

**LICENSE AGREEMENT****Business Development Common Area Location**

Prepared: 5/21/2019 4:37:54 PM  
 CBL Agent: Kara Moore  
 Project #: 100-0106  
 Deal Type: Business Development  
 Lease Type: License Agreement

5/21/2019

THIS LICENSE AGREEMENT (the "License"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the parties listed below and referenced herein as **Licensor** and **Licensee**.

This License grants the **Licensee** permission to engage in certain acts upon the **Licensor's** premises. In consideration of the agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

1. **Reference Provisions and Terms:**

A. **Parties and Contact Information:**

<b>Licensor</b>	<b>Licensee</b>
Legal Entity COOLSPRINGS MALL, LLC, a Tennessee limited liability company by CBL & Associates Management, Inc., its managing agent	Legal Entity: City of Franklin
Mall Name: CoolSprings Galleria	Client/Licensee: Franklin Fire Department
Contact: Kara Moore	Contact: Jamie Melton
Address: 1800 Galleria Blvd. Suite #2075	Address: 109 Third Ave. S.
Address: Franklin TN 37067	Address: Franklin TN 37064
Phone: (615) 771-2050	Phone: (615) 791-3270
Email: Kara.Moore@cblproperties.com	Email: jamie.meton@franklintn.gov

<b>Fee Remittance Address:</b>	CBL-T-C LLC - CoolSprings Mall, LLC P.O. Box 745006 Atlanta GA 30353-5006
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B. **License Area and Duration:**

<b>Unit</b>	<b>Square Footage</b>	<b>Start Date</b>	<b>End Date</b>
CAS-20	23.00	6/3/2019	6/3/2019

C. **Fees:**

<b>One Time Fee(s):</b>						
<b>Description</b>	<b>Unit</b>	<b>Start Date</b>	<b>End Date</b>	<b>Fee</b>	<b>Total Fee</b>	<b>Due Date</b>

<b>Recurring Fee(s):</b>						
<b>Description</b>	<b>Unit</b>	<b>Start Date</b>	<b>End Date</b>	<b>Fee</b>	<b>Total Fee</b>	
Brand Dev-Activations and Events	CAS-20	06/03/2019	06/03/2019	\$0.00	\$0.00	

D. **Security Deposit:** \$0.00 **Status:** NA

E. **Use:** The License Area shall be occupied and used by the **Licensee** solely for the purpose of:

the display and promotion of fire prevention week display with "hands only CPR training and "Stop the Bleed" techniques and for no other purpose whatsoever.

**Licensee** is responsible for obtaining any licenses, authorizations, or permits required for the type of activity to be carried on at or for the use of the License Area. No unlawful activities shall be permitted in the use of the License Area. The consumption or sale of alcoholic beverages on or from the License Area shall not be permitted. **Licensee** shall be solely responsible for any and all taxes, fees and assessments on the assets, business or capital of **Licensee**, and any taxes, fees for use, copyright or license fees associated with the use of any music, design or other artistic medium used in connection with the activities thereof. **Licensee's** work, signage and visual displays must comply with **Licensor's** design criteria and requirements. **Licensee** understands and agrees to implement visual merchandising recommendations of **Licensor** and change visual merchandising presentation as requested by **Licensor**.

2. **License Area:** **Licensee's** rights under this License shall be limited to the units described in Section 1(B) and as shown on **Exhibit A**, attached hereto and made a part hereof ("License Area") located at CoolSprings Galleria (the "Shopping Center") situated at 1800 Galleria Blvd, Suite #2075, Franklin, TN 37067. **Licensee** has inspected each License Area identified in Section 1(B), and accepts each "as is" with no representation or warranty by **Licensor** regarding the condition of the License Area or its suitability for **Licensee's** use or occupation thereof. To the maximum extent permitted by law, **Licensee** agrees to use and occupy the License Area, and to use such other portions of the Shopping Center as **Licensee** is herein given the right to use, at **Licensee's** own risk.

Notwithstanding the foregoing, the location of the License Area within the Shopping Center will be at the discretion of **Licensor** and **Licensor** reserves the right to move, relocate, adjust, or substitute the License Area in **Licensor's** sole discretion. If reasonably practical **Licensor** will provide advance notice of any change in location of the License Area.

