

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

**LIMITED LICENSE
TO UTILIZE COUNTY PROPERTY**

The County of Newberry (County), a political subdivision of the State of South Carolina, hereby grants to the undersigned Licensee the right to utilize the following designated County-owned property for the limited uses and purposes set forth hereafter, and subject to all of the conditions set forth in this document. In consideration of the granting of such use, the Licensee agrees that the acceptance of this Limited License constitutes acceptance of all of the terms and conditions set forth herein by him and by any person claiming by or through him.

CONDITIONS OF USE

1. The County makes no warranty as to the condition of the property or of its suitability for the uses and purposes intended by the Licensee, and the Licensee accepts all responsibility for inspecting the property and determining if the condition of the property is suitable for the use intended by the Licensee. This Limited License is not a lease and does not establish a Landlord-Tenant relationship.
2. The Licensee and all persons who utilize the property at the request of, or at the invitation of, or with the permission of the Licensee are classified as licensees, since these persons confer no benefit on the County, or on any agency being provided space on subject property. The Licensee or persons utilizing said property at the request of, or invitation of, or with the permission of the Licensee will **never** be considered as invitees of either the Licensee or of the County.
3. The property is to be kept in good order and all applicable state and local laws shall be strictly observed during the period of this Limited License. At the end of the Limited License period, the premises shall be returned to the County in as good a condition as at the beginning of the Limited License period, with all trash picked up and removed from the premises.
4. The property that is subject to this Limited Permit is property that is not open to the public except for specified purposes and at certain specified times when the public business is being conducted. The use of this property by the Licensee is not in furtherance of the business of the County or of any agency which is being provided space in any building located on or near the subject property, and inures only to the benefit of the Licensee.
5. The Licensee may not advertise in any way that the event permitted by this Limited Permit is on property owned or controlled by the County, or which is occupied by any agency that is provided office and/or parking space by the County.
6. The Licensee agrees to indemnify the County, and to hold it harmless, for any and all claims asserted against the County by reason of, or in any way arising out of, the use of the premises pursuant to this Limited License, and such indemnification includes any attorneys fees or court costs incurred by the County in defending against any such claims. Any dispute arising out of this Limited License, or any claim arising out of the use of the property pursuant to this Limited License shall be litigated in a Court of competent jurisdiction in Newberry County, South Carolina, and any other venue is hereby waived and personal and subject matter jurisdiction in said courts of Newberry County is consented to.
7. During the term of this License Agreement, Licensee shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than One Million (\$1,000,000) dollars combined single limit, per occurrence. Such policy shall insure Licensee's performance of the indemnity provisions of this Agreement, but the amount of such insurance shall not limit Licensee's liability nor relieve Licensee of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" the County and such other individuals or entities as County may from time to time designate upon written notice to Licensee. Licensee shall provide evidence of all insurance required under this Agreement to the County prior to the commencement of this agreement.
8. Licensee shall have the use of the premises for the purposes stated herein. Licensee shall at its sole cost, comply with any and all laws, governmental regulations, and requirements pertaining to the use of the premises, and shall likewise be solely responsible, at its own cost, for any and all licenses and permits (which may include, but not be limited to, Business License, Noise Permit and/or Alcohol Permit from the City of Newberry) required for Licensee's proper use of the premises, from all governmental and/or regulatory entities. Licensee agrees to indemnify and hold harmless County from any and all claims, liabilities, damages, and judgments, plus all and expenses (including County's reasonable attorney's fees), suffered or incurred by County in connection with any action involving the premises related to compliance with the law. Licensee will make no other use of the premises without the prior written consent of County, and will not during the term of this agreement permit the same to be used for any illegal or immoral purposes,

businesses or occupations. Licensee shall not commit, or suffer to be committed, any waste upon the premises to be used or occupied, nor do or permit anything to be done on the premises that will constitute a public or private nuisance. Licensee must operate its business on the premises in a businesslike, first class manner. Licensee will not conduct its business in a manner that will cause discredit, harm or loss to any operations conducted by the County and its tenants, vendees or assigns.

- 9. Licensee shall have each participant expressly assume the risk and legal liability and waive and release any and all claims for injuries, damages or loss which the participant might sustain as a result of participating in any and all activities sponsored by Licensee. Each participant must execute a form provided by Licensee acknowledging that there are certain risks of physical injury to participants in Licensee's programs and voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that they may sustain as a result of participation. Each participant must further agree to waive and relinquish any and all claims they may have as a result of participating in Licensee's programs against the County, its officials, agents, volunteers, sponsors, and employees.
- 10. Licensee understands and further agrees that any proposed use of alcoholic beverages of any kind and/or amplified music shall be confined and limited to inside the building(s) as provided herein.
- 11. Licensee further agrees that local Law Enforcement (Newberry City Police or Newberry County Sheriff's Office) shall have the unilateral authority and right to revoke this Limited License if they deem such action appropriate based on their determination as a result of complaints or actual visits to the facility. If such revocation occurs Licensee shall forfeit all fees and deposits.

NAME OF LICENSEE: _____
 Address of Licensee: _____
 Purpose of Limited License: _____

Licensed to: _____ at the following rate and terms:
 fees for _____ in the amount of \$_____ per day/half day for a total charge of \$_____ .

CONDITIONS OF LICENSE: _____

COUNTY PROPERTY TO BE USED BY LICENSEE: _____

DATE AND TIME OF THE LICENSED USE:

I agree to the terms and conditions of the Limited License set forth above, and agree that the premises will be promptly vacated at the end of the Limited License period.

 Licensee Date

 Licensee Date

The foregoing Limited License is granted on the terms and conditions set forth above to the above-named Licensee on the date set forth below:

County of Newberry

By: _____
 Wayne Adams, County Administrator Date