

# CONSENT TO SUBLICENSE

This Consent to Sublicense, hereinafter the “Consent”, is made and entered into effective December 6, 2022 hereinafter the “Effective Date”, by and between the City of Douglas, an Arizona municipality, hereinafter the “Licensor”, Helping Ourselves Pursue Enrichment Inc. DBA - "HOPE Inc.", and Arizona non-profit corporation, hereinafter the “Licensee”, and the Humane Society of Southern Arizona DBA- "HSSA", an Arizona non-profit corporation, hereinafter the “Sublicensee”. Licensor, Licensee and Sublicensee are collectively the “Parties”.

This Consent is in reference to a License Agreement signed between the Licensor and Licensee on December 11, 2019 hereinafter known as the “Master License”, for the property located at 661 N. G. Ave. Douglas, AZ 85607 hereinafter the “Premises” which can be further described as:

Office space, a portion of which is to be sublicensed by Sublicensee.

**I. SUBLICENSE.** The Licensor grants permission for the Licensee to sublicense a portion of the Premises to Sublicensee for use as staff offices until terminated in writing by any of the Parties in accordance with the terms of the Master License.

The Licensee agrees to provide a signed copy of the Sublicense Agreement immediately after it has been executed by the Licensee and Sublicensee.

**II. SUBLICENSE FEE.** The Licensor is granting permission for the Licensee to sublicense a portion of the Premises to Sublicensee for no license fee.

**III. CONDITIONS.** The Licensor hereby consents to the act of Licensee sublicensing a portion of the Premises. The Sublicensee will be responsible for providing a certificate of insurance to the Licensee and Licensor in accordance the insurance provisions set forth in the Master License.

**IV. LICENSEE ACKNOWLEDGMENTS.** This Consent shall in no way release Licensee from any of its covenants, agreements, liabilities and duties under the Master License and Licensee shall hold Licensor harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys’ fees, which arise out of, or is in any way connected with the negligent acts or omissions, willful misconduct or negligent conduct of the Sublicensee.

Licensor reserves the right to pursue all legal remedies available in the event of the Licensee’s breach of the Master License without regard to the performance or non-performance of the terms of the Sublicense Agreement by the Sublicensee.

**V. NO WAIVER; NO PRIVITY.** Nothing herein contained shall be deemed a waiver of any of Licensor's rights under the Master License. In no event, however, shall Licensor be deemed to be in privity of contract with Sublicensee or owe any obligation or duty to Sublicensee under the Master License, any duties of Licensor under the Master License being in favor of, for the benefit and enforceable solely by Licensee.

**VII. SUBLICENSEE ACKNOWLEDGMENTS.** Sublicensee agrees to abide by the terms of the Master License.

**VIII. COUNTERPARTS.** This Consent may be signed in counterparts and all counterparts so executed will constitute one document, binding on all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Consent as of the day and year of the signatures dated below.

**City of Douglas**

**Licensor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Helping Ourselves Pursue Enrichment, Inc.**

**Licensee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Humane Society of Southern Arizona**

**Sublicensee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_