

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** ("License") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY OF LOUISVILLE**, a Kentucky urban renewal and community development agency created according to KRS 99.330-99.590, 444 South 5<sup>th</sup> Street, Louisville, KY 40202, (hereinafter "URC"), and **SAINT JAMES COURT ASSOCIATION, INC.**, 1387 South 4<sup>th</sup> Street, Louisville, KY 40208 (hereinafter "St. James").

In consideration of the mutual obligations and covenants contained herein, the sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

### **1. Scope of License:**

- A.** URC agrees to grant to St. James a license to nonexclusive use of the properties located at 1500 South 3<sup>rd</sup> Street, 1501 South 3<sup>rd</sup> Street, and 1501 South 4<sup>th</sup> Street (the "Premises") for the duration of the St James Court Art Show (the "Event") for the purpose of providing patrons of the Event a location to sit and eat.
- B.** Because the proposed eating area is likely to generate a substantial amount of trash, St. James shall provide trash receptacles on the Premises. In addition, St. James shall be responsible for cleaning the lots after the Event, disposing of any remaining trash, and removing all tables, benches, umbrellas, chairs, trash receptacles, and any other items placed on the Premises during the Event.
- C.** There shall be no parking on the Premises. St. James assumes responsibility for replacing or repairing any landscaping damaged during the Event.

- 2. Term:** The term of this License shall be from three (3) days before the start of the Event to three (3) days after the Event as it is scheduled from year to year beginning in 2023. This License shall expire in 2033.

### **3. License Fee:**

- A.** There is no fee associated with this License.

- 4. Obligations of St. James:** As additional consideration for this License, St. James agrees as follows:

- A.** St. James shall use the Premises solely for the purpose of providing a seating and eating area for the Event and related trash collection.

- B. At all times during the term of this License, St. James shall conduct operations on the Premises in a safe, prudent, orderly, lawful and business-like manner in full compliance with all laws, ordinances and regulations which may be applicable to the Premises or St. James' use thereof. Further, St. James shall not commit or suffer waste therein or allow any part thereof to become a nuisance.
- C. St. James shall keep any garbage, trash, rubbish or other refuse in rodent-proof containers.
- D. St. James shall obtain all required permits and licenses necessary for its operations at the Premises from the appropriate governmental authorities.
- E. St. James, prior to the end of the term of the License, shall return the Premises to its original condition to the satisfaction of URC.
- F. St. James shall not assign or sublicense all or any part of its interest in the Premises.

**5. Obligations of URC:**

- A. St. James shall have the right to quietly hold and occupy the Premises in accordance with the terms of this License, provided St. James complies with the terms of this License.
- B. URC staff shall work with its mowing contractor to attempt to have the Premises mowed in an appropriate amount of time before the Event.
- C. URC staff shall maintain regular communication with St. James to ensure smooth operation of day-to-day camp activities and outings, including facilities, equipment, and other on-site needs

**6. Hold Harmless, Indemnification, and Insurance:** In accordance with Exhibit A, attached hereto and made a part hereof as if fully set out herein St. James shall indemnify, hold harmless, and defend both the Louisville/Jefferson County Metro Government and URC. Also, in accordance with Exhibit A, St. James shall keep the Premises and its operations on the Premises insured.

**7. Termination:**

- A. **For Cause.** URC shall have the right to terminate this License immediately should St. James default in the performance of its obligations under this License. Upon notice by URC to St. James of termination, URC shall be entitled to immediate possession of the Licensed Premises and shall have no further obligation to St. James. URC shall also have the right to exercise any of its

rights or remedies available at law or in equity, in addition to terminating this License.

**B. For Convenience.** URC shall have the right to terminate this License in whole or in part for any reason upon five (5) days' written notice to St. James.

**C. On Development or Salet.** St. James hereby acknowledges that URC may attempt to develop or sell the Premises at any time and that such development or sale will result in the termination of this License.

