

**LICENSE AGREEMENT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
BY AND THROUGH THE DEPARTMENT OF GENERAL SERVICES
AND
THE SALVATION ARMY**

This License Agreement (the "Agreement") is made and entered into between the Metropolitan Government of Nashville and Davidson County, by and through the Department of General Services ("Metro"), and The Salvation Army ("Salvation Army") (collectively "Parties").

WHEREAS, Salvation Army will be operating an Angel Tree Warehouse; and,

WHEREAS, Metro has located a space owned by the Metropolitan Government of Nashville and Davidson County, at 5244 Hickory Hollow Parkway (the "Property"), that will provide sufficient office space and parking spots for Salvation Army; and,

WHEREAS, the Parties desire to make a portion of the Property on the first floor of the Bridgestone Building available to Salvation Army to use as it Angel Tree Warehouse (the "Permitted Use").

Now therefore the Parties herein agree:

1. Use. For the term of this Agreement Salvation Army shall have the right to and will use the Premises solely for the Permitted Use. Salvation Army shall not be entitled to use the Premises for any other purpose.
2. Term. The term of this Agreement will commence on November 8, 2023 and shall continue until January 15, 2024. This agreement will not be extended.
3. Fee. Salvation Army shall be provided the use of the space rent-free.
4. Utilities. Metro shall pay all utility charges upon the Premises, including but not limited to, water, electricity, gas, sewer, sanitation, and other power or utility services used on or in connection with the Premises for the Permitted Use. There will be no utility cost to Salvation Army
5. Maintenance.
 - a. During the Term of this Agreement, Salvation Army shall be responsible for
 - i. routine maintenance of any improvements to the inside of the Premises; and,
 - ii. janitorial services inside the Premises.
 - b. Salvation Army shall in no event be obligated to improve or repair the Premises in connection with such routine maintenance to a condition that is better than the condition the Premises is as of the date the Premises is delivered to Salvation Army for the Permitted Use.
 - c. Metro shall be responsible, at its sole cost and expense, for maintaining in good working order, existing electrical and HVAC systems, gas, sewer, sanitation, and other power or utility facilities, the exterior of the Premises, including, without limitation, the walls, roof, foundation, parking lot, and other items that are structural in nature or otherwise deemed capital improvements.

6. Taxes. Salvation Army shall be responsible for all personal property taxes or any other local, state, or federal taxes which may be assessed by virtue of its activities on the Premises.
7. Insurance. Salvation Army will provide Metro a copy of its certificate of liability insurance coverage.
8. No Representation by Metro. Metro makes no representation or warranty to Salvation Army regarding the Premises including, without limitation, the status of Metro's title to, the condition of, or the suitability of the Premises for the Permitted Use by Salvation Army.
9. Indemnity. Salvation Army will indemnify and hold harmless the Metropolitan Government of Nashville and Davidson County, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Salvation Army its officers, employees, and/or agents, including its sub or independent contractors, in connection with this Agreement.
10. Right of Entry. Salvation Army agrees that Metro and any other agency representative of the Metropolitan Government of Nashville and Davidson County, shall at all times during the Term with reasonable prior notice to Salvation Army (except in emergencies) have the full power and authority to enter onto the Premises to ensure that Salvation Army is in full compliance with the terms and conditions of this Agreement.
11. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice. Upon termination, either by written notice or operation of this Agreement, Salvation Army shall be responsible for removal of all personal property from the Premises.
12. Improvements. Salvation Army shall not make any permanent improvements, alterations, or changes of any kind to the Premises without the express written permission of Metro.
13. Attorneys' Fees. Each party shall be responsible for its own attorney's fees, costs, and all other legal expenses.
14. Assignment. This Agreement may not be assigned or transferred.
15. Notice and Designation for Service of Process.
 - a. All notices to Salvation Army shall be mailed to:
Philip Canning, Captain
Salvation Army - Nashville Area Command
631 Dickerson Pike, Nashville, TN 37207
 - b. Notices to Metro shall be mailed to:
Abraham Wescott, Director
Public Property Administration
PO Box 196300
Nashville, TN 37219-6300
 - c. Salvation Army designates the following as Salvation Army's agent for service of process and will waive any objection to service of process if process is served upon this agent:
Philip Canning, Captain
Salvation Army - Nashville Area Command
631 Dickerson Pike, Nashville, TN 37207

16. Applicable Law. The Parties agree to comply with all applicable federal, state, and local laws and regulations.
17. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder shall continue in full force and effect.
18. Governing Law and Venue. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee. Any action between the Parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.
19. Force Majeure. The Parties shall be excused for the period of any delay and shall not be deemed in default with respect to this Agreement when prevented from so doing by cause or causes beyond the Parties' control, which shall include, without limitation, all labor disputes, fire or other casualty, acts of God, fire, flood, riot, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the respective Parties.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. Effective Date. This Agreement shall be effective after it is executed by the Parties, approved by the Metropolitan Council, and filed with the Metropolitan Clerk.

