

LICENSING AGREEMENT OF FACILITIES

Between St. Thomas Armenian Church and the Licensee

Permission is hereby granted by ST.THOMAS ARMENIAN CHURCH (hereinafter referred to as Licensor)
TO

(Hereinafter referred to as Licensee) subject to the terms and conditions below for use of the following facilities:

- | | |
|---|------------------------|
| () CHURCH SANCTUARY | () OUTDOOR FRONT LAWN |
| () MEKHJIAN ATRIUM HALL-Banquet Hall | () OUTDOOR SIDE LAWN |
| () ARIYAN HALL (Staged area) - Conference Hall | () CIRCLE PARKING LOT |
| () YOUTH ROOM - Seminar Room | () LARGE PARKING LOT |
| () LIBRARY - Seminar Room | |
| () MEETING ROOMS | |
| () KITCHEN FACILITIES for CATERER - Date _____ (from _____ .m. to _____ .m.) | |

Name of Caterer _____ Phone # _____ Cell # _____

Address _____

1) The usage of the aforesaid facilities shall commence on _____
at ____ o'clock ____ M. and terminate on _____ at ____ o'clock ____ M.

1a) Usage of kitchen partial full

The approximate number of persons attending: _____

2) This licensing agreement authorizes the use of the above premises only for the following activity or event. _____

3) The Licensor and Licensee acknowledge that the Caterer is an independent contractor and is not affiliated with the Church/Licensor or an Agent of the Licensor.

FINANCIAL OBLIGATIONS OF LICENSEE (PERSONS USING FACILITY)

3a) **PAYMENT** options are as follows:

A) **Cash**; B) **Check** ; or C) **Credit Card**

Should the Licensee choose to pay through a credit card, there will be a 2% credit card processing fee which will be transferred to the credit card company.

3b) The basic rental fee for the use of the aforesaid facilities shall be the sum of \$_____. Fifty percent (50%) of the rental fee is due and payable upon execution of this agreement and shall be payable to St. Thomas Armenian Church; the balance plus other expenses is due and payable 30 days before event or usage. The rental fee shall apply only to the hours set forth in paragraph (1) above.

ADDITIONAL FEES AND COSTS

3c) The Licensee shall be obligated to pay the Licensor the additional sum of \$500.00 per hour (overtime) for one hall and \$800.00 per hour (overtime) for two halls of facility usage beyond the hours set forth in paragraph (1). The maximum number of hours for usage of the halls is four (4) hours. If the Licensee asks for an additional one hour extension, an additional \$500.00 or \$800.00 will be charged depending upon the number of the hall(s).

3d) Security Deposit: Up to 199 guests security deposit shall be \$1,000.00 (one thousand dollars) ; 200 guests and above security deposit \$1,500.00 (one thousand and five hundred dollars) . The Security Deposit in whole shall be refundable within 30 days after the event usage unless Licensor's property is damaged, missing or in the event of overtime or extended usage.

3e) **PAYMENT** options are as follows:

A) **Cash**; B)**Check**; or C) **Credit Card**

Should Licensee choose to pay through credit card, there will be a 2% credit Card processing fee which will be transferred to the credit card company.

RECAPITULATION OF CHARGES:

3(a) basic rental	_____
3(b) overtime usage	_____
3(c) other expenses	_____
 TOTAL estimated charges for event or activity	 \$ _____
50% deposit on execution of Agreement (<u>Which is NON-REFUNDABLE</u>)	\$ _____
SECURITY DEPOSIT	\$ 1,000.00 for up to 199 guest
SECURITY DEPOSIT	\$ 1,500.00 for 200 guests and more.
TOTAL DUE NOW	\$ _____
<u>BALANCE DUE 30 days before event or usage</u>	<u>\$ _____</u>

If the balance is not paid 30 days before the agreed upon event date, then the entire amount should be paid in full in cash, three weeks before the event.

4) The Caterer or Licensee must clean all countertops, stovetops and ovens. If any responsible party mentioned in this clause acts adversely or fails to carry out the required act there will be a \$500.00 penalty deductible from

Licensee's security deposit.

