor to reenter the licensed premises or to exercise any rights arising from any default shall be construed as a waiver of the default.

16. SECTION SIXTEEN. RIGHTS AND REMEDIES AS CUMULATIVE

Every right and remedy given to licensor by this license is cumulative, and no right or remedy shall be exclusive of any other right or remedy provided by law. The exercise of one right or remedy by licensor shall not impair the right of licensor to exercise any other right or remedy.

17. SECTION SEVENTEEN. TERMINATION

Either party may terminate this license. On termination in this manner, both parties shall be released from all responsibilities incurred under this license.

18. EIGHTEEN. ASSIGNMENT

Licensee shall not at any time or in any manner, either directly or indirectly, assign or encumber this license or any interest or interests in this license, or license the use of any part of the licensed premises without the prior written consent of licensor.

19. NINETEEN. INSPECTION OF LICENSED PREMISES

Licensor reserves right to enter the licensed premises at any reasonable time for the purpose of inspection.

20. SECTION TWENTY. MAINTENANCE

Licensee at all times shall keep the licensed premises in a clean and orderly condition, and licensee shall prevent the accumulation of any refuse that might increase the cost or suspension of existing fire insurance on the licensed premises. If licensee fails to maintain the licensed premises in proper condition, licensor shall have the option to provide the maintenance, and licensee shall immediately reimburse licensor for the cost of the same. Maintenance of the licensed premises by licensor shall not be construed as a waiver of the duty of licensee to maintain the licensed premises. The duty of licensee to maintain the licensed premises shall include the removal of any refuse that emanates from the licensed premises and scatters onto adjoining property.

21. SECTION TWENTY-ONE. LIEN FOR CHARGES

Licensee gives to licensor a lien on all the personal property of licensee located on the licensed premises, and licensee agrees that if there is any failure on the part of licensee to make any payment when due, licensor may take possession of the personal property of licensee, remove the personal property from the licensed premises, store the personal property at the expense of licensee, and sell the personal property at private sale. Licensor may credit the net proceeds of the sale to any indebtedness due from licensee, without prejudice to further claims that subsequently arise under the terms of this license.

22. SECTION TWENTY-TWO. AGREEMENT BINDING ON SUCCESSORS

Every provision of this license shall be binding on the successors and assignees of the respective parties to this license, and all the rights arising under this license in favor of either party shall inure to the successors and assignees of each party. No assignment by or through licensee in violation of Sections Twenty-Seven and Twenty-Eight of this license shall vest any rights in any assignee or successor.

23. SECTION TWENTY-THREE. NO INTEREST IN LAND CREATED

Licensee agrees that this agreement is a license and not a lease, and that no interest or estate in real property or the improvements located on the licensed premises is created by this agreement.

24. SECTION TWENTY-FOUR. NOTICE

- A. Any notice permitted or required to be served on licensee under the terms of this license may be served on licensee by certified or registered mail, with postage prepaid and return receipt requested, mailed to licensee. If licensee gives notice in writing to licensor of any change in the address of licensee, future notices sent to licensee shall be sent to the new address.
- B. Any notice permitted or required to be served on licensor under the terms of this agreement may be served on licensor by certified or registered mail, with postage prepaid and return receipt requested, mailed to licensor at _____(address). If licensor gives notice in writing to licensee of any change in the address of licensor, future notices sent to licensor shall be sent to the new address.

The parties have executed this license on the day and year first above written.

Licensor: _____ (owner) of ??LLC

By:
(Print) _____

(Sign) _____

(Date) _____

Licensee:

By:
(Print) _____

(Sign) _____

(Date) _____

