

USE AND OCCUPANCY LICENSE AGREEMENT

This is an Agreement between the party shown in Item 1, below, and TRINITY PRESBYTERIAN CHURCH (USA) (“Trinity Church”) for the use and occupancy of certain space identified in Item 4 at Trinity Church’s facilities located at 499 Route 70, Cherry Hill, New Jersey 08034 (the “Church”), under the terms and conditions set forth below.

1. _____
Name of Party Who Will Use Trinity Church’s Space Described Below (the “Licensee”)

2. _____
Licensee’s Address

3. _____ \$ _____
Purpose for Which Use Is Granted (the “Event”) License Fee

4. _____ Starting Time _____ Ending Time _____
Event Date Space To Be Used (“Licensed Space”)

5. _____
Name and Address of Licensee’s First Representative [**See Important Note below.**]

_____ Cell Phone Number _____ Home Phone Number _____ Office Phone Number

6. _____
Name and Address of Licensee’s Second Representative [**See Important Note below.**]

_____ Cell Phone Number _____ Home Phone Number _____ Office Phone Number

Important Note: The individuals shown above as the Licensee’s Representatives hereby agree that they will (1) attend the Event personally, (2) have operable cell phones with them at all times during the Event, (3) take responsibility for the behavior and safety of those who attend the Event, (4) insure that all such individuals vacate the Church at the end of the Event, and (5) restore the Licensed Space to its condition existing prior to the Event.

The Licensee and the Licensee’s Representatives acknowledge that Trinity Church will not supervise the Event and will have no responsibility for circumstances occurring during the Event.

Signature of Licensee’s First Representative

Signature of Licensee’s Second Representative

The terms and conditions of this License Agreement follow on the next pages.

TERMS AND CONDITIONS

- A. **SPACE.** *Trinity Church* grants the *Licensee* the right to use and occupy the *Licensed Space*, and the *Licensee* accepts the *Licensed Space* “as is.”
- B. **TERM.** The term of the license granted by this Agreement shall start on the date and at the time shown in Item 4. The term shall end automatically at the ending time shown in Item 4, at which time the *Licensee* and its invitees shall have vacated the *Church*. (Any required clean-up and departure time must be included within the period of time for which use of the *Licensed Space* is requested.)
- C. **FEE.** The *Licensee* agrees to pay the fee shown in Item 3 to *Trinity Church* immediately upon the signing of this Agreement. In addition, the *Licensee* agrees to pay all other fees and deposits set forth in *Trinity Church’s* “Use of Facilities Request Form” that was submitted by the *Licensee* to *Trinity Church* prior to the signing of this Agreement.
- D. **BEHAVIOR AND SAFETY OF GUESTS; DAMAGE.** The *Licensee* shall be responsible for the behavior and safety of all those who attend the Event, including the cost of any outside security services that may be needed. **Smoking and alcohol are not allowed in any areas of the Church.** The *Licensee* shall be responsible for the cost to repair any damage to the *Licensed Space* and any other real or personal property at the *Church* caused by the *Licensee*, its agents, employees, or guests. The *Licensee* shall immediately notify *Trinity Church* (by calling _____ and confirming the call by e-mail to _____) of any damage caused or observed by the *Licensee*.
- E. **USE OF SPACE.** The *Licensed Space* shall be used only for the purpose set forth in Item 3 above, and for no other purpose. Other facilities at the *Church*, such as parking lots for automobiles, rest rooms closest to the *Licensed Space*, and doors and passageways for ingress and egress to the *Licensed Space*, may also be used by the *Licensee* in ways that are appropriate to its use of the *Licensed Space*, but other portions of the *Church* are not included within this License Agreement. The *Licensee* shall not make any alterations of the *Licensed Space* (including but not limited to taping or tacking items to walls) or use any of *Trinity Church’s* equipment or supplies, unless specific written authorization is granted, which authorization may be withheld at *Trinity Church’s* sole discretion. At the end of the *Event*, the *Licensee* shall vacate the *Licensed Space* and leave it in the same condition as at the commencement of the *Event*, reasonable wear and tear excepted, in broom clean condition.
- F. **LAWS AND REGULATIONS.** The *Licensee* shall abide by all federal, state, and local laws and regulations applicable to its use of the *Licensed Space* and other permitted areas of the *Church*.
- G. **HAZARDOUS MATERIAL.** No hazardous materials shall be brought into the *Licensed Space* or other areas of the *Church*.
- H. **INSURANCE.** The *Licensee* shall maintain in force at all times during the term of this Agreement single-limit comprehensive liability insurance, including bodily injury and property damage, in an amount not less than \$250,000. If requested by *Trinity*, a certificate

of such insurance shall be provided to *Trinity Church* prior to the date shown in Item 4. In addition, at *Trinity's* request, the *Licensee* shall provide *Trinity Church* with a certificate of insurance (a) listing *Trinity Church* and its officers, employees, agents, workmen and servants as additional insureds (the "Additional Insureds"), (b) stating that the insurance provided is primary and not contributory to any similar insurance carried by the *Additional Insureds*, and (c) granting the *Additional Insureds* the right of thirty (30) days' prior written notice from the insurance company of any change, amendment, deletion, addition, nonrenewal or cancellation in such insurance.

