Effective Date: ___/___/___
Expiration Date: ___/___/___

CITY OF CHARLOTTE
LICENSE AND INDEMNITY AGREEMENT

THIS LICENSE AND INDEMNITY AGREEMENT (the"Agreement") is made and entered into as of [ ], (the "Effective Date"), by and between the City of Charlotte, North Carolina (the "Licensor"), a North Carolina municipal corporation, and [THE COMPANY]. ("Licensee"), a [COMPANY TYPE] organized and existing under the laws of the State of North Carolina. Each of Licensor and Licensee may be individually referred to as a "Party" and are collectively referred to as the "Parties."

STATEMENT OF PURPOSE

Licensor is the owner of certain real property and improvements (together, the "Premises") located generally at [ ] in Charlotte, North Carolina, that is commonly known as the [ ], and described more particularly in Exhibit A. Licensee desires to use the Premises for the purpose of providing services as described in City Contract #[XXXXX] (the "Permitted Use"). Licensor has agreed to grant Licensee a non-exclusive license for the aforementioned Permitted Use, subject to the terms of this Agreement

NOW, THEREFORE, in exchange for the mutual promises in this Agreement, Licensor and Licensee agree to the provisions of this Agreement, intending to bind themselves and their successors and permitted assigns as follows:

AGREEMENT

1. **License.**

(a) Grant of License. Licensor, insofar as its rights, title and interests enables it to do, and without warranty and subject to all encumbrances, covenants and easements to which its title may be subject, in order to allow Licensee to carry out the work of Licensee as described in City Contract #[XXXXX] (the "Permitted Use"), hereby grants to Licensee, subject to all of the terms and conditions of this Agreement a revocable license ("License") providing a right of ingress, egress, and regress over and upon the Premises, in locations and at the hours designated by Licensor; together with the right of access, as approved by Licensor, to the Premises for the purpose of exercising the rights and privileges granted herein.

(b) Licensor's Rights. The license hereby granted by this Agreement, and the conduct of the Permitted Use permitted by this Agreement, is at all times subject to Licensor's right to use the Premises and to allow others to use it, and Licensee's use of the Premises shall not interfere with Licensor's use and enjoyment of the Property or with Licensor's right to allow others to use and enjoy the Property.

(c) Use Restrictions. The Permitted Use may only be performed on the Premises (delineated in Exhibit A attached and incorporated herein). The Premises shall be used solely for the purposes set forth in subsection (a) of this Section 1 by Licensee, its members, managers, directors, officers, employees, agents, contactors, subcontractors, guests, and invitees ("Permitted Users").

2. **Term of License**. This Agreement will be in effect only during the Term, as defined in this Section. The Term will begin on [ ], and will continue through and including [ ]. Licensor may immediately terminate this Agreement at any time and for any reason or no reason and such License will terminate immediately upon the termination or expiration of City Contract #[XXXXX].

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3. **License Fee.** Licensee shall be required to pay rent of one dollar ($) per year for as long as this license shall continue.

4. **Licensee Has No Interest or Estate.** Licensee acknowledges and agrees that Licensee does not have any interest or estate of any kind in the Property or any portion of it and that Licensee's ability to use the Premises arises solely from the revocable license granted by this Agreement and is subject at all times to this Agreement's terms and conditions.

5. **Conduct of Permitted Use.** Licensee shall not make any changes to the Premises, including installation of permanent signage, without the prior written consent of Licensor, which may be withheld by Licensor in its sole discretion. Furthermore, Licensee agrees that, in the event of any damage or changes to the Premises arising from, caused by, or related in any way to the exercise of Licensee's rights under this Agreement, Licensee shall promptly restore the Premises at Licensee's expense to the same condition that it had on the Commencement Date, reasonable wear and tear excepted. Licensor reserves the right to charge Licensee for the cost to repair any damage to the Premises.

6. **Termination/Expiration.** Licensee or Licensor may terminate this Agreement at any time without cause by giving written notice to the other party. Termination of this Agreement shall not relieve Licensee from any duty to restore Licensor's Premises to its previous condition due to damages arising from, caused by, or related in any way to the exercise of Licensee's rights under this Agreement.

