**PARKING LICENSE AGREEMENT - ORGANIZATION**

This agreement made as of Click to enter a date

B E T W E E N:

The Incumbent and Churchwardens of

Name of Parish

(the “Licensor”)

OF THE FIRST PART

- and -

Name of Licensee

(the “Licensee”)

OF THE SECOND PART

WITNESSES that in consideration of the fees to be paid and the mutual covenants to be observed and performed by each of the parties, the parties agree as follows:

1. During the period of Pick a time-frame commencing on Enter a start date, and ending on Enter an end date, and for so long as the license fee referred to in section 2 and all other amounts payable hereunder by the Licensee are paid in a timely way and the Licensee complies with such reasonable rules as are established from time to time by the Licensor and otherwise subject to the terms hereof, the Licensor hereby permits the Licensee to use those parts of the Licensor’s lands municipally known as Parish Address (the “Lands”), as shown on the plan attached as Schedule “A” hereto (such parts of the Lands and all means of access thereto being hereinafter collectively referred to as the “Licensed Areas”), solely for the purpose of parking passenger automobiles; without limitation, the Licensed Areas shall not be used for parking commercial vehicles or trucks.

If the Licensee shall continue to use the Licensed Areas following the expiry of the term set out above, such use shall be on the same terms and conditions as are contained herein, provided that the Licensor shall have the right, upon 30 days notice to the Licensee, to terminate this agreement.

1. The Licensee shall pay to the Licensor a license fee for its use of the Licensed Areas in accordance with the provisions of Schedule “B” hereto.
2. The Licensed Areas shall be used by the Licensee only for the purpose set out in section 1, and for no other purpose whatsoever; without limiting the generality of the foregoing (a) the Licensee shall not engage in any unlawful activity on the Licensed Areas, (b) the Licensee shall not bring onto the Licensed Areas any property that causes a risk of danger to third parties, (c) the Licensee shall not use the Licensed Areas for any activity that causes a substantial risk of danger to third parties, and (d) the Licensee shall inform the Licensor of any adverse condition of the Licensed Areas which may give rise to damage or injury to third parties.
3. The Licensee shall pay directly to the appropriate authority, or to the Licensor if the Licensor shall so direct, all taxes, levies, charges, rates or assessments (including without limitation property taxes) levied or assessed against the Licensor or the Licensee or in respect of the Lands, in respect of or arising or resulting from the Licensee’s use and occupation of the Licensed Areas.
4. The Licensor shall not be liable for any loss or damage sustained by the Licensee resulting directly or indirectly from the use of the Licensed Areas or any part thereof or for any reason at any time whether during or after the term of this agreement, nor shall it be liable for any loss of or damage to the Licensed Areas however occasioned except if such loss or damage is caused by the negligence or wilful act of the Licensor or anyone for whom the Licensor is at law responsible. The Licensee shall be liable for all loss or damage caused to the Licensed Areas by the operations of the Licensee and by the negligence or wilful act of the Licensee or anyone for whom the Licensee is at law responsible. The Licensee shall not commit or permit any waste, injury or damage to the Licensed Areas, or anything which shall constitute a nuisance, during its use and occupation of the Licensed Areas.
   1. The Licensee shall indemnify and save the Licensor harmless from and against any and all costs, expenses, claims and demands arising from any default hereunder by the Licensee, and any and all claims by or on behalf of any person, firm or corporation arising from the operations of the Licensee in the Licensed Areas and from any act or negligence of the Licensee or any agent, contractor, servant, employee, customer or invitee of the Licensee or any other party for whom the Licensee is at law responsible, and from and against all costs, fees, expenses and liabilities arising from or incurred in respect of any such claim or any action or proceeding brought thereon.
5. The Licensee shall obtain and carry commercial general liability insurance against claims for personal injury, death or property damage arising out of all operations of the Licensee or any of its agents, employees, contractors or persons for whom the Licensee is at law responsible, in amounts as required by the Licensor but in no event less **than FIVE MILLION DOLLARS ($5,000,000)** per occurrence, and ***shall include each of the Licensor and The Incorporated Synod of the Diocese of Toronto as an additional insured.*** Such insurance shall be on such terms and with such insurers as are approved by the Licensor, acting reasonably, and shall include a clause requiring that at least 30 days notice be given to the Licensor of any cancellation or material change in coverage. The Licensee shall promptly deliver to the Licensor copies of all such insurance policies or certificates of insurance and renewal, evidencing such insurance coverage.
6. The Licensee agrees to give all reasonable assistance to the officers, employees or agents of the Licensor for repair, construction, renovation, alteration or maintenance at any time of the Licensed Areas.
7. The Licensed Areas, including all means of access thereto, will at all times be and remain subject to the exclusive control and authority of the Licensor, and the Licensor may establish such reasonable rules relating to the use of the Licensed Areas as it may from time to time see fit.
8. The Licensee shall not be entitled to make any alterations, changes, additions, deletions, improvements or any other work in or to the Licensed Areas without the consent of the Licensor, which consent may be unreasonably withheld.
   1. From time to time, the Licensor may make alterations, changes, additions, deletions, improvements or any other work in and to the Licensed Areas or any part thereof.
   2. If the Licensed Areas or any part or parts thereof become damaged or destroyed, the Licensor shall have the right to terminate this agreement upon written notice to the Licensee.
9. The parties agree to use their best efforts to resolve any disputes which may arise in respect of the Licensee’s use and occupation of the Licensed Areas and all other matters arising from this agreement. Each party shall appoint representatives for the purpose of ensuring that effective communication is established and the parties agree that their respective representatives as of the date hereof are as set out in Schedule “C” hereto. The representatives of the parties shall meet from time to time to consider and discuss any matters pertaining to this agreement.
10. The Licensee shall, at the Licensee’s sole expense, comply with all laws, orders, ordinances and regulations of federal, provincial or municipal authorities and with any direction made pursuant to law or by any public officer or officers, which relate to the Licensee’s use and occupation of the Licensed Areas (collectively, the “Laws”).
    1. If at any time during the term of this agreement, either party receives notice that the Licensed Areas fail to comply with any Laws, the Licensee will immediately take steps to correct any deficiencies, at the Licensee’s sole expense, provided the Licensor shall first have approved such steps, acting reasonably.
11. The Licensee agrees:
    1. to pay the license fee and all other moneys in accordance with the terms of this agreement;
    2. to comply with the terms and conditions of this agreement;
    3. to observe the rules and regulations of the Licensor in respect of the Licensed Areas;
    4. to obtain, at its expense, all licenses and permits which may be required for the operations of the Licensee; and
    5. to keep the Licensed Area in good condition and repair, free from any condition that might cause damage or injury to third parties, and shall forthwith make all repairs and/or replacements to the Licensed Areas which may arise from or be caused by the operations of the Licensee or those for whom it is at law responsible.
12. The Licensee shall have the right, at any time, upon Pick days notice to the Licensor, to terminate this agreement without any further obligation to pay the license fee pursuant to section 2 hereof.

