

ST. JOHN'S CHURCH

FACILITIES RENTAL AGREEMENT

This Agreement is between St. John's Church, 4 Fountain Square, Larchmont, NY 10538 ("Church") and the organization renting space at the Church ("Licensee"). Church and Licensee are collectively referred to herein as the "Parties." In consideration of good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties by their signatures below expressly agree to the terms of this Agreement.

1. Basic Terms

Subject to the terms and conditions of this Agreement, Church hereby grants Licensee a license for the use of the rooms(s) located in Church's facilities. The room(s) to be used, the date(s) and time(s) of use, the amount and timing of payments, number of people involved are set forth in Exhibit A of this Agreement. Licensee agrees that during all times of its use of Church's facilities, employees or other representatives of Church may have access to such facilities to the extent reasonably required in connection with other Church affairs or to determine whether Licensee is complying with the terms of this Agreement.

The undersigned for Licensee warrants that he/she has been given authority to act for and be responsible for Licensee in making this application.

2. Payment Date

Unless Church otherwise agrees in writing, Licensee must make full payment for the use of Church facilities at least two weeks before the date of Licensee's first use of the facilities.

3. Termination

Licensee may terminate this Agreement at any time. However, if written notice of termination is not received by Church at least one week in advance of a scheduled date for use, full payment for such date may be retained by Church if the room(s) in question are not used by another party. Church may terminate this Agreement at any time by giving Licensee at least one month's written notice of termination. Church may also terminate the availability of any room at any time if such room is needed for an unanticipated Church use, such as a funeral or memorial service.

4. Facilities Use Policies

Licensee acknowledges that (a) a copy of Church Facilities Use Policy was provided to it prior to signing this Agreement, (b) it has read the Policy and understands it, and (c) agrees to comply with the Policy.

5. Damages and Security Deposit

Licensee is fully responsible for any damage to Church property, furnishings and equipment and agrees to pay the cost of any repair, painting or other work required as a result of damage caused by the Licensee or its employees, agents, customers, members, students or guests during the use of Church facilities. Church may, at any time, require Licensee to provide a security deposit in such amount as the Church believes is reasonable in view of the intended scope of the Licensee's use of Church facilities. The security deposit, less any amounts necessary for repairs or to pay for any other costs incurred as a result of the breach of

this Agreement (including the failure to return the Church space to the state in which it was prior to the Licensee's use), will be returned to Licensee after the event or the last of the events if Licensee uses the facilities more than once.

6. Indemnification and Insurance

On or prior to the date hereof, Licensee must provide to Church a Certificate of Insurance, signed by the Licensee's insurance agent or broker and satisfactory to Church in all respects, demonstrating that Licensee has liability insurance with limits at least as required in Church's Facilities Use Policies and naming the Church as an additional insured party.

Licensee agrees that in no event will Church be responsible for any injury to Licensee or its employees, agents, customers, members, students or guests, or damage to or loss of property, and claims in respect to any of the foregoing are hereby waived to the fullest extent allowable. Licensee agrees to indemnify and hold harmless Church and its employees, agents, representatives and other affiliates against any cost and expense, including any judgments, fines or amounts paid in settlement as a result of any civil or criminal proceedings, arising out of or related in any way to Licensee's use of or access to Church's facilities.

7. Set-up and Clean-up

Unless otherwise agreed to in writing, Licensee is responsible for preparing Church space for its use, and must clean it and return it to the state it in which it was prior to Licensee's use.

Set-up time allotted to Licensee is one hour prior to event start. If additional time is needed, special arrangements will need to be requested at least ten business days before the event.

If Licensee has engaged the services of a caterer, musicians, or other third parties that will make deliveries, or otherwise need access to the facilities prior to one hour before the start time for the event, the names & contact information of all such persons or companies must be provided to the Church in advance together with time access to building is needed. Note: On-site caterer must provide proof of insurance effective during event.

8. General

Licensee's rights under this Agreement may not be assigned without the written consent of Church. The rights granted hereunder do not constitute a lease, and Licensee has no rights with respect to Church facilities other than those specified in this Agreement.

This Agreement is the complete agreement between the Parties and supersedes any prior written or oral agreements between the Parties, and any amendments or supplements will be effective only if in writing and signed by Church and Licensee.

If there is a dispute between Licensee and Church related to this Agreement, Parties agree to submit this dispute to a mutually agreed upon alternative dispute resolution method for resolution.

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St. John's Church
Facilities Rental Agreement

IN WITNESS WHEREOF, the parties have signed this Agreement on _____, 20 ____.

St John's Church

By: _____

Name (printed): _____

Licensee

Name of Organization: _____

Address of Organization: _____

By: _____

Name (printed): _____

Title: _____