

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“*Agreement*”), made as of the 1st day of June 2018, by and between **St. Swithin’s Episcopal Church**, a Pennsylvania corporation (“*Licensor*”) and **The John Doe Soup Kitchen Inc.**, a Pennsylvania not-for-profit corporation (“*Licensee*”).

WHEREAS, Licensor owns, occupies and operates that certain property with the improvements thereon located at 123 Main St., Anytown, PA (the “*Property*”); and

WHEREAS, Licensor is willing to permit Licensee to enter upon and use for the said purpose that certain property as hereinafter described on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Property Use.** Licensor shall permit Licensee, its officers, employees, agents and servants, to enter upon and use the Property, on the dates and during the hours herein defined, for running, coordination and operating a soup kitchen (the “*Soup Kitchen*”).

2. **Area Included in License.** The Licensee may enter and use the basement kitchen facility, basement dining hall facility, basement vestibule, basement office and designated storage pantry (“*Designated Areas*”);

3. **Use of Equipment.** Licensee may use all kitchen and serving equipment located in the kitchen facility. Licensee owns and maintains kitchen equipment listed on Exhibit “A” to the Agreement (the “*Equipment*”) which is stored and used on the Property. Licensee may store the Equipment on the Property outside of the Designated Use Times, as defined in Paragraph 4 below, and agrees that Licensor (or groups authorized by Licensor) to use the Designated Areas may from time to time use the Equipment.

4. **Date and Time of Use.** Licensee may use the Designated Areas on Tuesdays, Wednesdays and Thursdays from 9:00 a.m. until 1:00 p.m. and on Saturdays from 7:00 a.m. until 11:00 a.m. or at such other times as the parties may agree including additional hours as needed on Monday and Friday for deliveries (“*Designated Use Times*”).

5. **Additional Area Use.** Upon request of Licensee, Licensor may, in the exercise of its sole discretion, permit Licensee to enter upon or use such other of Licensor’s property as may be available.

6. **Availability of Employees.** Licensor may, in the exercise of its sole discretion, make available its employees, for the purpose of facilitating Licensee’s use of the Property and for the purpose of insuring the safety and convenience of Licensor’s patrons during the exercise of the license.

7. **Licensee’s Rights Subordinate to Licensor.** Licensee shall, at all times, exercise said license in such manner as to avoid interference with or disruption of Licensor’s operations.

Furthermore, Licensee hereby recognizes and acknowledges that the said license is subordinate to Licensor's obligations, as owner or user of the Property, to its parishioners and the like. Therefore, Licensee, its officers, employees, agents and servants, shall at all times comply fully and promptly with all of Licensor's regulations, directions and instructions.

8. **Indemnification**. Licensee shall indemnify and hold harmless Licensor, its officers, employees, agents, servants, successors and assigns, regardless of any negligence on their part, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of any accident or occurrence, however caused, in or as a result of the exercise by Licensee of the license granted herein.

9. **Insurance**. Licensee shall, at its own cost and expense, take out, maintain and keep in force throughout the term hereof and any renewal or extension thereof insurance against loss or liability in connection with bodily injury or death or property damage in or upon the Property, under policies of comprehensive public liability insurance, naming as insured Licensor and Licensee with such limits as to each as may be reasonably required by Licensor from time to time, but no less than One Million (\$1,000,000) Dollars for any occurrence resulting in bodily or personal injury to or death of one or more persons and consequential damages arising therefrom, and Five Hundred Thousand (\$500,000) for each occurrence in respect to property damage. The policy shall also be endorsed to provide that it will not be canceled or materially changed without at least thirty (30) day's prior written notice to Licensor.

10. **Certificate of Insurance**. If not already provided by Licensee, a Certificate of Insurance and applicable endorsements evidencing such insurance shall be furnished to Licensor upon execution of this Agreement. Failure to obtain insurance coverage as provided in Section 7 above or failure to furnish a Certificate of Insurance as provided in this Section 8 shall render this Agreement null and void.

11. **License Fee**. Licensee shall pay Licensor \$1,000.00 per month ("***License Fee***") beginning on June 1, 2018 and continuing on the first of each subsequent month until Licensee is no longer running the Soup Kitchen on the Property or Licensor cancels this Agreement under paragraph number 12 below.

12. **Termination**. Licensor or Licensee, may, in its sole discretion, and with ninety (90) days' notice, postpone or cancel this Agreement.

13. **Amendments in Writing**. This License Agreement may not be amended except by agreement in writing duly signed by authorized officers of the parties hereto.

14. **Severability**. If any section of this Agreement or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts thereof.

15. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

Witness:

ST.SWITHIN’S EPISCOPAL CHURCH

By: _____

Name: _____

Title: _____

Witness:

JOHN DOE SOUP KITCHEN, INC.

By: _____

Name: _____

Title: _____