- I. **INDEMNIFICATION.** The *Licensee* shall defend and indemnify *Trinity Church* and its officers, agents, and employees, and hold it and them harmless, from any and all damage, injury, claim, or liability, including attorneys' fees, arising from the *Licensee's* use and occupancy of the *Licensed Space*, except only where such is due to the reckless or willfully wrongful misconduct of *Trinity Church* or its officers, agents or employees.
- J. **TRINITY CHURCH NOT A GUARANTOR; LIMITATION OF DAMAGES.** *Trinity Church* shall be responsible only to exercise reasonable care in allowing the *Licensee* to use the *Licensed Space*. *Trinity Church* shall not be a guarantor or insurer of the property of the *Licensee* or its guests or other invitees and will have no responsibility for loss, damage, or theft of any such property. In no event shall *Trinity Church* be liable for special, incidental, consequential, or punitive damages.
- K. **ACCESS.** *Trinity Church* shall have the right to enter the *Licensed Space* at any time without prior notice, as determined by *Trinity Church* in its sole discretion. In addition, the *Licensee* acknowledges that improvements, maintenance, or repairs may be made to the *Licensed Space* prior to the *Licensee's* use of the *Licensed Space*, for such purposes as *Trinity Church* may deem appropriate.
- L. **DEFAULT.** This Agreement may be immediately terminated by *Trinity Church*, without notice or opportunity to cure, if the *Licensee* is in default. The *Licensee* shall be in default if: (a) the license fee is not paid to *Trinity Church* as specified in Paragraph C, above, or other fees and charges due *Trinity Church* are delinquent by more than ten (10) days; (b) objects are brought into the *Licensed Space* in violation of this Agreement; (c) the *Licensed Space* is used in a dirty, unsafe or disorderly manner; or (d) the *Licensee* fails to comply with any other obligations under this Agreement.
- M. **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other. If *Trinity Church* terminates, all license fees paid by the *Licensee* shall be returned to the *Licensee*. If the *Licensee* terminates, and *Trinity Church* is not in default, *Trinity Church* shall be entitled to retain 25% of the license fees as a service charge for its efforts in processing the *Licensee's* application, and all remaining license fees shall be returned to the *Licensee*. The *Licensee's* obligations to pay *Trinity Church* fees, charges and other obligations, and to defend, indemnify and hold harmless *Trinity Church*, its officers, agents and employees shall survive the termination of this Agreement.

- N. **ASSIGNMENT.** The rights and obligations granted to the *Licensee* by this Agreement may not be assigned or conveyed in any matter without *Trinity Church's* prior written consent, which *Trinity Church* may withhold in its sole discretion.
- O. **ATTORNEY AND/OR COLLECTION FEES.** If any action is brought by *Trinity Church* to enforce the obligations of the *Licensee*, *Trinity Church* shall be entitled to recover all reasonable costs, including attorneys' fees, incurred with regard to such action.
- P. **SEVERABILITY, MODIFICATION, WARRANTY.** If any provision of this Agreement is determined to be void or unenforceable, all other terms shall remain in force unless the intent of this Agreement can no longer be achieved. This Agreement constitutes the entire agreement between the parties and may not be modified except by a fully executed writing. Individuals signing on behalf of the *Licensee* warrant they have authority to enter into this Agreement.
- Q. **NOTICES.** Unless other forms of notice are required in specific sections of this Agreement, all notices under this Agreement shall be sent to the parties at their addresses set forth above by first-class mail.
- R. **REPRESENTATIVES.** If *Licensee* wishes to change its designated Representatives named above, notice must be given to *Trinity Church* as soon as *Licensee* becomes aware of circumstances warranting such change. *Trinity Church* may accept or reject a proposed change in its sole discretion. Any person who is accepted as a substituted Representative must sign a copy of the first page of this Agreement to acknowledge his or her acceptance of responsibility set forth on that page.

FOR TRINITY CHURCH:

By: _____

Print Name: _____

Date: _____

FOR THE LICENSEE:

By: _____

Print Name: _____

Title, if applicable: _____

Date: _____