

ACCESS AND INSURANCE AGREEMENT

THIS ACCESS AND INSURANCE AGREEMENT (this "Agreement") is made as of [date], by and between _____ ("Licensor"), and Richlawn, LLC, a Kentucky limited liability company, owned by Willard, Grant & Willard, Lacey ("Licensee").

RECITALS:

- A. Licensor owns Cartmell Elementary School located at 1708 Highland Avenue, Carrollton, KY 41008, located in Carroll County (the "Property").
- B. Licensee desires to allow and Licensee seeks to access specific portions of the Property for purposes of parking for occasions permitted by the Licensee's home occupation or similar City permitting documentation such as events occurring at 1705 Highland Avenue, Carrollton, KY 41008 (herein "Access").
- C. Licensor desires to grant Licensee limited access to the outdoor parking at the Property to conduct Access, provided Licensee holds insurance to cover Licensor as an additional insured.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **ACCESS.** Licensee and Licensee's employees, assigns, agents, contractors, sub-contractors, visitors, and event attendees (hereinafter, collectively, "Licensee") shall be afforded the opportunity to conduct Access of the Property at Licensee's sole cost and expense.
- 2. **INSURANCE.** Licensor may require the Licensee to furnish Licensor, at Licensee's sole cost, evidence of adequate insurance insuring Licensor as an additional insured in order to insure against any damage to the Property or any persons on the Property that might arise out of Licensee's Access.
- 3. **NOTICE.** Licensee shall deliver to Licensor written notice of its intention to Access the Property (an "Access Notice") at least thirty (30) days prior to such Access if the Access is expected to be in excess of twenty-five (25) vehicles in any given 24-hour period. Notices to Licensor and to Licensee shall be deemed properly served if delivered in person or via phone, via electronic means such as email or text, via overnight commercial courier service to the party to whom it is addressed, or on the third day after deposit in the United States mail as registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Licensor:

_____ [address]
_____ [phone]
_____ [email]

If to Licensee:

Willard, Grant & Willard, Lacey
1705 Highland Avenue, Carrollton, KY 41008
Lacey.willard@cbre.com
727.204.0504

4. **BREACH.** If Licensee or Licensor breaches any provision in this Agreement, a cure period of thirty (30) days shall be afforded after written notice thereof to the other party, in addition to any other right or remedy available at law or in equity.

5. **COUNTERPARTS AND FACSIMILES.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. For purposes of completing execution of this Agreement, any signed copy of this Agreement transmitted by facsimile machine shall be in all respects considered an original document and the signature of any party thereon shall be in all respects considered an original signature. Any facsimile copy of this Agreement shall be considered to have the same legal and binding effect as an original executed document. Upon the request of either party hereto, any facsimile copy of this Agreement shall be re-executed by both parties in an original form. The parties hereto agree that neither of them shall raise the use of a facsimile machine as a defense to this Agreement and forever waive any such defense.

6. **SEVERABILITY.** Any provision of this Agreement which is unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Agreement, shall be of no effect, and in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the terms of this Agreement the same as though any such unenforceable, invalid or contrary provision had never been included herein.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the state where the Property is located. For the purpose solely of litigating any dispute under this Agreement, the parties submit to the jurisdiction of the courts of said state.

8. **AUTHORITY.** Each signatory of this Agreement represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR:

(Print)_____

(Print)_____

LICENSEE:

(Print)_____

(Print)_____