LICENSE AGREEMENT

**Roman Catholic Archbishop of Boston, a Corporation Sole**, organized in accordance with Chapter 506 of the Massachusetts Acts of 1897, 66 Brooks Drive, Braintree, MA 02184 on behalf of \_\_\_\_\_\_\_\_\_\_\_\_ Parish, \_\_\_\_\_\_\_\_\_\_, Massachusetts (“Licensor” including its successors and assigns), hereby gives \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** with their principal places of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”), a license, terminable as hereinafter provided, to use the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ building located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_, Massachusetts (“License Area”) from \_\_\_\_\_\_\_\_\_, 2021 to \_\_\_\_\_\_\_\_\_\_\_\_, 2021, 24 hours a day, 7 days a week (or specific hours). The License Area is licensed “as is” without any warranties or representations at a rate of $1.00 and for other good and valuable consideration for said License. The Licensee hereby agrees to the conditions and terms set forth below:

1. Said license may be revoked by the Licensor or terminated by the Licensee, upon thirty (30) days prior written notice mailed through the U.S. Postal Service or nationally recognized overnight carrier, as applicable, addressed to the other party as provided herein. Notwithstanding the above, this License shall terminate upon conveyance by the Licensor of the land upon which the License Area is located or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 whichever occurs first. Licensee further acknowledges and agrees to provide notice to Licensor of Licensee’s vacating the License Area at least 48 hours before doing so. This License shall immediately terminate if this instrument shall be recorded by or on behalf of the Licensee or by or on behalf of anyone claiming by, through or under the Licensee.
2. The License hereby given shall be personal to the Licensee and shall not be assignable by the Licensee nor shall the Licensee collect a fee from third parties for use of the License Area.

3. The Licensee hereby declares it has no right, title, or interest in the land, building, or License Area other than the license given by the Licensor and agrees that the license shall be at all times subordinate to the right of the Licensor to use said land for its purposes in its unlimited discretion.

4. The Licensee hereby agrees (a) to relocate Licensor’s existing furnishings in the License area and return the same upon conclusion of this License; (b) not to make any alterations, additions or improvements to the License Area including signs without obtaining, the permission of the Licensor in writing, which the Licensor may give or withhold in its unlimited discretion; (c) to remove any alterations, additions or improvements made when required to by Licensor; and (d) if the Licensee has not removed the alterations, additions or improvements when required by Licensor within sixty (60) days after notice or following termination of this license whichever occurs sooner, the Licensor may remove, replace or repair the alterations, additions or improvements and the Licensee will reimburse the Licensor for the cost of such removal upon demand. Any alterations, additions or improvements permitted by the Licensor shall be in conformance with all appropriate governmental approvals, and any specifications or plans submitted to the Licensor for its review and approval. Notwithstanding the foregoing, the Licensee shall and is authorized to make those necessary improvements and obtain all requisite approvals to make the License Area suitable for occupancy to meet the purposes of this License Agreement as set forth in Paragraph 5 of this License Agreement.

5. Licensee’s use is limited to use of the License area for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Licensee shall protect Licensor’s land from damage and shall not permit storage of any hazardous material on Licensor’s property including but not limited to medical waste, however, the parties acknowledge and agree that in the event the License Area is used as provided for herein, medical waste may be generated as a result of caring for individuals. In such case, the Licensee is obligated to take steps to dispose of such waste properly and in accordance with all applicable rules, regulations and laws.

6. Licensee shall be responsible for and pay for all utilities and operating expenses associated with Licensee’s use of the License Area.

7. Licensee acknowledges and agrees that upon termination of this License, Licensee shall perform a complete and thorough cleaning of the License Area including completely sanitizing all surfaces and objects within the License Area.

8. In the event real estate taxes are assessed to said land or a portion of said land as a result of the Licensee’s use, the Licensee shall promptly reimburse the Licensor for such tax, within ten (10) days after delivery of the tax bill to the Licensee.

9. Licensee hereby agrees to indemnify and hold harmless the Licensor, its agents, servants, officers, representatives and employees from and against any and all loss or injury (including death) to any person whatsoever, damage to any property of the Licensor, the Licensee or any other person whatsoever, claims or causes of action arising out of or in connection with, or alleged to have arisen out of or in connection with this License by the Licensee or by anyone claiming by, through or under it including but not limited to professional liability and medical malpractice insurance. Licensee further agrees the Licensor, its agents, servants, officers, representatives and employees exercise no supervision or control of the License Area when being used by Licensee.

10. Licensee shall, at Licensee’s expense and at no expense to Licensor, procure and maintain, in full force from the date upon which Licensee first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Licensee is in occupancy of any part of the Premises, (1) policies of comprehensive general liability insurance and casualty/property insurance (including broad form contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, with initial limits of $1,000,000 each occurrence and $2,000,000 in the aggregate (combined single limit) for property damage, bodily injury or death or such greater amounts as Licensor in its reasonable discretion shall from time to time request. Licensee shall deliver to the Licensor a Certificate or Certificates of Insurance evidencing insurance coverage, in amounts as required by the Licensor from time to time and naming the Licensor as additional named insured. During the term of this Agreement and thereafter, all property of every kind and nature brought upon the Premises by the Licensee is to be the sole risk and hazard of the Licensee and/or those acting for or under the Licensee.

11. In using the land, the Licensee will at all times observe and comply with all applicable federal, state and local laws, regulations and ordinances. In the event the intended use of this License is not in compliance with said laws, regulations and ordinances, this License shall terminate immediately.

WITNESS the execution hereof under seal, in duplicate, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2021.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Roman Catholic Archbishop**

**of Boston, a corporation sole**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(duly authorized)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_