

LICENSE AGREEMENT

This License Agreement is entered into on _____, 20__ by and between _____ (Name of parish Corporation Sole), a Corporation Sole, of _____, California, hereafter referred to as "Licensor," and _____, hereafter referred to as "Licensee" who agree as follows:

1. Licensor is the owner of certain real property situated in the City of _____, California hereinafter referred to as the "the Property," known as _____ (Street Address) and which consists of church facilities more particularly described in Exhibit "A" which is attached to this Agreement and hereby incorporated by reference.

2. In consideration of the donation of the sum of \$_____, for costs and expenses of Licensor, Licensor grants to Licensee a license to utilize the Church Property as follows:

(a) Licensee may utilize the described Church facility on the following dates and times: (describe use or event/activity) _____

(b) Licensee may not use the Property for any other purposes or business without Licensor's prior written consent.

(c) Licensee shall use reasonable care and may not unreasonably increase the burden on the Property.

(d) Licensee shall leave the facilities in a clean and orderly condition and if any alterations were allowed in writing, Licensee shall restore the facilities to original condition. Licensee shall repair any damage caused by its representatives or invitees.

3. This License shall not be assigned by Licensee without the prior written consent of Licensor.

4. Licensor may revoke this License at will by notice of revocation in writing delivered to Licensee at least thirty (30) days prior to the termination date specified in the notice.

5. Licensee, as a material part of the consideration to be rendered to Licensor under this Agreement, waives all claims against Licensor for damages to all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time. Further, Licensee agrees to indemnify and hold Licensor exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from Licensee's use of the Property. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Property or any occupant of adjoining or contiguous property. Licensee agrees to pay for all damages to the Property, as well as all damage to occupants of the Property and to the property of those occupants caused by Licensee's misuse or neglect of the Property.

6. Licensee further agrees to maintain in full force during the term of this License, at Licensee's own expense, a policy of comprehensive liability insurance, including property damage, which will insure Licensee and Licensor against liability for injury to persons, damage to property, and death of any person occurring in or about the Property. The policy shall be approved as to form and insurance by Licensor. The insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 combined single limit for all incidents. Licensor must be named as an "additional named insured" on the policy by endorsement. Licensee shall, at least four weeks prior the use of the Property, provide Licensor with a copy of the policy, including an endorsement that states that the policy will not be cancelled except after ten (10) days' notice in writing to Licensor. Such insurance shall be primary and not contributing with any other insurance in effect for the additional insureds (Licensor). Such insurance shall be provided by an insurer with a Best's rating of A+7 or better and subject to approval by the Licensor.

7. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

8. Shared costs and expenses of maintenance, repair, for the use of slurry, painting of parking slots strips, sweeping, lighting and the like. Licensee will pay its share of the costs and expenses of maintenance as set forth in Paragraph 2.

9. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

10. Licensee represents that it is organized and operated as a non-profit organization, and as such the Property shall be used exclusively for religious and/or charitable and/or educational purposes or for uses incidental thereto.

11. The Licensor may terminate this Agreement and permission to use its facilities at anytime for good cause without obligation except to refund any amount which Licensee has donated.

Executed on the date first hereinabove written.

LICENSOR:

LICENSEE:

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT “A”

Description of Facilities