

**EXHIBIT J-d**

STATE OF TEXAS \*

COUNTY OF \_\_\_\_\_ \*

**LICENSE AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **Most Reverend Curtis J. Guillory, Bishop of Beaumont and his successors in office, The Catholic Diocese of Beaumont and the involved parish/school/entity, which is:**

\_\_\_\_\_ **Parish/School/Entity** ("Licensor"),  
and \_\_\_\_\_ [*name*] ("Licensee").

**RECITALS**

1. Licensor is the owner of the following described real property (the "Property"):

\_\_\_\_\_.

2. Licensee desires to exercise certain rights and privileges upon the Property.

NOW, THEREFORE, it is agreed as follows:

**License**

1. Licensee shall have the right to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on the Property.

**Consideration**

2. In consideration for this license, Licensee shall pay to Licensor the sum of \$

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**Nonassignable**

3. This license is personal to the Licensee. It is not assignable, and any attempt to assign this license will terminate the license.

**Terminable at Will**

4. This agreement is terminable by either party at will by the giving of actual notice to the other party.

**Indemnity**

**5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE LICENSOR, THEIR SUCCESSORS, ASSIGNS OFFICERS, AGENTS AND EMPLOYEES, FOREVER, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS FEES AND EXPERT FEES ARISING OUT OF OR RESULTING FROM LICENSEE'S EXERCISE OF THE LICENSE UNDER THIS AGREEMENT AND ATTRIBUTABLE TO BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE AND ECONOMIC LOSS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR ANYONE DIRECTLY OR INDIRECTLY AFFILIATED WITH LICENSEE OR ANYONE WHOSE ACTS FOR WHICH LICENSEE MAY BE LIABLE, IF SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN**

**WHOLE OR IN PART BY LICENSEE ITS AGENTS, EMPLOYEES OR ANYONE DIRECTLY OR INDIRECTLY AFFILIATED WITH LICENSEE OR ANYONE WHOSE ACTS FOR WHICH LICENSEE MAY BE LIABLE. LICENSEE IS NOT RESPONSIBLE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES ENUMERATED ABOVE THAT ARE SOLELY CAUSED BY THE LICENSOR.**

**LICENSEE:**

\_\_\_\_\_ *[signature]*

\_\_\_\_\_ *[print name]*

\_\_\_\_\_ *[print title]*

**LICENSOR:**

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

\* \* \* \* \*

## **LICENSE AGREEMENT INSTRUCTIONS**

1. *The parish school or other entity should fill in who they are. (i.e. St. Mary's Catholic Parish Port Arthur or St. Anne's School or Holy Family Retreat Center).*
2. *Under RECITALS the church entity should fill in as much information about the property as possible and include the physical address at a minimum. For example: St. James Catholic Church including all real property and improvements located at 3617 Gulfway Drive, Port Arthur, Texas 77642.*
3. *Under **License** the church entity should use the blanks to state as specifically as possible what the licensee is allowed to do. If the entity needs more room then they should write "See Attached" in the blanks and attach a typed out narrative on the license. For example: Licensee may use the parish hall for a retirement party of parishioner named John Doe and his guests from 6:00 P.M. to 10:P.M. Licensee is responsible for all setting up, taking down and clean up. **NO ALCOHOLIC BEVERAGES ARE ALLOWED.***
4. *Obviously the **Consideration** is the rent or lump sum to be paid.*
5. *The **Indemnity** shall not be altered by the either party.*
6. *As to the signature lines the licensee himself should sign and print his name. If the Licensee is a company to group then the president or other authorized agent should sign it.*
7. *The pastor/principal/director should sign under Licensor.*

## **LICENSE AGREEMENT GUIDELINES**

The License Agreement must be used when non-parish/school/entity sponsored or affiliated groups use parish/school/entity facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish/school/entity sponsored or affiliated groups that should sign the License Agreement.

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish/school/entity facilities for meetings or fundraisers.
2. AAU sport teams or non-parish/school/entity sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish/school/entity facilities for wedding receptions, family reunions, anniversary parties or other similar activities. Please note that funeral luncheons are parish sponsored events if hosted by the parish.

4. Any other organization, municipality or county organization that uses parish/school/entity facilities for a meeting or function that is non-parish/school/entity sponsored.

The License Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish/school/entity and the diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish/school/entity only as a “certificate holder.”

It is often asked what criteria an organization must meet to be parish/school/entity sponsored or affiliated. In the event of an insurance claim involving a potential non-parish/school/entity sponsored activity, the following questions would be asked to further determine if a group was parish/school/entity sponsored and eligible for insurance coverage:

1. Does the parish/school/entity have full control or final decision making authority over the function?
2. Do any costs or fees associated with the function flow through the parish/school/entity account?
3. If applicable, is the function or group open to all parish/school/entity members?
4. Is the purpose of the function or group to facilitate learning, raise funds for the parish/school/entity provide a social service on behalf of the parish/school/entity?
5. Is the organizer or leader of the group a parish/school/entity volunteer or employee?

Generally, if the answer is “no” to any of these questions, the activity is not parish/school/entity sponsored, meaning that the facility user needs to provide:

1. **LICENSE AGREEMENT (Exhibit J-d)**
2. **CERTIFICATE OF LIABILITY INSURANCE (Exhibit J-g)**