



PURPLE, ROCK, SCISSORS, LLC

# Facility License Agreement

This Facility License Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Purple, Rock, Scissors, LLC, a Florida limited liability company ("we," "us," or the "Licensor"), whose address is 189 South Orange Avenue, Suite 2020, Orlando, Florida 32801, and the following party, hereinafter referred to as "you" or the "Licensee":

Name: \_\_\_\_\_

Type: (circle one) Individual Organization If organization, state of incorporation: \_\_\_\_\_

Address: \_\_\_\_\_ Tel: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

1) **Premises.** We hereby grant you the use and occupancy of the property described as follows: 189 South Orange Avenue, Suite 2020, Orlando, Florida 32801 (the "Premises").

2) **Term.** The term during which we will allow you to use the Premises shall be the following period (the "Term"):

Begin: \_\_\_\_\_, 20\_\_\_\_ (Date)  
\_\_\_\_\_ AM/PM (Eastern Standard Time)

End: \_\_\_\_\_, 20\_\_\_\_ (Date)  
\_\_\_\_\_ AM/PM (Eastern Standard Time)

3) **Function.** The Premises shall be used and occupied for the following purpose (the "Function"):

\_\_\_\_\_

4) **Payment.** Upon execution of this Agreement, you must pay us the following sums, in addition to the applicable sales and use taxes:

One-Time Use Fee: \$ \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

5) **Use of Premises.** You hereby agree to comply and to cause your guests and invitees to comply with the following rules for use of the Premises: (a) Our production area is off limits; (b) All requests to turn on music on the PA system must be submitted to us, and we will provide such access at our discretion; (c) Please don't dip into our soda, keg, or snacks; (d) The balcony, main doors, and elevator lock after hours and cannot be accessed without a key card; (e) Be gentle with our toys and gadgets; (f) Turn off TVs, lights, etc. when finished; (g) Dispose of any excess trash; (h) No illegal activity; and (i) You may not place any signs on the exterior portion of the Premises without our prior written consent. All required licenses and permits shall be obtained at your expense. One of our staff members will be on the Premises during your Function to oversee and assist, if necessary.

- 6) **Video Recording.** We  may  may not video record the Function (the "Recording") and publish the Recording in whole or in part for marketing purposes. If the box "may" is checked above, you hereby grant us the unrestricted, worldwide, perpetual, royalty-free license, with the right to sublicense, to use the Recording, in whole or in part, for marketing purposes, including by publishing the Recording on our website.
  
- 7) **License Not A Lease.** This Agreement shall not be deemed to be a lease of the Premises but rather a license granted to you to use and occupy the Premises under the terms and conditions stated herein. No leasehold interest in the Premises is conferred upon you under the provisions hereof.

**In Witness Whereof**, the parties have executed the Agreement as of the day and year first above written. This Agreement is only effective when signed by all parties.

**Purple, Rock, Scissors**

x \_\_\_\_\_

(Signature)

x \_\_\_\_\_

(Print Name / Title)

x \_\_\_\_/\_\_\_\_/\_\_\_\_

(Date)



**Licensee**

x \_\_\_\_\_

(Signature)

x \_\_\_\_\_

(Print Name / Title)

x \_\_\_\_/\_\_\_\_/\_\_\_\_

(Date)

# Terms & Conditions

- 1) **Overtime Charge.** If Licensee remains on the Premises past the scheduled time, the Licensor reserves the right to (1) charge an overtime charge, or (2) terminate the Function.
- 2) **Security Deposit.** The Security Deposit shall be returned to Licensee, without interest, within thirty (30) days after Licensee has vacated the Premises and upon the full performance of the provisions of the License Agreement, less any deduction incurred by the Licensor to return the Premises to the same condition as at the beginning of the Term.
- 3) **Inability of Licensor to Perform.** In the event the Premises, or any part thereof, shall be destroyed or damaged by fire or weather or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by Licensor impossible, then and thereupon, this Agreement shall terminate. Licensee hereby waives any claims for damages or compensation should this Agreement be so terminated.
- 4) **Indemnification.** Licensee shall indemnify, defend and save and hold Licensor and its respective officers, agents and employees harmless from and against any and all liability or expenses, demands, claims, losses, causes of action, liens, judgments or damages of any kind or nature whatsoever including attorney's fees and costs, regardless of whether litigation has been filed, up to and including appellate proceedings, which Licensor may sustain arising from the use or occupation of the Premises by Licensee, or anyone on the Premises (including, without limitation, personal injury or death). Licensee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Licensor in enforcing the covenants and agreements in this Agreement. Licensee waives any claims against the Licensor for any damages sustained as a result of acts of God including, but not limited to, lightning, hail, rain, wind, fire, hurricanes and tornadoes and other natural disasters. The provisions of this paragraph shall survive the execution, delivery and performance of this Agreement.
- 5) **Release of Liability of Licensor.** Licensor assumes no responsibility whatsoever for any property placed on the Premises by Licensee, its agents, employees, representatives, independent contractors or invitees. Licensor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the Premises under this Agreement. Licensee assumes full responsibility and liability for all damages, losses and liabilities caused by patent defects or conditions on the Premises once it commences use and occupancy of the Premises. Licensor shall not be responsible for any damage or injury to, or the personal conduct, safety and welfare of Licensee's representatives, employees, exhibitors, independent contractors, workers, guests and invitees while on the Premises. Licensee expressly releases and agrees to indemnify (pursuant to paragraph 4 above) Licensor and its respective owners, officers, agents and employees from any and all claims, damage, losses or liability associated therewith.
- 6) **Video Cameras.** Licensee hereby acknowledges that video cameras will be in use throughout the Premises at all times and agrees to so notify all agents, employees, representatives, independent contractors and/or invitees.
- 7) **Jury Waiver.** LICENSOR AND LICENSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT OR LICENSEE'S USE AND OCCUPANCY OF THE PREMISES, OTHER THAN AN ACTION FOR PERSONAL INJURY.

Client Initials x \_\_\_\_\_

- 8) **No Waiver of Rental Terms.** The failure of Licensor or Licensee to take an action against the other for violation of any of the terms of the Agreement shall not prevent a subsequent act of a similar nature from being a violation of the Agreement. No act or agreement to accept surrender of the Premises from Licensee shall be valid unless in writing signed by Licensor.
- 9) **Assignment.** Neither Licensee nor Licensee's legal representatives or successors in interest by operation of law or otherwise, shall assign, transfer, subject, mortgage or otherwise subject this Agreement or its rights, title or interests, or permit all or part of the Premises to be used by others, without the prior written consent of Licensor in each instance.
- 10) **Governing Law; Venue.** This Agreement has been made under and shall be construed and interpreted under and in accordance with the laws of the State of Florida. Venue for all suits arising pursuant to this Agreement shall lie exclusively in the courts of Orange County, Florida. By execution and/or adoption of this Agreement, each party hereby submits to the in personam jurisdiction of all courts of Orange County, Florida.
- 11) **Miscellaneous.** This Agreement constitutes the entire Agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto. This Agreement may not be amended except with the written agreement of each of the parties hereto. Except for any amendment to the Agreement made pursuant to this Agreement, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of this Agreement. Should any portion of this Agreement be found to be invalid by a court of law, the invalidity of that portion of the Agreement shall not affect the validity of the remaining portion, which shall remain in full force and effect.

Client Initials x \_\_\_\_\_