**8. Amendments and Waivers:** The parties agree that URC may waive the performance of any term, condition and covenant contained herein, provided that such waiver shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision. Further, this License shall not be amended, modified, or terminated, nor shall any obligations hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, signed by both parties.

**9. Notices:** Whenever a notice is required or permitted to be given to a party hereunder, such notice shall be in writing and shall be deemed to have been made when hand delivered or two (2) business days after being deposited in the United States mail, certified or registered mail return receipt requested, postage prepaid, addressed to the receiving party, or to such other address as the receiving party shall have notified the sender, as follows.

To **URC:** Urban Renewal and Community Development  
Agency of Louisville  
Attn: Office of Housing & Community Development  
444 S. 5<sup>th</sup> Street, Suite 500  
Louisville, Kentucky 40202

To **Licensee:** Saint James Court Association, Inc.  
Attn: \_\_\_\_\_  
1387 South 4<sup>th</sup> Street  
Louisville, KY 40208

**10. Authority:** URC and St. James, by execution of this License, do hereby warrant and represent to each other that they each are a duly organized and validly existing corporation or limited liability company or a sole proprietorship, as the case may be, are qualified to do business in the State of Kentucky, have full right, power and authority to enter into this License, and that each person signing on behalf of URC and St. James is authorized to do so.

**11. Severability:** If any provision of this License shall be declared invalid or unenforceable, the remainder of the License shall continue in full force and effect.

- 12. Binding Effect:** The covenants, conditions, warranties and agreements made and entered into by the parties hereto are declared binding on, and shall inure to, the benefits of their respective heirs, successors, representatives and assigns.
- 13. Liens:** St. James shall keep the Premises free from any liens or claims of lien arising out of work performed, materials furnished, or obligations incurred by, for or at the instance of St. James. In the event that any liens are filed arising out of work performed, materials furnished or obligations incurred by, for or at the insistence of St. James and St. James fails to bond, pay or otherwise extinguish such liens within thirty (30) days after URC notifies St. James of the existence thereof, URC may, without waiver of any other rights or remedies, bond, pay or otherwise extinguish such liens and any expenses incurred by St. James in connection therewith and shall be reimbursed by St. James upon demand as additional rent hereunder.
- 14. Entire Understanding:** This License represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this License shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either URC or St. James.
- 15. Governing Law; Venue:** This License shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this License, the parties hereto agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such courts for the limited and sole purpose of proceedings related to this License or any rights or obligations there under. Service of process may be accomplished by following the procedures proscribed by law.
- 16. No Joint Venture:** Nothing herein contained shall be deemed construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of a partnership or joint venture between the parties to this Agreement.

**SIGNATURE PAGE TO FOLLOW**

**WITNESS** the signatures of the authorized representatives of the parties as of the date first written above.

**LICENSOR:**

URBAN RENEWAL AND COMMUNITY  
DEVELOPMENT AGENCY OF LOUISVILLE

**LICENSEE:**

SAINT JAMES COURT ASSOCIATION,  
INC.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Michael Hicks

Title: Chairman Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

\_\_\_\_\_  
Travis J. Fiechter  
Assistant County Attorney  
Counsel for Urban Renewal and Community  
Development Agency of Louisville  
200 S. Fifth Street, Suite 300N  
Louisville, KY 40202  
(502) 574-1037

## **EXHIBIT A**

### **HOLD HARMLESS AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS**

**NOTE: For purposes of this Exhibit, St. James will be referred to as “the Contractor”.**

#### **I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, hold harmless, and defend the URC and Louisville/Jefferson County Metro Government, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

#### **II. INSURANCE REQUIREMENTS**

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the Commonwealth of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require

Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

**"The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."**

- B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors' policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

- III. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

**IV. MISCELLANEOUS**

- A. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(ies).

- B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government  
Department - Louisville Metro Police Department  
Procurement Department  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. Upon Renewal of insurance coverage(s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE:

Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(ies) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

- E. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

**All insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Agreement is awarded.**