5) At the conclusion of the activity and/or event the Licensor shall transmit to Licensee an itemized statement reflecting any charges or cost payable to Licensee in excess of the initial amount paid hereunder in the event that additional charges have been incurred due to extended usage of facilities, other costs or damages.

6) **Special Conditions:**

7) Licensee shall indemnify and hold harmless the Licensor from all claims, damages and attorney fees arising from Licensee's usage of the Licensor's facility.

RULES AND LIMITATIONS OF USAGE

8a) Licensor shall provide tables and chairs which will be set up by Licensor's custodian. The setting plan for the tables and chairs should be provided by the Licensee to the Licensor.

b) No food or drinking permitted in the lobby or hallway areas.

c) No food or drinking permitted on exterior grounds.

d) No use of propane gas or other flammable substance for any purpose upon Church property indoors or outdoors.

e) Music or entertainment to have moderate amplification.

f) Smoking is prohibited throughout the facility.

g) Piano usage is permitted. However, tuning will be at Licensee's cost. No moving of piano without permission. Usage of the balcony organ, chancel organ and Saddler Hall piano shall be as follows:

h) Candles may be used in the Church (Sanctuary) for only decorative purposes without flames.

i) The Caterer and Licensee shall provide separate Certificates of Insurance for general public liability at \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Also, additional coverage should be provided under "dram shop" (alcohol consumption) liability at \$1,000,000.00 per occurrence. St. Thomas Armenian Church shall be listed as insured on both certificates of Insurance. Furthermore, in addition to Certificate of Insurance the Licensee shall obtain Additional Insured Endorsement pursuant to subsection 16a of this Contract.

j) Caterer or Licensee shall also use his/her own warming trays, pots, pans and stenos. Pots and pans in the kitchen cannot be utilized by the Licensee, its caterer(s), contractor(s) or its employee(s). If any responsible party mentioned in this clause acts adversely or fails to carry out the required act there will be a \$500.00 penalty deductible from Licensee's security deposit.

k) In the event that Church Grounds (outdoors) have been rented to the Licensee, the Licensee shall obtain an Insurance coverage and shall provide the Licensor the Certificate of Insurance with the name of St. Thomas included on the Certificate of Insurance.

l) Usage of Rogers Organ is prohibited and is limited only to the St. Thomas Church organist. If the Licensee retains the professional musical services of the St. Thomas Organist, a fee of \$200.00 must be paid to the Church for use of the Chancel Rogers Organ in addition to the Organist's fee, which is to be negotiated with her and paid to her directly.

m) No object or decorations may be affixed to the walls, beams, windows, pews or other structures within the church complex or in the sanctuary. The usage of any sharp objects including but limited to nails, staples or thumbnails are strictly forbidden. Pictures, wall and window covering, etc. may not be disturbed.

n) No use of kitchen preceding date and time set forth in this contract, unless specifically provided for herein.

o) No activities of an illegal nature shall be permitted.

p) The licensee, its contractors, caterers or any subcontractors shall not wash or clean their own or Licensee's pots and pans, utensils, dishes and china sets unless it has been agreed in this Contract. If any responsible party mentioned in this clause acts adversely or fails to carry out the required act there will be a \$500.00 penalty deductible from Licensee's security deposit.

q) We are not responsible in any articles left, lost or stolen from user, vendor or guests before, during & after the event.

r) Any false activation of the fire alarm cause by, but not limited to, smoke or manual activation, will result in the user's leasing deposit being reduced by a minimum of \$400.00 of the actual fines & repairs incurred.

s) No delivery shall be accepted from any party related to the Licensee including the Licensee without prior permission, appointment and notification. The Licensor, St. Thomas Armenian Church, shall have the right to inspect all deliveries at the time of delivery, and if items to be delivered such as tables, platforms, chairs and

the like are not to the satisfaction of the Licensor, Licensor shall have the right to refuse deliveries.

9) Any groups of minors attending the facility or its usage should be supervised by adult chaperons. Children must be accompanied by adults.

10) The Licensor reserves the right at all times to have free access to all parts of the premises and grounds during the date and time of the event or usage.

