

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is hereby entered into by and between **FAITH UNITED METHODIST CHURCH**, located at 6340 W. Boynton Beach Blvd., Boynton Beach, FL 33437, as Licensor (“FUMC”) and the Licensee identified in the Application and Fee Agreement attached hereto as Exhibit “A”, (together hereinafter referred to as the “Parties”) on the following terms and conditions:

SECTION 1 PREMISES

1.1 Premises. Subject to the terms of this Agreement, FUMC hereby grants to Licensee, and Licensee hereby accepts on the terms set forth herein, a license for the temporary use of the premises and equipment, if applicable, for the event described in Exhibit “A” (“Premises”).

SECTION 2 FEES AND DEPOSITS

2.1 Fees. All fees are as stated in Exhibit “A”. Full payment of all fees is due **30 days** prior to the Licensee’s event.

2.2 Deposit. The Deposit, as itemized in Exhibit “A”, is due and payable upon execution of this Agreement by the Licensee. The Deposit will be held until 7 days after the event; if the Premises are left in satisfactory condition pursuant to Section 5.2, Licensee shall receive a full refund of said Deposit. If an event is canceled, the Licensee may receive a full refund if FUMC receives written notice of the cancelation at least thirty (30) days prior to the event date. If written notice is received by FUMC after that time, the Deposit is non-refundable.

2.3 Cancellation. Time is of the essence for this Agreement, and FUMC may cancel the Agreement in the event of any failure to pay fees due hereunder on or before the date due.

2.4 Force Majeure. In the event that, for reasons beyond its effective control, FUMC is prevented from delivering the Premises or any negotiated ancillary services to Licensee on the date originally scheduled, FUMC shall make every reasonable effort to deliver the Premises and such ancillary services to Licensee, without extra charge, on an alternate date (which is reasonably acceptable to FUMC) of Licensee's choosing. If Licensee does not choose to select such an alternate date, FUMC shall cancel this Agreement, in which event FUMC shall refund to Licensee all deposits paid by Licensee, but shall have no other responsibility or financial liability to Licensee.

SECTION 3 USE OF PREMISES

3.1 Permitted Uses. Licensee shall use the Premises solely for public gathering purposes and for any other uses specified in Exhibit “A”. Licensee shall, at its own cost and expense, obtain any and all licenses and permits necessary for any such use. Licensee shall not do or permit anything to be done in or about the Premises which may render the insurance thereon void or increase the insurance risk thereon. **Gambling, or the possession and/or consumption of alcoholic beverages within Premises is strictly prohibited.**

3.2 Compliance with Laws. Licensee shall be responsible for obtaining any applicable local, state and federal permits required for Licensee to engage in the permitted use on the Premises, including without limitation any permits required for the sale of food on the Premises. Licensee shall not use the Premises in any way which will conflict with any law, statute, ordinance or governmental rule or regulation. Licensee agrees to fully indemnify FUMC against any liability, claims or damages arising as a result of a breach of the provisions of this Section 3.2 by Licensee, and against all costs, expenses, fines or other charges arising therefrom,

including, without limitation, reasonable attorneys' fees and related costs incurred by FUMC in connection therewith.

SECTION 4 SERVICES AND UTILITIES

- 4.1 Basic Services to be Supplied by FUMC.** FUMC agrees to make available to the Premises basic services such as water, air conditioning, and electricity, as may be required in FUMC's judgment for the comfortable use and occupation of the Premises for Licensee's permitted use. FUMC shall be responsible for providing no other services except as specified in Exhibit "A".
- 4.2 Services to be Supplied by Licensee.** Unless and then only to the extent otherwise specifically provided in the preceding Section 4.1 and/or in Exhibit "A", Licensee shall be responsible for all aspects of producing its event on the Premises.

