

LICENSE AGREEMENT

THIS LICENSE is made by and between the SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a California non-profit religious corporation, which owns and operates the _____ SCHOOL, hereinafter referred to as "Licensor", and _____, hereinafter referred to as "Licensee", in reference to the following facts:

- A. Licensor is the owner of certain real property ("Premises") situated in the County of _____, commonly known as _____, California, upon which
(insert address)
Licensor operates and maintains school facilities.

- B. Licensee is a for profit organization which is desirous of using Licensor's property for it authorized activities as follows:

NOW THEREFORE, Licensor hereby grants a License to the Licensee to enter upon and use the Premises for _____ purposes, subject to the following terms and conditions:

- 1) **Description of Premises.** The portion of the Premises used by the Licensee shall be limited to the following:
 - a) _____

 - b) The parking lot.

- 2) **Term of License.** The term of this License shall be _____, commencing on _____ and expiring on _____.

- 3) **Rent.** As a material part of the consideration to be rendered to Licensor for the use of said Premises, Licensee agrees to pay Licensor a monthly rent of \$_____, due in advance of each month on the _____ day of each month. Said amount shall be paid to the _____ School at _____, California, or otherwise as Licensee is instructed by Licensor. All late payments will incur a 10% penalty.

- 4) **Use of the Premises.** Licensee agrees to use said Premises for the limited purpose of conducting its commercial services and other related activities and for no other purpose without the prior written consent of Licensor.
 - a) Licensee also agrees to use said Premises only during the following times:

_____ - _____ AM to _____ PM.

_____ - _____ AM to _____ PM.

_____ - _____ AM to _____ PM.

Licensee agrees that it shall not use the Premises at other times without the prior written consent of Licensor.

b) After each use of the Premises Licensee agrees to:

- (1) Return all chairs, tables, and other furniture to their prior location and in good order.
- (2) Clean the kitchen floor, sinks, counter tops, and other kitchen equipment or furniture, after Licensee's use of the kitchen area or equipment and furniture.
- (3) Dispose of all food remnants and other trash in the designated trash containers.
- (4) Turn off all lights, heating and air conditioning and kitchen appliances.
- (5) Lock all doors.

c) Licensee shall have the right to use parking spaces or parking areas near or adjacent to the Premises that are designated by Licensor for the use of Licensee and its employees, guests, and invitees. All such parking shall be on a nonexclusive, non-assigned basis and shall be used only during the times specified in this agreement, and for one hour before and one hour after said designated times. Licensee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Licensor or for such other uses as have been designated by appropriate governmental entities as being restricted to certain uses. Licensee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Licensor may from time to time reasonably adopt. At no time will Licensee use any parking spaces for storage or containers of any type or description. Licensor assumes no liability or risk for any damage that may occur to the automobile or other property of Licensee, its employees, invitees, or others in any parking area of the Premises.

d) Unless otherwise indicated herein, Licensee shall use its own sound system.

e) Licensee agrees to pay Licensor for any damage that Licensee's use may cause to any of Licensor's furniture, appliances and equipment.

5) **Prohibited Activities.** Licensee shall, at no time, allow the use, consumption, manufacture or sale of tobacco products, vaping devices (e.g., e-cigarettes), alcoholic beverages, marijuana products, illegal drugs and illegal substances within said Premises and other buildings, other areas and parking lots of Licensor.

- 6) **Tax and Assessments.** Licensor represents that it is a tax-exempt organization and that it is entitled to a religious and/or welfare exemption from property taxes for the Licensed Premises. Licensee, as a “for-profit” entity”, not entitled to the religious and/or welfare exemption agrees to pay and hold Licensor harmless for any property taxes assessed because of loss of exemptions related to that portion of property utilized by Licensee, in addition to the agreed rent. The Licensor agrees to inform the Licensee about the increase in taxes within twenty-five (25) days of such information becoming available to Licensor, and if Licensee does not accept the burden of additional taxes, Licensor shall have the right to terminate this License, without penalty or further obligation to Licensee.
- 7) **Use and Insurance Requirements.** Licensee shall not use or permit said Premises, or any part thereof, to be used for any purpose or purposes other than the agreed purpose for which said Premises are Licensed. Licensee shall not occupy or use said Premises in such a manner that would invalidate or increase the cost of any fire and liability insurance over the normal rates applicable to the activities of Licensee and Licensee shall, at its sole cost, comply with any and all requirements pertaining to the use of said Premises, of any insurance organization or company, necessary for maintenance of reasonable fire and public liability insurance.
- 8) **Licensee's Liability Insurance.** Licensee shall maintain for the duration of this License, at its sole cost, general liability and property damage insurance policies covering said Premises and its use by Licensee in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00) per occurrence with an annual aggregate of THREE MILLION DOLLARS (\$3,000,000.00). All general liability, property damage and fire policies shall name the _____ SCHOOL AND SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, THEIR OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, as additionally named insureds. The policies shall be issued by an insurer rated A Class VII or better. Licensee shall deliver to Licensor certificates of insurance and additional insured endorsements evidencing the existence and amounts of such insurance prior to or on the date of commencement of this License. Licensee shall not use or occupy the Premises until such certificates of insurance and additionally insured endorsements have been delivered.