3. **Duration:** The Term shall commence on the Start Date listed in Section 1(B) (the "Start Date"), and shall end on the End Date listed in Section 1(B) (the "End Date"), unless the License referenced in this License is revoked earlier by **Licensor** as permitted herein.
4. **Fees and Late Fee:** **Licensee** will pay all Fees listed in Section 1(C), without notice, demand, deduction or setoff, at the remittance address in Section 1(A), by certified check or money order on or before the **Start Date and on the first day of the month thereafter**. There is a late charge of **Seventy-five Dollars (\$75.00)** for **Licensee's** failure to pay when due any installment of Fees or any other sum payable to **Licensor** under the terms of this License.
5. **Security Deposit:** Upon execution of this License, **Licensee** shall deposit the Security Deposit listed in Section 1(D) as a surety for the performance by **Licensee** of the terms of this License or for any sum which **Licensor** may expend by reason of **Licensee's** default under this License. Provided **Licensee** complies with all the terms of this License Agreement, such security will be returned to **Licensee**, within thirty (30) days after the expiration or earlier termination of the term of this License there shall be an accounting with payment to **Licensor** or reimbursement to **Licensee**, as the case may be, of the Security Deposit. At **Licensor's** option, **Licensor** may return the security (or requirement of any required additional funds) by electronic money transfer, ACH or similar method, in which case **Licensee** will reasonably cooperate with **Licensor** to effectuate such transfer. As used in this paragraph, the term "expiration" shall be the later of **Licensee's** vacating the License Area or latest End Date listed in Section 1(B). **Licensor** and **Licensee** acknowledge that if **Licensee** enters into other License Agreements or leases for multiple locations in the Shopping Center, or for locations for multiple Shopping Centers, **Licensor** may allocate and apply any portion of the Security Deposit for this License to agreements for other locations in the Shopping Center or locations in other Shopping Centers as **Licensor** deems appropriate in its sole discretion. Additionally, with respect to the Security Deposit and other locations in the Shopping Center or locations in other Shopping Centers, **Licensor** may exercise any one or more of its rights or remedies and/or take appropriate action, simultaneously or successively, as set forth in this License Agreement.
6. **Revocation:** The License granted by virtue of this License may be revoked by **Licensor** in its entirety or at **Licensor's** option, with respect to any License Area, at any time in **Licensor's** sole and absolute discretion for any reason or no reason upon not less than 24 hours' written notice to **Licensee**. **Licensee** shall not be entitled to reimbursement or compensation for any purported claim, cost, fee, charges, damages or losses sustained as the result of any revocation by **Licensor**. Upon service of the notice of revocation from **Licensor**, **Licensee** shall: (i) remove all of **Licensee's** property in accordance with Section 8 of this License and within the time period set forth in the notice (if no time

period is set forth in the notice then the time periods specified in Section 6 of this License shall apply); and (ii) pay all charges due under this License through the revocation date.

7. **Event of Default:** Licensee shall be in default if: (a) Licensee fails to perform any of the terms, conditions, or covenants of this Agreement; or (b) in the event there shall be filed by, or against, Licensee in any court pursuant to any statute, either of the United States or any State, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) reorganization, (iv) appointment of a receiver, (v) any arrangement of the bankruptcy acts, or a similar type of proceeding; or (c) Licensee fails to pay, when due, any payment required hereunder; or (d) Licensee abandons or vacates a License Area; or (e) in the event of any other default by Licensee under this Agreement or any other agreement between Licensee (or any affiliate of Licensee) and Licensor (or any affiliate of Licensor) (each an "Event of Default"). If, after 24 hours' notice to Licensee to cure or commence to cure any Event(s) of Default, Licensee shall fail to cure or commence to cure such Event of Default, then in any such event Licensee's rights hereunder shall cease and, Licensor may at its option (1) immediately revoke and terminate this Agreement with respect to any or all License Areas identified in the Terms Chart; (2) make demand for immediate payment of all current and future fees and any other monetary obligations due hereunder within the time period set forth by Licensor; and/or (3) re-enter the License Area and remove all persons and/or any property therefrom, by any suitable action or proceeding at law. In addition, Licensee will reimburse Licensor for all reasonable attorneys' fees and court costs incurred as the result of Licensor enforcing its rights under this agreement.

(b) All rights and remedies of Licensor in this License or at law and in equity are cumulative. With respect to any litigation arising out of this License, Licensee hereby expressly waives the right to a trial by jury and the right to file noncompulsory countersuit or crossclaim against Licensor.

8. **Obligations upon Expiration:** For each License Area identified in Section 1(B), upon the End Date or earlier revocation of this License, Licensee shall immediately remove all of Licensee's property, repair any damage caused by such removal and peaceably yield up the License Area clean and in good order, repair and condition. If Licensee fails to do so, Licensee's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Licensor, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this License applicable thereto, except that Licensor shall be entitled to additional fees equal to 125% of the highest Minimum Fee specified herein. Licensee shall also reimburse Licensor for any court costs and reasonable attorney fees incurred as the result of Licensee's failure to vacate the License Area upon the End Date. Personal property of Licensee not removed within two (2) days of such End Date or earlier revocation shall become the property of Licensor, at Licensor's option without liability to Licensee therefore.