SECTION 5 CONDITION OF PREMISES: MAINTENANCE AND REPAIRS

- 5.1 Existing Condition of Premises.** Licensee has inspected the Premises, and acknowledges that they are part of a religious structure. Licensee agrees to accept the use of the Premises in their "as is" condition, and agrees that the FUMC shall not be held responsible for any damage to Licensee's property, or any inconvenience or damage to Licensee's right of occupancy, caused directly or indirectly by the existing condition of the Premises.
- 5.2 Licensee's Obligations.** Licensee shall keep the Premises in good condition and repair. At the conclusion of Licensee's event, Licensee shall leave the Premises in at least as good a condition, state of repair and cleanliness as existed upon delivery of the Premises to Licensee. Following Licensee's use of the Premises, Licensee is expected to remove all trash from the Premises. Licensee is also responsible for bringing his/her own clean-up materials. Additionally, all property belonging to Licensee must be promptly removed from the Premises at the conclusion of Licensee's event. FUMC will not be responsible for any personal property not removed after the completion of said event.
- 5.3 FUMC's Right to Make Repairs.** In the event that Licensee fails to leave the Premises in good and sanitary order, condition and repair as required by this Agreement, then, without requirement of prior notification to Licensee, FUMC shall have the right to do such acts and expend such funds at the expense of Licensee as are required to place the Premises in good, safe and sanitary order, condition and repair. FUMC shall retain any Deposit paid in order to mitigate such expenditures. Further, any amount so expended by FUMC in excess of the Deposit shall be billed to the Licensee and due within twenty-four (24) hours of such billing as additional use fees.

SECTION 6 INDEMNITY

- 6.1 Licensee's Obligation.** Licensee agrees to indemnify, defend and hold FUMC and its officers, directors, and employees entirely harmless from and against all liabilities, losses, demands, actions, expenses or claims, including reasonable attorneys' fees and court costs, for injury to or death of any person or for damages to any property or for violation of law arising out of or in a manner connected with (i) the use, occupancy or enjoyment of the Premises by Licensee or Licensee's Agents, or any work, activity or other things allowed or suffered by Licensee or Licensee's Agents to be done in or about the Premises or Building, (ii) any breach or default in the performance of any obligation of Licensee under this Agreement, and (iii) any act or failure to act, whether negligent or otherwise tortious, by Licensee or Licensee's Agents in or about the Premises.
- 6.2 Limitation on FUMC's Liability.** Licensee agrees that, FUMC and its owners, officers, directors and employees, assume no liability whatsoever for any death, injury, damage or other loss to persons or property

arising out of, or in connection with, Licensee's use of the Premises, except for such death, injury, damage or other loss as shall result from the gross negligence or intentional acts or omissions of such entities, their officers, directors or employees. Licensee assumes full responsibility for supervising the conduct of all persons attending or participating in the scheduled event.

**SECTION 7
ATTORNEYS' FEES**

7.1 Attorneys' Fees. Licensee shall pay to FUMC all amounts for costs and expenses, including, but not limited to, reasonable attorneys' fees and amounts paid to any collection agency, incurred by FUMC in connection with any breach or default by Licensee under this Agreement or incurred in order to enforce or interpret the terms or provisions of this Agreement. Such amounts shall be payable upon demand. In addition, if any action shall be instituted by either FUMC or Licensee for the enforcement or interpretation of any of its rights or remedies in or under this Agreement, the prevailing party shall be entitled to recover from the losing party all costs incurred by the prevailing party in said action and any appeal therefrom, including reasonable attorneys' fees and court costs to be fixed by the court therein.

**SECTION 8
PARKING**

8.1 Parking. Parking is available on church premises on a first come, first served basis. FUMC is not responsible for any damage or loss to vehicles or property while on church premises.

**SECTION 9
MISCELLANEOUS TERMS**

9.1 Incorporation of Prior Agreements; Amendments. This Agreement contains all agreements of FUMC and Licensee with respect to any matter mentioned, or dealt with, herein. No prior agreement or understanding pertaining to any such matter shall be binding upon FUMC. Any amendments to or modifications of this Agreement shall be in writing, signed by the Parties hereto, and neither FUMC nor Licensee shall be liable for any oral or implied agreements.

