



GRACE LUTHERAN CHURCH LICENSE AGREEMENT

This license agreement (License) for the use of facilities is entered into between Grace Lutheran Church of Escondido _____ (“Licensee.”)

NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

1. **Event:** _____

2. **Specific Facilities:** _____

3. **Date:** _____

4. **Amount:** _____

a. **Deposit:** \$_____

5. **Times and Description of Activities:**

(a) Purpose and Details of the Event:

(b) Activities will begin at _____ and cease promptly at _____.

(c) Attendance is expected to be _____ people. (Max 250 inside)

(d) Set up times will be _____

*Be prompt. Custodian will be there at agreed upon time and wait for a grace period of 15 minutes. After the 15 minute grace period there will be a \$25.00 charge per 15 minutes of wait time, which will be deducted from your security deposit.

6. **Acknowledge and agree to the following prohibitions. Violation of any of these prohibitions is grounds for immediate eviction from the property and a forfeiture of all monies paid:**

(a) NO alcohol, drugs or weapons will be brought on the premises.

(b) NO fog/vapor or smoke machines.

(c) NO fires.

(d) NO fireworks.

(e) The entire campus is a non-smoking facility.

(f) The licensee shall not assign or transfer any interest in this license.

(g) No raffles or games of chance in violation of state or local laws.

7. **Appropriate Use of Facility:**

In keeping with section 6.1 of our constitution, “Church property shall not be used for any marriage ceremony, reception, or other activity inconsistent with this constitution.” As such, all proposed activities will be reviewed and approved by the Administrative Council and Board of Elders. Use of the facility inconsistent with the approved License Agreement may result in immediate eviction and forfeiture of all monies paid.

8. **Payment to Grace Lutheran Church.** Licensee shall pay Grace Lutheran Church the following set forth on the attached schedule, in addition to the following:

- (a) \$ _____ security deposit (damage/cleaning) due four (4) weeks prior to the event. A cleaning charge for mopping the floor/cleaning carpets will be taken out of this deposit if needed. The balance will be refunded **provided Licensee complies with the terms of this agreement including abiding by the prohibitions listed above and returns the area to a clean pre-use condition** (trash pickup and removal and sign removal) to Grace Lutheran Church satisfaction. Any signs or trash remaining after the event will be removed by Grace Lutheran Church staff and Licensee will be billed at the rate of fifty dollars (\$50.00) per hour. Grace Lutheran will return the deposit less charges, if any, within thirty (30) days after the event. Any clean-up costs in excess of the deposit incurred by Grace Lutheran will be paid by the Licensee.
- (b) If requested, the cost of security, \$20.00 per hour, per security officer beginning one hour before stated starting time until one hour after the end of the event. The number of security officers required (usually two) will be determined by size and type of party.

Deposit will be forfeited if Licensee cancels 48 hours or less of event. Deposits will be returned if notification of cancellation of the event is provided to the Grace Lutheran representative named below, 48 hours prior to the start of the event.

9. Services provided by Grace Lutheran Church. Grace Lutheran Church shall provide the following:

- (a) Trash cans and liners, dumpsters located in the back parking lot.
- (b) Tables and folding chairs (upon request)
- (c) Parking in designated lots.
- (d) Licensee may use the electrical outlets in the event area, which are supplied by Grace Lutheran Church. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only Grace Lutheran personnel shall have access to the panels.

10. Provisions by Licensee.

- (a) Licensee shall be responsible for insuring the safety and security of persons attending this event, including, but not limited to, the event and parking areas. The Licensee shall remain in the area until it is cleared of people attending the event.
- (b) Licensee will ensure that all parked vehicles vacate the parking area prior to 9:45 p.m. and securing the area by 10:00 p.m.
- (c) Licensee shall supply own sound system (which needs to be compatible with the building's existing utilities) and shall be removed immediately upon completion of the event. Sound levels shall be kept within reasonable range and in a manner not disturbing to neighbors.

11. Insurance. Licensee will furnish at its own expense, workers' compensation coverage for persons employed by Licensee engaged in usage of Grace Lutheran Church property and facilities.

12. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify and hold harmless and defend Grace Lutheran Church, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Grace Lutheran Church and/or Licensee, or any directors, officers, employees, or authorized volunteers of Grace Lutheran Church or Licensee, and damages to or destruction of property of any person, including but not limited to, Grace Lutheran Church and/or Licensee and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the event to be performed under this agreement, however caused, regardless of any negligence of Grace Lutheran Church or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct of Grace Lutheran Church or its directors, officers, employees, or authorized volunteers.
 - (b) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Licensee.
 - (c) Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Licensee to faithfully perform all of its obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuits to which they are a party.
 - (d) Licensee shall defend, at Licensee's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Grace Lutheran Church directors, officers, employees, or authorized volunteers.
 - (e) Licensee shall pay and satisfy any judgment, award or decree that may be rendered against Grace Lutheran Church or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.
 - (f) Licensee shall reimburse Grace Lutheran Church and its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - (g) Licensee agrees to carry insurance for this purpose as set out in the specifications. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Grace Lutheran Church, or its directors, officers, employees, or authorized volunteers.
- 13. Publicity.** Licensee hereby agrees that Grace Lutheran Church may utilize any publicity generated for, or because of, the event for the mutual and/or separate benefit of Licensee and/or Grace Lutheran Church.

- 14. Compliance with Prohibitions and Restrictions.** The Licensee hereby certifies that he/she has read and will comply with the prohibitions and restrictions contained in this agreement, and will be responsible for the activities and conduct of all people who come to the event. Licensee's primary contact shall inform all participants of the applicable prohibitions and restrictions. Failure to do so may result in forfeiture of the security deposit. **Any person or persons not complying with the prohibitions and restrictions may be evicted from the event at Grace Lutheran Church's sole discretion.** Licensee must comply with Grace Lutheran Church decisions and, if necessary, assist Staff in the removal of any such person or persons. As the duly authorized representative of the Licensee, the undersigned agrees to serve, keep and hold harmless Grace Lutheran Church and all of its officers and agents from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, death, bodily and/or personal injury, or property damage arising from or connected directly with the licensed activity.
- 15. Raffles and Games of Chance.** Licensee hereby agrees that no one will be allowed to participate in games of chance, or similar activities, which contravene state and local lottery laws.
- 16. Liberally Construed.** The provisions of this license shall be liberally construed to effectuate its purpose. The language of all parts of this license shall be construed simply according to its plain meaning and shall not be construed for or against either party.
- 17. License is not a lease.** This license is not a lease, does not create an easement and does not convey any interest or estate in real property to Licensee. Irrespective of the term described above, Grace Lutheran Church may terminate this license at any time.
- 18. Law and Jurisdiction Governing.** This agreement is being delivered and shall be deemed entered into the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be resolved in North San Diego County, California.
- 19. Dispute Resolution.** Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract:
- (a) If a dispute develops between the parties to this contract, they will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. Prior to the beginning of the mediation process, the parties may agree that if there is one or more disputed items that remain unresolved at the end of the mediation, the parties will proceed with binding mediation where the mediator will render a final and binding decision on those unresolved items, or the parties may elect to submit the remaining unresolved items to a med-arb procedure where a new and separate binding arbitration session may be scheduled to settle any unresolved issues remaining after the mediation session has been concluded. The parties must mutually agree to utilize binding mediation or arbitration or the parties will be bound only to participate in the non-binding mediation process. The mediation and/or arbitration shall be



conducted by and according to the Mediation and/or Arbitration Rules and Procedures of Construction Dispute Resolution Services, LLC. The Settlement Agreement and/or Arbitration Award shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction. Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

1. **Representatives.** The representatives of the parties to this agreement are those set forth below:

Licensee:

Representative (print): _____

Street Address: _____

City/State/Zip: _____

Telephone(s): _____

By (signature): _____ **Date:** _____

Licensor:

Grace Lutheran Church authorized representative: (print) _____

Grace Lutheran Church, 643 W. 13th Ave. Escondido, CA 92025 (760) 745-0831

By (signature): _____ **Date:** _____

_____ This agreement is for one single date as stated above.

_____ This agreement is for multiple dates (dates noted).

_____ This agreement is for one year, start date as above, renewable upon approval of new application submitted by August 1st of each year.

Facility Fees

Licensee Name: _____

Date of event: _____

Security deposit received: \$ _____ Date: _____

Security deposit refunded to (print) _____ on (date) _____

In the amount of: \$ _____

LICENSEE (signature) _____

Security (\$20.00 per hour per security person):

Hours needed: Start time (one hour before): _____ End time (one hour after): _____

Total hours _____ X Total Security _____ X \$20 = \$ _____

Date received: _____

Cancellation charge: \$ _____ Date cancelled: _____

Trash/Sign clean-up: (\$50.00 minimum) \$ _____

Floor/Carpet cleaning: (subtracted from security deposit) \$ _____

Multimedia (screens, sound, microphones):

Spoke with music director on this date: _____

Clearance from music director: (signature) _____

Multimedia personnel fee: \$ _____

Fee Waiver or Notes:

Pre-use walk-through inspection notes/special provisions:

Licensee signature: _____ Date: _____

Grace Lutheran signature: _____ Date: _____