9. **Insurance and Indemnification:**

- (a) Licensee shall defend, indemnify and hold harmless Licensor, its managers, parents, subsidiaries, employees and affiliates from and against any and all liabilities, claims, actions, liens, demands, expenses, fees, fines penalties, suits, proceedings, actions, causes of action, judgments, loss, or injury to property or persons of any and every kind resulting or occurring by reason of (i) the construction, use, or occupancy of the License Area by Licensee; or (ii) arising directly or indirectly, from any violation of law (including, but not limited to, any hazardous substance law and the ADA); or (iii) act or omission of Licensee its licensees, servants, agents, employees, or contractors; including all costs, expenses, and reasonable attorney fees. The provisions of this section shall survive this License.

- (b) Licensee shall obtain and provide, on or before the earlier of the commencement of the Term or Licensee's entering the License Area for any purpose, and keep in force at all times thereafter, the following insurance coverages with respect to the License Area:

(i) Commercial General Liability Insurance, with contractual liability endorsement, relating to the License Area and its appurtenances on an occurrence basis with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, death and property damage. In addition, should Licensee have any excess or umbrella general liability policies, the benefit of those policies shall be applicable, in total, to the terms of this License.

(ii) All Risk (except for those items specifically excluded) Coverage, including earthquake named storm wind and Flood (if required by Licensor, any mortgagee or governmental authority) Insurance and such other coverages as Licensor may reasonably elect to require in an amount adequate to cover the replacement cost of all personal property, decorations, trade fixtures, furnishings, equipment, and all contents therein.

(iii) As required by the law of the State where the License Area are located, Workers' Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by Licensee or any repair or alteration authorized by this License or consented to by Licensor, and all employees and agents of Licensee with respect to whom death or bodily injury claims could be asserted against Licensor or Licensee with Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident or disease. Licensee's Workers' Compensation Insurance shall include a waiver of subrogation rights as to all claims against Licensor and the parties designated by Licensor as Additional Insureds.

- (c) All of the insurance shall be in form satisfactory to Licensor with Licensor (and any designee of Licensor) named as an Additional Insured (except that Licensee is not required to name Licensor as an Additional Insured for the Worker's Compensation coverage). All insurance required in this Section 7 may be carried under a blanket policy covering each License Area and any other of Licensee's stores or units. Licensee shall be solely responsible for payment of premiums. In the event of payment of any loss covered by such policy, Licensor (or its designees) shall be paid first. The minimum limits of the commercial general liability policy of insurance shall not limit or diminish Licensee's liability. On or before the earlier of the commencement of the Term or Licensee's entering the License Area for any purpose Licensee shall deliver to Licensor a certificate of insurance on all policies procured by Licensee, together with evidence satisfactory to Licensor of the payment of the premiums. If Licensee fails to obtain and provide any or all insurance required in this Section 7, then Licensor may purchase such insurance on behalf of Licensee and add the cost of such insurance as additional fee payable with the next installment of Fee(s).
- (d) Licensee agrees, at its own cost and expense, to comply with all laws, ordinances, regulations and orders, including but not limited to, building codes, fire codes and zoning ordinances of any government authority or agency having jurisdiction over the License Area. If Licensee installs any electrical equipment that overloads the lines in the License Area or the building in which the License Area are located, Licensee shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Licensor and any governmental authority or agency having jurisdiction thereof.
- (e) Neither party shall be liable for any damage by fire or other peril includable in the coverage afforded by an All Risk (except for those items specifically excluded) Insurance policy, (whether or not such coverage is in effect), no matter how caused, it being understood that each party will look solely to its insurer for reimbursement.
10. **Liability of Licensor:** There shall be no personal liability of Licensor with respect to this License. If a breach by Licensor occurs, Licensee shall look solely to the equity of Licensor in the Shopping Center for the satisfaction of Licensee's remedies. Licensor shall not be responsible or liable for, and Licensee hereby expressly waives, all claims against Licensor for injury to persons or damage to Licensee's property on the License Area, regardless of the cause. Licensee's property in the License Area or the Shopping Center shall be there at Licensee's sole risk. Licensor, its agents, and employees shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on, or about the License Area or any other part of the Shopping Center.
11. **Miscellaneous:** In no event shall any relationship other than licensor and licensee be implied or created by this License, including but not limited to that of landlord and tenant, principal, agent, partnership or joint venture. This License contains all the covenants, promises, agreements, conditions, and understandings between Licensor and Licensee. Licensee and its agents and employees shall keep and hold in strict confidence all of the terms of this License.
12. **OFAC Representation:** Licensee hereby represents and warrants to Licensor that Licensee is not, and shall not become, a person or entity with whom Licensor is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on

OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action (collectively, "OFAC's Regulations") and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities. **Licensor** hereby represents and warrants to **Licensee** that **Licensor** is not, and shall not become, a person or entity with whom **Licensee** is restricted from doing business with under OFAC's Regulations and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

13. **Exhibit(s) to Agreement:** Certain Exhibit(s) are attached to this License and are hereby made a part hereof. Any conflict or inconsistency between the terms of the main body of this License and the terms of the Exhibits shall be resolved in favor of the terms of Exhibits.
14. **Counterparts:** This License may be executed in counterparts, each of which shall be deemed an original document, but all of which shall together constitute a single agreement. The signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart. Facsimile and/or electronically transmitted signatures (via PDF or otherwise) shall be deemed valid as originals.
15. **Shopping Center Specific Provisions:** None.
16. **Licensee Specific Provisions:** None.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have executed this License on the day and year first above written, each acknowledging receipt of an executed copy hereof.

**LICENSOR:**

COOLSPRINGS MALL, LLC, a Tennessee limited liability company

By: CBL & Associates Management, Inc., its managing agent

By: 


Print Name: David Meadows

Its: SGM

Date: 5/21/2019

**LICENSEE:**

City of Franklin

By: 

Print Name: Eric S. Stuckey

Its: City Administrator

Date: 5-23-2019

**GUARANTOR:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Prepared: 5/21/2019 4:37 PM

Version: SL.L2L Business Development License Agreement 052018





**Exhibit B****Rules and Regulations**

Licensee shall use and occupy the License Area in a careful, safe and proper manner and shall keep the License Area in a clean and safe condition in accordance with this License, local ordinances, and the directions of public officers. Licensee shall comply with all rules, regulations and instructions of Licensor, including, without limitation, the following:

1. Licensee shall not display or demonstrate merchandise on or outside the boundaries of the License Area. The outside areas immediately adjoining the License Area shall be kept clear at all times by Licensee, and Licensee shall not place nor permit any obstructions, garbage, refuse, merchandise, or displays, or racks, in such areas.
2. All signage located in and upon the License Area shall be approved by Licensor prior to installation or placement. All signs, placards, banners, pennants, or other advertising matter shall be prepared in a professional manner and in no event shall be handwritten.
3. Licensee and employees of Licensee shall speak in a normal speaking voice at all times and are strictly prohibited from using loud, "hawking", or "barking" sales techniques. At no time will Licensee or its employees block or impede a customer's walking path or make physical contact, of any type, with a customer.
4. Unless provided for in Licensee's Use, product demonstration or sale of merchandise of any type must have Licensor's prior approval.
5. The following conditions will be adhered to for the display or any vehicle or other similar apparatus within the License Area:
  - a. Any vehicle or other apparatus must have less than 1/8 of a tank of gas;
  - b. Locked or otherwise secured fuel caps to avoid vapor leakage or tampering;
  - c. Disconnected battery cables;
  - d. Wheels must be blocked and brake applied;
  - e. Drip pans for oil and carpet squares or other approved materials under each tire;
  - f. Doors, hood, and trunk must be locked;
  - g. Keys shall be left with the Shopping Center Management for the duration of the term for vehicles displayed in the common area of the Shopping Center;
  - h. Vehicle(s) shall be maintained and cleaned daily, however, for safety reasons, no tire cleaning, waxing or other cleaning solutions that could cause a hazard to customers are allowed on the vehicle upon entry to the Shopping Center and for the duration of the term;
  - i. Two (2) 4' x 8' pieces of plywood will be required for the entry and exit of all vehicles. Such entry and exit will be done before or after business hours of the Shopping Center.
6. No loudspeakers, televisions, phonographs, cd players, DVD players, cassette players, radios, flashing lights, or other devices shall be used in a manner so as to be heard or seen outside of the License Area. Licensee shall not carry on any trade or occupation or operate any instrument or equipment which emits an odor discernible outside of the License Area.
7. No electronic or communication devices shall be used in the License Area or in connection therewith which interrupt or interfere with the use and enjoyment of electronic or communication devices of other occupants of the Shopping Center or of the neighborhood in which the Shopping Center is located.
8. Licensee shall not violate applicable federal and state laws prohibiting the sale or display of products, which infringe on the trademarks or copyrights of others.
9. Licensee and Licensee's employees shall maintain a neat and appropriate appearance and dress, fully comply with the Shopping Center's Code of Conduct, and are expected to operate in a dignified, ethical, manner.
10. Licensee shall not harm the License Area, commit waste, create nuisance, make any use of the License Area which is offensive in Licensor's sole opinion, nor do any act tending to injure the reputation of the Shopping Center.
11. All loading and unloading of displays shall be done only at such times, in the areas, and through the entrances designated for that purpose by Licensor.