9.2 Assignment. Licensee shall not have any right to assign or transfer this Agreement, or any rights, duties, or obligations of Licensee under this Agreement, without the prior written consent of FUMC in its sole discretion. Any attempted assignment without such consent shall be null and void.

9.3 Notice. Any and all notices shall be delivered to the parties as follows:

FUMC

6340 W. Boynton Beach Blvd.
Boynton Beach, FL 33437
(561) 738-1902

Licensee

or (if blank) as indicated in Exhibit "A"

9.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

9.5 Execution in Counterparts. This Agreement may be executed in several duplicate counterparts, each of which shall be deemed an original of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be duly signed below.

AGREED TO:

LICENSOR

Faith United Methodist Church

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"
APPLICATION AND FEE AGREEMENT

Application Date _____ 20____
 Licensee Name _____ Organization Name (if applicable) _____
 Position _____
 Address _____ City _____ State _____ Zip _____
 Home Telephone # _____ Cell # _____ Email _____
 Business Telephone _____ FAX _____
 Business E-Mail _____ License # _____ State _____
 Contacts & Tel. #s _____

Rental Date(s) _____ Daily Hours of Use _____ Total Hours _____
 Purpose of Event _____ # of Attendees _____

FEES:

Note: all events have a two (2) hour minimum.

Family Life Center

Class A	Public events	\$150 hr	\$_____ per hour x _____ hours = \$_____ total charges
B	Private meeting/class	\$100 hr	\$_____ per hour x _____ hours = \$_____ total charges
C	Private sports league	\$100 hr	\$_____ per hour x _____ hours = \$_____ total charges
D	Wedding /Reception*	\$600 hr	\$_____ per hour x _____ hours = \$_____ total charges
E	FUMC fund raisers	NC	(vendor and admission fees applicable)

* Wedding & Reception 4 hr package - \$1,800 w/1 hr rehearsal, 3 hrs ceremony/reception, including Licensee prep & clean-up. Ala carte wedding or reception fees include rehearsal, clergy, pianist/keyboard, soundboard operator, custodial fees @ \$600 per hour with 2 hour minimum of \$1,200 required.

Family Life Center Balcony

Class A	Public events	\$75 hr	\$_____ per hour x _____ hours = \$_____ total charges
B	Private meeting/class	\$50 hr	\$_____ per hour x _____ hours = \$_____ total charges
C	Private sports/league	Not Available	
D	Wedding/Reception	Not Available	
E	FUMC fund raisers	NC	(vendor and admission fees applicable)

Family Life Center Cafe \$40 per hour \$_____ per hour x _____ hours = \$_____ total charges

Classroom \$30 per hour \$_____ per hour x _____ hours = \$_____ total charges

Conference Room \$40 per hour \$_____ per hour x _____ hours = \$_____ total charges

OPTIONAL CHARGES:

Kitchen Facilities: () FLC \$200 per event
 Kitchen Rental Fee (Not Associated with an Event): () FLC \$60 per hour
 Kitchen Utensils: () \$15 per hour

Note: Licensee is not permitted to use any of FUMC's food materials on hand. Master refrigerator is off limits. There are two other refrigerators on that can be plugged in for temp storage.

Soundboard/AV: () \$30 per hr technician / FLC only
Reception set-up: () \$3 per person for tables/chairs set-up and removal x ____ people = \$_____
Other misc fees: () \$_____ for _____

EVENT DEPOSITS:

() FLC \$300 () Other \$100 () Retain for other future events

Total charges of \$_____ plus deposit of \$_____ = \$_____

Deposit has been paid as of _____ by Check # _____

Approved by:

LICENSEE

By: _____
Printed Name: _____
Title: _____

Date: _____