**Katie’s Place**

**130 South Penn Street, Shippensburg, PA 17257**

**717-477-9100**

FACILITIES LICENSE AGREEMENT

This Agreement is made between Katie’s Place, a Pennsylvania non-profit corporation (herein ‘KP’) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein “Licensee”) on the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the use of 130 South Penn Street, Shippensburg, Pennsylvania (herein “Facility”) for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Hold Harmless: Licensee shall be responsible for and agrees to indemnify and hold harmless Katie’s Place, including its Board, Agents, and Employees from and against any and all losses, injury, damages, costs, expenses, claims, demands, suits and actions brought by any party against Licensee of KP in any way arising out of the use of the of the Facility or Facility grounds. Licensee agrees to provide a complete defense and pay any/all legal and attorney costs associates with any cause of action resulting from the use of the Facility.

Property Liability: KP accepts no responsibility whatsoever for any property brought onto Facility premises and KP is hereby expressly relieved and discharged from any liability from any loss, damage, destruction, or theft of said property in connection with performance of this agreement.

Facility Damage: Licensee hereby agrees to any/all expenses and costs of repair, restore or replacement for any/all damage of whatever origin or nature which may have occurred during the use of the Facility under the terms of this Agreement. KP agrees to provide detailed billing for any repair, restoration or replacement of Facility or any of Facility property.

Insurance: Licensee agrees to provide proof of liability insurance to KP within ten days of the commencement of use of the Facility under this Agreement. Failure to provide proof may result in cancellation of this Agreement.

No Assignment: Licensee may not assign this Agreement to any other without the express written consent of KP.

Termination: The license granted for the use of the Facility under this Agreement may be terminated by the KP upon written notice to the Licensee. KP retains the right to terminate, cancel, or interrupt any event arising from the use of the Facility at its sole discretion when in the interest of protecting public safety or protecting the Facility property.

Complete Agreement: The Parties agree to be bound by the terms and conditions set forth in this Agreement. This Agreement and the attached Use Requirements contains the entire contract between the parties and supersedes all prior or contemporaneous oral or written agreements. This Agreement is to be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

**Katie’s Place Board of Directors** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Duly Authorized by

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

 Date

**Tenant**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Duly Authorized by

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 Date