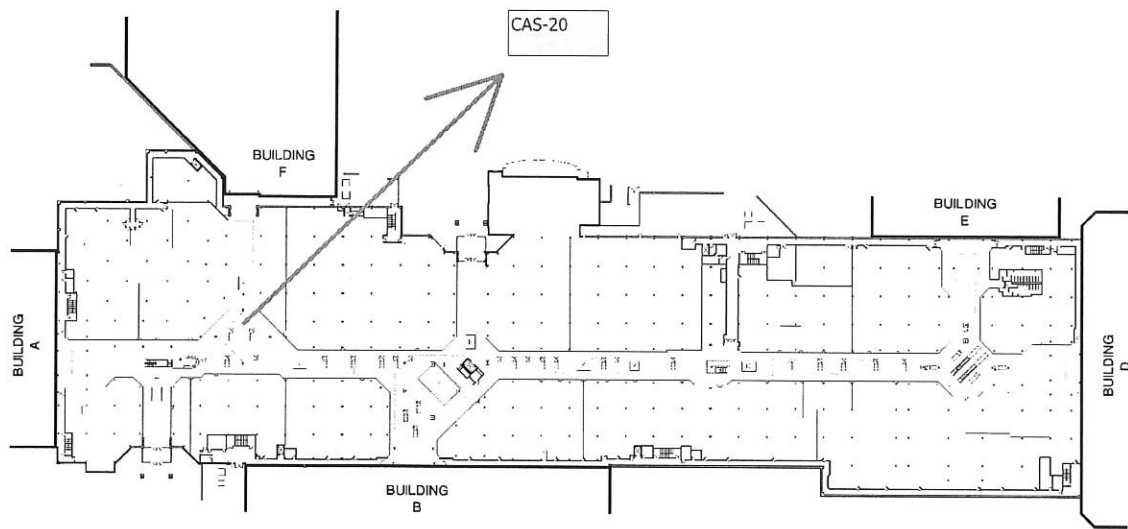
12. All garbage and refuse shall be kept in the kind of container specified by Licensor, and shall be placed and prepared for collection in the manner and at the times and places specified by **Licensor**.
13. Licensee shall not distribute any handbills or other advertising matter in the Shopping Center or on automobiles parked in the parking areas of the Shopping Center.
14. Licensee shall be solely responsible for policing its location against theft, loss, or damage to its property and/or merchandise. Under no circumstance shall Licensor be held liable for such theft, loss, or damage.

In the event Licensee fails to comply with such rules and regulations or any of the other covenants set forth herein after twenty-four (24) hours' notice from Licensor of this non-compliance (which notice may be oral or in writing), then Licensee shall pay to Licensor as additional fees the sum of one hundred dollars (\$100.00) for each violation, acceptance of such fees to be without prejudice to any other rights or remedies available to Licensor. Each day on which a violation occurs or continues shall be a separate violation.



Exhibit C

Fees Waived



**LEGEND**

- - - - - WALL  
 - - - - - DOOR  
 - - - - - STAIR  
 - - - - - ELEVATOR  
 - - - - - SERVICE CORE  
 - - - - - MECHANICAL ROOM  
 - - - - - ELECTRICAL ROOM  
 - - - - - TELEPHONE ROOM  
 - - - - - JANETRY  
 - - - - - STORAGE  
 - - - - - UNASSIGNED

**LOWER LEVEL**  
**COOL SPRINGS GALLERIA**  
**FRANKLIN, TENNESSEE**

DATE: 08/10/07  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

THIS PLAN IS A PART OF THE ARCHITECTURAL RECORD FOR THE PROJECT OF COOL SPRINGS GALLERIA, FRANKLIN, TENNESSEE. IT IS TO BE USED IN CONNECTION WITH THE OTHER PLANS AND SPECIFICATIONS FOR THIS PROJECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR FOR THE RESULTS OF ANY INVESTIGATION OR ANALYSIS OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE PLANS.