



Tennessee Art League, 808 Broadway, Nashville, TN 37203
615.736.5000; ganderjack@bellsouth.net

TENNESSEE ART LEAGUE INCORPORATED SHORT TERM LICENSE AGREEMENT

The LICENSE AGREEMENT is made and entered into on the _____ day of _____, 20_____, between the Tennessee Art League Incorporated (Licensor) and the following (Licensee):

Name: _____

Address: _____

Phone: _____

Contact: _____

1. **SITE.** This License pertains to the common areas of Licensor's property located at 808 Broadway; Nashville, TN (Property).
2. **LICENSE.** Licensor hereby grants to Licensee, subject to the terms and conditions of this License the right to use the Property for the following purpose, and no other: _____ (Use). Licensees will use the Property exclusively for the Use. The Use shall be in a lawful and orderly manner, Licensee shall obtain all necessary approvals and permits for the Use. Licensee shall comply with all present and future laws, ordinances, requirements, rules and regulations of governmental authorities having jurisdiction pertaining to the operation and safety of the Use. No dangerous substances shall be located on the Property. Licensee shall neither conduct nor allow any activity or condition on the Property that is unlawful, that in Licensor's reasonable judgment, increases the risk of harm to any person or property beyond minimal risk normally associated with activities similar to the Use, that would create a nuisance or trespass, that would disturb or impair the use or operation of the Property, or that, in any manner, would vitiate the insurance or increase the rate of insurance on the Property or any part thereof.
3. **TERM.** The Term of this License shall begin at ___ a.m./p.m. on _____, 20_____, and shall end at _____ a.m./p.m. on _____, 20_____.
4. **CONSIDERATION.** This License is made for and in consideration of the sum of _____ and No/100 Dollars (\$_____) cash in hand to be paid to Licensor as follows: _____. This consideration is non-refundable.
5. **SECURITY DEPOSIT.** Licensee shall pay a security deposit in the amount of _____ and No/100 Dollars (\$_____) upon execution of this License. Upon the expiration of this License, and the return of the Property in the condition required hereby and provided the Licensee is not in default of any of its obligations hereunder, the Licensor shall refund the security deposit to the Licensee.

6. SURRENDER OF PREMISE. Licensee shall surrender the Property in the same condition as existed at the commencement of this License. Personal property remaining on the Property after the expiration of this License may be stored by Licensor, with all costs associated with such storage being borne by the Licensee, or, if ten (10) days' prior notice is sent to Licensee at the above address, Licensor may dispose of such property in such manner as it may elect, and shall not be accountable for any proceeds of such disposition.
7. INSURANCE. Licensee will keep in force at its expense during such time as Licensee occupies the Property or any part thereof commercial general public liability insurance, protecting and indemnifying Licensor and Licensee against any and all claims arising with respect to Licensee's occupancy of the Property to afford protection to the limit, per occurrence, of not less than Three Million Dollars (\$3,000,000) combined single limit for personal injury, death and property damage. If the Use includes the sale or service of alcoholic beverages, Licensee shall obtain liquor liability insurance with limits of not less than One Million Dollars (\$1,000,000) and shall obtain all required liquor licenses. All insurance to be obtained hereunder shall be with companies and in a form acceptable to Licensor and shall name Licensor and its designees as additional insureds. Prior to the commencement of the License, Licensee shall deposit certificates of insurance evidencing the coverage required hereunder with Licensor.
8. NO WASTER OF PREMISES. Licensee will not damage or commit waste of the Property. Licensee shall insure that trash does not accumulate on the Property and shall contract with a trash removal service to ensure that trash is removed promptly.
9. IMPROVEMENTS. Licensee shall not make any improvements, alterations, additions or attachments to the Property.
10. NON-TRANSFERABLE. This is non-transferable.
11. INDEMNITY; EXPENSES.
 - a. Expense Caused by Licensee. Licensee shall indemnify, defend and save Licensor harmless from all claims, actions, damages, liability and expenses (including reasonable attorneys' fees and court cost) resulting from the occupancy or use by Licensee of the Property occasioned wholly or in part by any act or omission of Licensee, its agents, servants, contractors, employees, licensees, invitees or guests.
 - b. At Own Risk. Licensee shall occupy the Property at its own risk, and unless due to gross negligence or willful misconduct of Licensor, its agents or employees, Licensor shall not be liable to Licensee or to those claiming by, through or under licensee for any damage to Licensee's property, or for any injury or damage to persons or property that results from any latent or apparent defect or change of conditions in the Property, crime, accident, natural disorder, water, or any other cause. Licensor shall have no obligation to provide security for any person or property located on the Property.
 - c. Litigation. If Licensor, without fault on its part, is made a party to or is required to testify in connection with any litigation or administrative proceeding commenced by, against or concerning Licensee, then Licensee shall protect and hold Licensor harmless therefor and shall pay all costs, expenses, and reasonable attorneys' fees incurred by Licensor in connection with such proceedings.
 - d. Costs of Enforcement. Licensee shall pay all costs, expenses, and reasonable attorneys' fees that may be incurred by Licensor in enforcing the terms of this License.

12. ADDITIONAL STIPULATIONS.

13. ENTIRE AGREEMENT. This License sets forth the entire agreement between the parties. Any prior or contemporaneous conversation or writings are merged herein. No provision hereof can be waived or amended except by a writing signed by the party against whom enforcement of such waiver or amendment is sought.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the date first written above.

LICENSOR: TENNESSEE ART LEAGUE
INCORPORATED

By: _____

Title: _____

LICENSEE:

By: _____

Title: _____