

PINEYWOODS COMMUNITY ACADEMY
LICENSE AGREEMENT

THIS AGREEMENT OF LICENSE is entered into between the PINEYWOODS COMMUNITY ACADEMY ("LICENSOR") and _____ ("LICENSEE").

1. The LICENSOR hereby grants to LICENSEE a license for the use of: _____

Auditorium Stage Lighting Parking Lot

2. The license herein granted shall extend only to such facility(s) and no other. The license granted may be terminated by LICENSOR at will.

3. The facility(s) shall be used for the following purpose(s): _____

on the _____ day of _____ from _____ am./p.m. to _____ am/p.m.

4. The LICENSEE agrees to the following terms and conditions:

- a) LICENSOR assumes no responsibility for improving or maintaining the facility(s).
- b) LICENSOR makes no representations that the facility(s) is safe or suitable for the intended use. Security personnel are not provided by LICENSOR.
- c) LICENSEE accepts full responsibility for and shall pay to LICENSOR any damage to the facility(s) resulting from the intended use.
- d) LICENSEE shall hold LICENSOR harmless from any claim or claims by any participant, sponsor, spectator or any other person on the facility(s) as a result of or in connection with the intended use, and LICENSEE shall indemnify LICENSOR for any damage resulting from any and all loss of life, bodily injury, or property damage on the facility(s).
- e) LICENSEE agrees to keep in force at its expense, during the term of this License Agreement, public liability insurance in companies acceptable to LICENSOR for property damage in the amount of \$100,000 and for bodily injury in the amount of \$100,000 for each person injured, or a maximum of \$300,000 per occurrence. If a combined policy is provided, the amount required is \$500,000. The public liability insurance shall cover both LICENSOR and LICENSEE against any and all claims, accidents, damages, liability, and expenses in connection with personal injuries or damage to property arising from or out of the intended use of the facility(s). LICENSEE agrees to furnish LICENSOR a certificate of insurance evidencing such public liability insurance coverage. Certificate must reflect "PCA ISD" as additional insured.
- f) LICENSEE agrees to prevent its group from smoking or using tobacco products on any school property and from using or possessing alcoholic beverages.
- g) Use of profanity shall be prohibited.
- h) LICENSEE agrees that no food or drink shall be permitted in the Auditorium.
- i) LICENSEE agrees that a District custodial employee will be present during use of the facility(s) at the expense of LICENSEE at \$10 per hour.

5. The fee for the intended use of this facility(s) is \$ 250.00 **per day** payable one week in advance for single use events and one week in advance of end of preceding month for continuing events, to PCA ISD 602 Raguet St. Lufkin TX, 75904. Failure to make payment by the deadline will void the existing license agreement.

6. The name, address, and telephone number of the organization planning to use the facility(s) is as follows:

7. LICENSOR disclaims any affiliation with LICENSEE. LICENSEE understands that LICENSOR by permitting the use of its facility(s) does not support, advocate, or endorse LICENSEE'S religious, political, or social philosophy. THE LICENSEE UNDERSTANDS THAT THIS DISCLAIMER IS TO BE INCLUDED IN ALL RADIO AND NEWSPAPER ADVERTISING.

EXECUTED this _____th day of _____.

NAME OF LICENSEE

Pineywoods Community Academy
LICENSOR

AUTHORIZED SIGNATURE

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