The Licensor shall have the right, at any time, upon Pick days notice to the Licensee, to terminate this agreement.

The Licensor shall have the right to terminate this agreement if:

* 1. the Licensee shall be in default in the payment of the license fee hereunder and such default continues for a period of five (5) days after written notice by the Licensor to the Licensee specifying such default; or
  2. the Licensee shall be in default in the observance or performance of any provision hereof and such default has not been remedied or continuous diligent efforts to remedy same have not been taken within fifteen (15) days after written notice by the Licensor to the Licensee specifying such default; or
  3. the Licensee defaults in the performance of any of its other obligations hereunder and such default cannot be remedied by the Licensee; or
  4. the Licensee becomes insolvent or makes an assignment for the benefit of creditors or in bankruptcy, or proceedings are commenced against the Licensee pursuant to the *Bankruptcy and Insolvency Act* (Canada), or if the Licensee is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or if any other proceedings are taken by or against the Licensee under any winding-up legislation, or if the Licensee makes any sale of its assets under the *Bulk Sales Act* (Ontario).

In addition to such right of termination, the Licensor shall also be entitled to pursue all other remedies available to it, whether hereunder or at law, arising as a result of the occurrence of any of the foregoing events.

1. Any notice, request or demand required, permitted or desired to be given hereunder shall be sufficiently given if delivered as follows:

if to the Licensor, at: Name & Address of Parish

Attention: Parish Contact Name

if to the Licensee, at: Name & Address of Licensee Organization

Attention: Name of Licensee Contact

1. The parties each agree to execute such further assurances and do such other acts, each at their own expense, as may reasonably be required to carry out the proper intent of this agreement.
2. This license constitutes a personal agreement between the parties and no right hereunder is capable of assignment or transfer by the Licensee (provided that the Licensor acknowledges that the Licensee shall have the right to grant the use of parking spaces in the Licensed Areas to individual users, subject however to the terms hereof),and nothing herein shall be construed as creating an interest in land or any greater right than a license personal between the parties.
3. The Licensee acknowledges that there are no representations, warranties, agreements or conditions forming part of or relating to this agreement, save as expressly set out in this agreement, and this agreement (including the schedules attached) constitutes the entire agreement between the parties relating to the subject matter of this agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement.

**[LICENSOR]**

By:

Name: Name of Incumbent/PIC

Title: Incumbent/PIC

By:

Name: Name of Churchwarden 1

Title: Churchwarden

By:

Name: Name of Churchwarden 2

Title: Churchwarden

**[LICENSEE]**

By:

Name: Name of Licensee 1

Title: Enter title

By:

Name: Name of Licensee 2 *(if applicable)*

Title: Enter title

**SCHEDULE “A”**

**Licensed Areas**

Describe location and attach plan showing parking area.

**SCHEDULE “B”**

**License Fee**

Set out all amounts to be paid by the Licensee, when and how often they are to be paid, where they are to be paid.

**SCHEDULE “C”**

**Representatives**

**Licensor Contacts**

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| --- | --- | --- | --- | --- |
| Parish Main Contact | **Phone:** |  | **Ext:** |  |
|  | **Email:** | Enter text. | | |
|  |  |  |  |  |
| Parish Secondary Contact | **Phone:** |  | **Ext:** |  |
|  | **Email:** | Enter text. | | |

**Licensee Contacts**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Licensee Main Contact | **Phone:** |  | **Ext:** |  |
|  | **Email:** | Enter text. | | |
|  |  |  |  |  |
| Licensee Secondary Contact *(if applicable)* | **Phone:** |  | **Ext:** |  |
|  | **Email:** | Enter text. | | |