No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days written notice to Licensor. Licensee shall, at least thirty (30) days prior to the expiration of such policies, furnish Licensor with renewals thereof.

Licensee understands and agrees that Licensor's general liability and property insurance policies do not cover Licensee's personal property housed at the Premises. Licensee understands and acknowledges that Licensee is advised to obtain property contents insurance at Licensee's sole expense to cover Licensee's personal property.

- 9) **Indemnity.** Except for Licensor's gross negligence or willful misconduct, Licensee shall indemnify, protect, defend and hold harmless the Licensor and its officers,

employees, agents and volunteers from and against any and all claims, damages, costs or fees (including attorney's fees) of any kind or nature arising out of or related to the use or occupancy of the Premises by Licensee.

10) **Limitations of Liability.** Licensor shall not be liable for injury or damage to persons or property in or about the Premises, whether such damage or injury is caused by or results from any of the physical or mechanical aspects of the Premises, or from any other cause or any other conditions arising upon the Premises, or from other sources or places, except for the gross negligence or willful misconduct of Licensor. Notwithstanding Licensor's negligence or breach of this License, Licensor shall under no circumstances be liable for injury to Licensee's operations or for any loss of income or profit therefrom.

11) **Assignment.** Licensee shall not assign its rights under this License, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege thereto, or suffer any other person to occupy or use said Premises, or any portion thereof, without the prior written consent of Licensor. Furthermore, this License shall not, nor any interest therein, be assignable, as to the interest of Licensee by operation of law, without the prior written consent of Licensor.

12) **Notices.**

a) Form of Notice. All notices provided for under this License must be in writing and addressed to the parties to this agreement at the addresses shown below;

Licensor: Asset Management Department
 Southern California Conference of Seventh-day Adventists
 1535 E. Chevy Chase Drive
 Glendale, CA 91206

Licensee:

Name

Address

Address

b) Method of Notice. Notices must be given by (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid;

c) Receipt of Notice. A notice will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt or the third business day following mailing.

13) **Attorneys' Fees.** If any action or proceeding at law or in equity is brought to recover any rent or other sums under this License, or for or on account of any breach of or to

enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees as part of the prevailing party's costs.

14) **Counterparts and Facsimile Signatures.** This License may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this License may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

15) **Miscellaneous Provisions.**

- a) This License is subject and subordinate to all existing agreements and to all mortgages and deeds of trust which may now or hereafter affect the real property of which said Premises form a part, and to all renewals, modifications, replacements and extensions thereof. Licensee agrees to execute any instruments for the benefit of Licensor as may be necessary to effectuate this provision.
- b) The waiver by Licensor of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained, and the acceptance of rent shall not constitute a waiver of any breach of any term of this License, except for the payment of rent accepted.
- c) Each party agrees, on demand, to execute and deliver to any other party or parties to this License such other documents and shall take such other action as may be reasonably required to carry out the terms and purposes of this License.
- d) This License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- e) This License supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this License which is not contained herein shall be valid or binding, unless executed in writing, signed by all parties to this agreement, and said agreement, addendum, statement, amendment or promise specifically refers to this License agreement.
- f) Any individual signing this License on behalf of a corporation or partnership represents and warrants that he or she has the full authority to sign this License on behalf of the corporation or partnership which he or she represents and the authority to bind said corporation or partnership to the terms of this License.
- g) The License has been negotiated and entered into in the State of California, and shall be governed by, construed and enforced in accordance with the laws of the State of

California.

- h) **Severability.** If any provision of this License or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this License nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this License on this _____ day of _____, 20_____.

Licensor:

**SOUTHERN CALIFORNIA CONFERENCE
OF SEVENTH-DAY ADVENTISTS**

By: _____
Warren Tetz
Director, Asset/Risk Management
AssetMgmt@sccsda.org; (818) 546-8420

_____ **SCHOOL**

By: _____
 _____, **Principal**
 _____ (e-mail)
 _____ (phone)

By: _____
 _____, **Treasurer**
 _____ (e-mail)
 _____ (phone)

Licensee:

By: _____
 _____ (printed name)
 _____ (title)
 _____ (e-mail)
 _____ (phone)