Upon expiration or termination of this Agreement, regardless of the cause, manner, or method of expiration or termination, Licensee must remove from the Property any and all equipment and other personal property placed on the Property by Licensee or by its employees, agents, or invitees, and Licensee must restore the Premises to the same condition that it had on the Commencement Date, reasonable wear and tear expected. Failure of Licensee to satisfy its obligations under this paragraph within five (5) days of expiration or termination of this Agreement shall entitle Licensor to remove such equipment and other personal property and to conduct such restoration and to recover all of its costs and expenses in doing so from Licensee, which may include without limitation: costs of repairing, cleaning, and restoring the Premises; charges incurred by Licensor in moving and/or storing Licensee's property and effects; attorney's fees, consultant fees and all other costs incurred by Licensor; and any liabilities, costs, expenses, damages, and lost proceeds and/or profits that may result from the effect of Licensee's breach of this Agreement and/or failure to properly vacate and restore the Premises.

7. **Indemnification and Release.** Licensee (in the capacity of "Indemnitor") shall defend, indemnify and hold harmless; the Licensor (in the capacity of "Indemnitee") and its officers, officials, employees, agents, and independent contractors, excluding licensee, from and against all liability, claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting in any way and to any extent from personal injuries, property damage, loss of life or property, or any other injury or damage of whatever kind or nature to any person or property (including by example the Premises) resulting from, or connected in any way with, the Permitted Use or the activities of Licensee, its agents, employees, or invitees on the Premises. Licensee agrees to release and discharge Licensee from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of Licensors use of the Property. This Section 7 will apply to the extent permitted by law. This Section 8 shall survive the expiration or termination of this Agreement.

8. **Licensee's Obligations.** In addition to other obligations of the Licensee under this Agreement, during the term of this Agreement, Licensee shall:

(a) Use the Premises only for the Permitted Use;
(b) Not use the Premises for any unlawful or immoral purposes or occupy the Premises in such a way as to constitute a nuisance;

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(c) Secure any and all permits required by any regulatory authority prior to commencing use of the Premises;
(d) Keep the Premises free of debris and leave it in clean and sanitary condition and remove all Licensees' personal property or equipment at the time of this Agreement's termination or expiration;
(e) Prohibit access to the Premises by trespassers, to the extent reasonably possible;
(f) Compensate Licensor for any damages to the Premises occurring during the term of this Agreement;
(g) Obey all instructions and policies of Licensor with respect to activities on the Premises;
(h) Promptly, and at Licensee's own expense, repair or replace any of Licensor's items, equipment, facilities, or other property damaged by Licensee or any of its employees, agents, or invitees, ensuring the same level of functionality as prior to damage; and

9. **Relationship.** This is an arm's-length contract between two unrelated Parties, and nothing in this Agreement will constitute the Parties as partners, joint venturers, or otherwise participants in any joint undertaking. The Parties acknowledge and agree that Licensor is not a sponsor or organizer of Licensee's event, nor is Licensor otherwise responsible for any aspect of that event.

10. **Notices.** Any notices required by any provision of this Agreement shall be made in writing and delivered by (a) United States mail, postage prepaid, (b) reputable overnight courier, or (c) email transmission. Such notice shall be effective three (3) days after the mailing thereof by U.S. mail, one (1) business day after the mailing thereof by overnight courier, and on the day of confirmed delivery by email transmission. Each party shall give notice to the other party in the event of any change of address. Rejection or refusal to accept delivery or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of notices as of the date such notice was deposited in the mail or delivered to the courier or transmitted via confirmed email. Notices shall be addressed to the addresses set forth:

For City:

For Licensee:

11. **Familiarity and Compliance with Laws and Ordinances.** Licensee shall and shall cause each Permitted User to comply with all applicable federal, state and local laws, regulations and ordinances, including but not limited to, any orders related to the restriction of social gatherings or other such orders pursuant to emergency management authority. Licensee shall obtain and maintain all applicable licenses and permits throughout the Term of this Agreement.

12. **Commercial Non-Discrimination.** Licensor has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on Licensor's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Licensee agrees to comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Licensee shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City of Charlotte contract. Licensee shall not retaliate against any person or entity for reporting instances of such discrimination. Licensee shall provide equal opportunity for subcontractors, vendors and suppliers

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to participate in all its subcontracting and supply opportunities on City of Charlotte contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. As a condition of entering into this Agreement, Licensee agrees to fully cooperate in any investigation conducted by Licensor pursuant to Licensor's Non-Discrimination Policy, to provide any documents relevant too such investigation that are requested by Licensor, and to be bound by any arbitration conducted under such policy. Licensee understands that violation of this Section 13 shall be considered a breach of the Agreement and may result in contract termination, and/or other sanctions.

13. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.

14. **Survival.** All provisions to be performed or which apply to circumstances subsequent to the expiration or termination of this Agreement shall survive that expiration or termination.

