

## LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Better Business Bureau, Inc., an Arizona non-profit corporation ("BBB/Licensor"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Business/Licensee"), with reference to the following facts:

### RECITALS

- A. Licensor owns and operates a commercial development located at 1010 E. Missouri Ave., Phoenix, Arizona 85014 (the "Property").
- B. Licensee has requested permission to utilize a portion of the Property, said portion generally depicted and described on Exhibit "A" attached hereto and made a part hereof (the "Facility") for the sole purpose of \_\_\_\_\_ and for no other purpose (the "Permitted Use").
- C. Licensor is willing to permit Licensee to utilize the Facility for the Permitted Use pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Licensee (and Licensee's agents, representatives, employees, invitees, licensees, contractors and subcontractors) shall have the right and license to utilize the Facility for the sole purpose of conducting the Permitted Use. In conducting all such activities, Licensee shall comply with all applicable laws, rules, regulations, and policies (including Licensor's policies regarding Facilities Use attached hereto as Exhibit "B"), and obtain and maintain the insurance described in Section 3 below. All costs of Licensee's use of the Facility shall be borne solely by Licensee. Licensee hereby further acknowledges that it is familiar with the Facility and surrounding premises and accepts the Facility in its current "as-is" condition.
2. Termination of License. This Agreement shall terminate at \_\_:00 a.m./p.m. Arizona time on \_\_\_\_\_, \_\_\_\_\_. Prior to termination of this Agreement, Licensee shall remove all of its possessions and personal property, and return the Facility in a clean condition, and in the same condition as of the commencement of this License term. Any possessions of Licensee remaining in the Facility following the termination of this Agreement shall be held for a period of three days, after which time, Licensor may use, store, retain sell or otherwise dispose of such abandoned possessions in such manner, and upon such terms as Licensor shall elect in its sole discretion without liability of any kind whatsoever to Licensee and any proceeds derived therefrom shall be the sole property of Licensor.
3. Insurance. During the term of this Agreement and at any time while Licensee is performing on or occupying the Facility, Licensee shall obtain and maintain in full force and effect, at its own expense: (i) a policy of insurance written by one or more responsible insurance

carrier(s) which will include Licensor as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Facility arising from Licensee's conduct, the liability limit under such insurance shall not be less than \$1,000,000 for the death or injury of any one person and not less than \$1,000,000 for any one accident and property damage; and (ii) all insurance required under applicable Worker's Compensation Acts. Before commencing any work or activity related to the Permitted Use, Licensee shall furnish Licensor with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this paragraph and providing that such insurance shall be in effect (and not canceled) for the duration of Licensee's use of the Facility.

4. Assumption of Risk and Damage. Licensee assumes all risk of loss and damage arising from its use and occupancy of the Facility and the areas adjacent thereto.

5. Indemnity Regarding Licensee's Activities. Licensee shall indemnify and hold harmless Licensor from and against all claims, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and costs), arising from Licensee's use of the Facility or conduct engaged in by Licensee and Licensee's agents, employees, contractors, and licensees and invitees, or related to the commission or omission of any act in connection with such conduct. The obligations of this paragraph shall survive termination of this Agreement.

6. Entire Agreement. All exhibits referred to herein are attached hereto and incorporated herein by this reference. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

**LICENSOR:**

THE BETTER BUSINESS BUREAU, INC.,  
an Arizona non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

Description of Facility

## Exhibit “B”

### **BBB’s Policies Regarding Facilities Use**

#### **Pricing Policy**

Room rates apply to general public use and a credit card is required to confirm a reservation.

Cancellations received less than one (1) week prior to event date pay a cancellation fee equal to 50 percent of the room rental, if applicable. Cancellations received within 48 hours of the event start time pay a cancellation fee equal to 100 percent of the room rental, if applicable. All conference room reservation “no shows” are treated as cancellations less than 48 hours before the event.

Payment may be made by cash, check, money order or credit card (Visa, MasterCard, American Express, or Discover). Purchase orders are not accepted. Payment may be made by calling 602-212-2201 or in person at the concierge desk.

#### **Catering Policy**

Any caterer may be contracted to provide menu options for meetings and events. Upon request, the Events Team can provide a list of caterers who have frequently catered at BBB.

Once a caterer is selected, the client agrees to inform BBB of the name and contact information for the caterer. Business must be on site to accept catering delivery. Arrangements should be made for caterers to pick up any equipment or extra food upon completion of the scheduled event. If needed, please schedule extra time prior to your meeting for catering delivery/setup and after your meeting for cleanup. Any caterer needs beyond drop-off/pick-up must be arranged with the Events Team at least two weeks prior to the event, including: prep area, cooking on-site, and parking of vehicle.

Alcohol may be served at BBB under special conditions, only with prior approval from the Events Team, and must be served by a licensed bartender. A copy of the bartender's license is also required.

#### **Meeting Room Policy**

The Business is responsible for ensuring that its use of the Facility is conducted in a courteous and non-disruptive manner, and for monitoring the time of the meeting and ensuring the event finishes at the scheduled time. Groups that are disruptive or exceed the scheduled time may be asked to conclude their meeting and may be assessed additional room charges for exceeding the allotted time.

Businesses holding large events or events that require detailed or unusual set ups will be required to attend a pre-event meeting with the Events Team a minimum of two weeks prior to the event to ensure they are aware of all policies. At least one person responsible for and who will be attending the event will need to be present at the pre-event meeting.

Signs may only be placed in areas pre-approved by BBB.

The use of glitter and confetti is prohibited. Lit candles and incense are not permitted. Decorations may be placed on sign holders or tables. Taping decorations to walls is prohibited.

If damage occurs in a room and/or there is a loss of equipment, the responsible group/party will be assessed a fee reflective of the cost for replacement/repair.

BBB may charge a setup fee when the needs for any space exceed a standard set or include unusual demands.

All room configuration changes must be received via email at [reservations@arizonabbb.org](mailto:reservations@arizonabbb.org) at least 24 hours prior to the start of the event. Room configuration changes made within 24 hours of the event start time may result in a \$50 reset fee.

The use of space outside of the conference rooms, including lobbies and hallways, must be approved in advance. This includes the use of space for registration, signage, and catering needs.

All cancellations must be received via email at [reservations@arizonabbb.org](mailto:reservations@arizonabbb.org).

BBB reserves the right to refuse reservations at its sole discretion and for any reason.