

# PROPERTY ACCESS LICENSE

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Property Access License (this "**License**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LICENSOR LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]], whose address is [LICENSOR ADDRESS], as owner or authorized controller of the Property described below ("**Licensor**"); and

[LICENSEE LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]], whose address is [LICENSEE ADDRESS], the party granted access below ("**Licensee**").

Licensor and Licensee are each a "**Party**" and together the "**Parties**."

**Recitals.** Licensor owns or controls the real property located at [PROPERTY ADDRESS] in [COUNTY, STATE] (the "**Property**"). Licensee wishes to access and use a portion of the Property for a defined purpose, and Licensor is willing to grant a personal, revocable license to do so on the terms of this License. This License grants only a personal privilege to enter and use the Property; it conveys no estate, easement, leasehold, or other interest in land. In consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

## 1. Grant of License

**1.1 Grant.** Licensor grants to Licensee a personal, non-exclusive, revocable license to enter and use the Licensed Area (defined below) solely for the Permitted Use and only during the Term, subject to this License.

**1.2 License only.** This License is a contractual permission to use the Property and does not create any easement, lease, tenancy, possessory interest, or other interest in real property. Licensor retains exclusive ownership, possession, and control of the Property.

**1.3 Personal to Licensee.** This License is personal to Licensee, is not appurtenant to any land, and does not run with any land. It confers no rights on any third party except as expressly stated.

**1.4 Consideration / License fee.** In consideration for this License, Licensee will pay Licensor [a license fee of [AMOUNT] payable [SCHEDULE] / no fee, the consideration being the mutual covenants in this License].

## 2. Licensed Area and Permitted Use

**2.1 Licensed Area.** The license covers the following portion of the Property: [DESCRIBE — e.g. the rooftop; the courtyard; Suite [NUMBER]; the gravel lot at the north end] (the "**Licensed Area**"). Licensee will not access other portions of the Property without Licensor's prior consent.

**2.2 Permitted Use.** Licensee may use the Licensed Area only for the following purpose: [DESCRIBE — e.g. photography and filming; placing and operating [EQUIPMENT]; hosting the event described in Exhibit A; temporary parking; storage] (the "**Permitted Use**").

**2.3 Compliance.** Licensee will comply with all applicable laws, ordinances, permits, and Licensor's reasonable rules and instructions provided in advance, and will obtain at its own cost any permit or approval required for the Permitted Use.

**2.4 Conduct.** Licensee will not (a) cause a nuisance, hazard, or unreasonable disturbance; (b) make any alteration to the Property without Licensor's prior written consent; or (c) use the Licensed Area in any manner that voids or impairs Licensor's insurance.

### 3. Term, Schedule, and Access

**3.1 Term.** This License is effective from **[START DATE]** through **[END DATE]**, unless extended in writing or terminated earlier under this License (the "Term").

**3.2 Access times.** Licensee may access the Licensed Area **[during the following hours / on the following dates: [SPECIFY]]**. Licensee will give Licensor at least **[NUMBER]** hours' advance notice of each access unless a recurring schedule is agreed.

**3.3 Keys and security.** If Licensor provides keys, access codes, or credentials, Licensee will safeguard them, use them only for the Permitted Use, and return or disable them at the end of the Term. Licensee will not duplicate any access credential.

### 4. Condition, Care, and Restoration

**4.1 As-is.** Licensee accepts the Licensed Area in its as-is condition and is responsible for satisfying itself that it is suitable for the Permitted Use.

**4.2 Care.** Licensee will use reasonable care, keep the Licensed Area clean and orderly, and not damage the Property. Licensee is responsible for any damage caused by Licensee or its guests, agents, or contractors.

**4.3 Restoration.** At the end of the Term, Licensee will remove its property, equipment, and materials and return the Licensed Area, as nearly as reasonably practicable, to its condition at the start of the Term, ordinary wear excepted.

**4.4 Liens.** Licensee will keep the Property free of liens arising from Licensee's activities and will promptly discharge or bond over any such lien.

### 5. Liability, Indemnity, and Insurance

**5.1 Assumption of risk.** Licensee uses the Licensed Area at its own risk, except to the extent caused by Licensor's negligence or willful misconduct.

**5.2 Indemnification.** Licensee will indemnify, defend, and hold harmless Licensor and its agents from third-party claims for bodily injury, death, or property damage to the extent arising from Licensee's use of the Licensed Area, except to the extent caused by Licensor's negligence or willful misconduct.

**5.3 Insurance.** Where the Permitted Use warrants it, Licensee will maintain commercial general liability insurance with limits of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence, name Licensor as an additional insured, and provide a certificate before first access.

**5.4 Limitation of liability.** Except for the indemnity and insurance obligations and a Party's gross negligence or willful misconduct, neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages.

### 6. Revocation and Termination

**6.1 Revocable license.** Because this is a license and not an interest in land, Licensors may revoke it on [NUMBER] days' written notice for convenience, and immediately on written notice if Licensee breaches this License or creates a safety hazard.

**6.2 Termination by Licensee.** Licensee may terminate this License on [NUMBER] days' written notice.

**6.3 Effect.** On revocation, termination, or expiration, Licensee's right to enter ends, and Licensee will promptly vacate, remove its property, and complete its restoration obligations. Any prepaid, unused license fee will be [refunded on a pro-rata basis / non-refundable].

**6.4 Survival.** Sections 4, 5, and 7 survive termination.

## 7. General Provisions

**7.1 Governing law.** This License is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

**7.2 No assignment.** Licensee may not assign, sublicense, or transfer this License without Licensors' prior written consent. Any attempted transfer without consent is void.

**7.3 Notices.** Notices must be in writing and delivered to the addresses above (or as updated in writing) and are effective on receipt.

**7.4 Entire agreement; amendment.** This License, with any Exhibit, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**7.5 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**7.6 Relationship.** The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship.

**7.7 Counterparts and electronic signature.** This License may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this License as of the Effective Date.

### LICENSOR

### LICENSEE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE OR N/A]

Title: [TITLE OR N/A]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*