15. **Entire Agreement.** This Agreement and the attachments and riders attached to this Agreement (which are incorporated herein by reference) constitute the entire agreement between the parties and supersedes all previous agreements, promises and representations, whether written or oral, between Licensor and Licensee with respect to the subject matter of this Agreement. In entering into this Agreement, neither Party has relied on any oral or written conditions, terms, understandings, promises, representations, or other agreements not expressed in this Agreement.

16. **Modification and Amendment.** No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

17. **Headings and Construction of Terms.** The headings and captions in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Agreement.

18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice of law provisions. Any action or other proceeding that arises out of or relates in any way to this Agreement or to the License conferred by this Agreement must be brought and pursued exclusively in a state or federal court sitting in Mecklenburg County, North Carolina, and nowhere else, and each Party hereby irrevocably waives any objection it might ever have to jurisdiction or venue in such a court. This Section's forum restriction will not apply to a legal claim or proceeding that is initiated and at all times pursued solely to enforce a judgment or other ruling issued by a court sitting in Mecklenburg County, North Carolina. Licensee's obligations under this Section 19 will survive this Agreement's expiration or termination regardless of when, how, or under what circumstances this Agreement expires or is terminated.

19. **Assignment.** It is agreed between Licensor and Licensee that this Agreement and grant of license under it is personal to Licensee and shall not inure to the successors or assigns of Licensee and that Licensee shall not assign the Licensee's rights hereunder, and that any such succession or assignment shall be deemed void.

20. **Severability.** If any provision of this Agreement is found to be unlawful, invalid or unenforceable, that provision shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remainder of the Agreement.

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21. **Attorneys' Fees.** In the event it becomes necessary for Licensor to file suit to enforce this Agreement or any provision contained herein, Licensor shall be entitled to recover from Licensee, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit.

22. **Special or Consequential Damages.** Licensor shall not be liable to Licensee, its agents, employees, or invitees for or on account of any stoppages or delay in the performance of any obligations of Licensor.

23. **Publicity.** No advertising, sales promotions, or other materials of Licensee or its agents or representatives may identify or reference this Agreement or Licensor in any manner absent written consent of the Licensor.

24. **Approvals.** All approvals or consents of Licensor required under this Agreement must be in writing.

25. **Americans with Disabilities Act.** Licensee acknowledges that, pursuant to the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 et seq., programs, services, and other activities provided by a public entity to the public, shall be accessible to individuals with disabilities. Licensee shall not discriminate against individuals with disabilities in the provision of services, benefits, or activities provided under this Agreement; and further agrees that any violation of this prohibition on the part of Licensee, its employees, agents, subcontractors, or assigns will constitute a material breach of this Agreement. Licensee shall cooperate with the Licensor in keeping the Licensed Areas accessible to individuals with disabilities with respect to the elimination of both architectural and programmatic barriers.

26. **Prohibition on Contracting with Companies that Invest in Iran or Boycott Israel.** Licensee certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Agreement; and (iv) it will not subcontract any activity under this Agreement to any company or entity on the Treasurer's IDA List or the Treasurer's IB List. In signing this Agreement, Licensee further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse Licensor for any and all damages, costs and attorneys' fees incurred by Licensor in connection with any claim that this Agreement or any part thereof is void due to Licensee appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Agreement.

27. **E-Verify.** Licensee shall: (i) comply with the requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements") and (ii) cause each subcontractor providing services related to this Agreement to comply with the E-Verify Requirements, as well. Licensee shall indemnify and save harmless Licensor from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges, and other liabilities (including settlement amounts) incurred because of any failure by Licensee or any subcontractor to comply with the E-Verify Requirements.

28. **No Third-Party Beneficiaries.** Licensor and Licensee do not intend for this Agreement to have any third-party beneficiaries. Except for Licensor and Licensee, no one (including, by example only, any of Licensee's employees, agents, and invitees) shall have any enforceable rights under this Agreement or be entitled to any compensation, damages, or other remedies under this Agreement.

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29. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed an original once executed and delivered.

[signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date and hereby demonstrate their intent to be fully bound by this Agreement.

CITY OF CHARLOTTE, NORTH CAROLINA:

By: _____

Name: _____

Title: _____

Date: _____

[THE COMPANY]**:**

By: _____

Name: _____

Title: _____

Date: _____

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LICENSE - EXHIBIT A

INSERT DEPICTION OF THE PREMISES

"This Sample License Agreement is included for illustrative purposes. The selected Service Provider will be asked to execute one or more similar License Agreements depending on the actual CATS Facility or Facilities that are occupied by Service Provider."

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