[Signature Page follows]

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

RECOMMENDED BY:

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

Velvet Hunter

Velvet Hunter, Director
Department of General Services

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed

Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Muki Ska

Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE

Balogun Cobb

Director of Insurance

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date

THE SALVATION ARMY

Elaine Canning

Elaine Canning, Captain
Area Commander

9/25/2023 | 2:16 PM CDT
Date: _____

Certificate Of Completion

Envelope Id: F2F99D0C5E9D4C5A82AF5BF53722CFFE

Status: Completed

Subject: Complete with DocuSign: Legislative Tracking Form (N0564271xD719A).pdf, Revised 2023-24 License...

Source Envelope:

Document Pages: 6

Signatures: 8

Envelope Originator:

Certificate Pages: 15

Initials: 0

Felicia Teasley

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Enveloped Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

felecia.teasley@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

9/25/2023 11:25:13 AM

Holder: Felicia Teasley

felecia.teasley@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: DocuSign

Signer Events

Elaine Canning

Elaine.Canning@USS.SalvationArmy.org

Security Level: Email, Account Authentication
(None)**Signature***Elaine Canning*

Signature Adoption: Pre-selected Style

Using IP Address: 174.50.217.101

Timestamp

Sent: 9/25/2023 11:39:09 AM

Viewed: 9/25/2023 2:10:40 PM

Signed: 9/25/2023 2:16:30 PM

Electronic Record and Signature Disclosure:

Accepted: 9/25/2023 2:10:40 PM

ID: 05a39fad-cfe1-4e83-9d3b-81124b5a0af9

Abraham Wescott

abraham.wescott@nashville.gov

Security Level: Email, Account Authentication
(None)*Abraham Wescott*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 9/25/2023 2:16:32 PM

Viewed: 9/25/2023 2:34:45 PM

Signed: 9/25/2023 2:35:05 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Velvet Hunter

Velvet.Hunter@nashville.gov

Security Level: Email, Account Authentication
(None)*Velvet Hunter*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

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Signed: 9/25/2023 5:15:59 PM

Electronic Record and Signature Disclosure:

Accepted: 9/25/2023 5:15:49 PM

ID: 6893b07c-a794-4e54-974d-35044a4877c2

Jenneen Reed

Jenneen.kaufman@nashville.gov

Deputy Finance Director

Security Level: Email, Account Authentication
(None)*Jenneen Reed*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

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Signed: 9/25/2023 7:21:10 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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	Signature Adoption: Drawn on Device Using IP Address: 68.72.132.210 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 9/25/2023 7:40:02 PM ID: 6a1b7b07-bcfc-48f2-a205-e8204a21cb01		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/25/2023 7:40:02 PM
Signing Complete	Security Checked	9/25/2023 7:43:58 PM
Completed	Security Checked	9/25/2023 7:43:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Certificate Of Completion

Envelope Id: 71D0CF477A7B4869ABBC7FCACBCC2465

Status: Completed

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Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 14

Initials: 0

Felicia Teasley

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EnvelopeId Stamping: Enabled

Nashville, TN 37219

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felecia.teasley@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

Signer Events

Balogun Cobb

balogun.cobb@nashville.gov

Security Level: Email, Account Authentication
(None)**Signature***Balogun Cobb*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

Timestamp

Sent: 9/26/2023 9:48:21 AM

Viewed: 9/26/2023 10:05:43 AM

Signed: 9/26/2023 10:05:50 AM

Electronic Record and Signature Disclosure:

Accepted: 9/26/2023 10:05:43 AM

ID: 7ba9db8c-a495-4e60-a878-0fd2363c515f

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Envelope Sent

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9/26/2023 9:48:22 AM

Certified Delivered

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Signing Complete

Security Checked

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Security Checked

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**