11) The Licensee and/or outside caterer shall leave the facility clean and orderly and in such condition that gas & electric fixtures are not left in a dangerous or open manner to the extent possible.

12) The usage of dishwasher is not permitted.

13) The security deposit shall be returned to the Licensee within 30 days if the facility is left in satisfactory condition and not the subject of additional charges or damages as set forth in paragraphs (3), (4) & (5) above. The retention of the security deposit shall not be deemed a limitation of the right of the Licensor to recover fully for any and all losses occasioned by Licensee usage.

14) To decorate the Church (sanctuary), if the Church has been rented by the licensee, the Church will be available for the purpose of decoration two (2) hrs. before the scheduled rental hour of the Church. No tacks or tapes may be affixed to the Church pews or to any surface. No items or furnishings within the Church shall be moved. No one has the right to ascend upon or to use the Altar for any purpose. Also, the curtain of the main holy altar shall be covered during the usage of the church.

15) To decorate the hall(s), if the hall(s) has been rented by the licensee, the hall(s) will be available for the purpose of decoration three (3) hrs. before the scheduled rental hour.

16a) Licensee agrees that he/she/they, and not Licensor, will be responsible for any injuries, and infections caused by any disease(s) including but not limited to Covid-19, to its guests, employees, invitees, contractors, caterers, and others and their property, who are in or on the premises (defined herein as the buildings and grounds of St. Thomas Church) during the period that the Premises are being prepared for use and are in use for the licensed event.

b) Licensee agrees not to hold accountable the Licensor or St. Thomas Armenian Church, its Pastor, members of the Parish Council, officers, employees, and members of the Parish for any injury, harm or health problems caused by Covid-19 to the Licensee or Licensee's contractors guests, employees, invitees, caterers and others.

c) Licensee further agrees (i) to assume and hereby assumes responsibility for, (ii) to defend Licensor, its officers, members and employees at its own expense and (iii) to hold harmless and indemnify Licensor, its officers, members, and employees against, any and all liability, actions, suits, claims, expenses and proceedings arising out of Licensee's use of the Premises and/or Covid-19.

d) Licensee's caterers and other contractors are required to provide his/her/their own insurance(s) coverage. Licensee shall obtain a CERTIFICATE OF INSURANCE with ADDITIONAL INSURED ENDORSEMENT from Licensee's Insurance broker and submit them to the Licensor at least 4 (four) weeks before the date of event or affair, and the Certificate of Insurance and Additional Insured Endorsement shall designate the Licensor as an additional insured.

e) Licensee's contractors, subcontractors, caterers, subcontractors of caterers shall provide Certificate of Insurance with Additional Insured Endorsement and the Certificate of Insurance and Additional Insured Endorsement shall designated the Licensor as an additional Insured.

f) Licensee hereby releases (and agrees to indemnify and hold harmless) Licensor St. Thomas Armenian Church, its (pastor, members of the Parish Council) officers, employees, and members from any and all claims, liability, actions, suits, expenses, and proceedings for any and all damage, injury, and other loss arising out of Licensee's use of the Premises and/or COVID-19.

As a condition to the granting of this license to use the premises or church complex, it is understood and agreed to by the Licensee that the Licensor and its representatives shall not be responsible or liable for any acts or omissions by its representatives in connection with the condition or preparation of the premises or the licensing or use thereof.

17) Furthermore, neither party will be considered in default in the performance of its obligations under this Agreement if it's performance is prevented by a cause beyond the reasonable control of the affected party, including, without limitation, severe weather events, acts of God, actions of any government agency, acts of terrorism, and other unforeseen emergencies, Governmental travel bans, epidemics and pandemics that are announced by the USA government, provided that the affected party promptly gives notice to the other party. The Licensor and Licensee will determine whether rescheduling is possible. Where no rescheduling is possible or/and in the event of a cancellation by the Licensee, only 50% of the deposit will be refunded.

18) Licensee must provide necessary protective gears, masks, sanitizers and the likes for the Licensee's guests.

19) All Licensee's contractor(s) including but, not limited to the caterer(s), waiter(s), decorator(s), DJs event planner(s), must provide their own protective gears, sanitizers and a like for their employee(s).

20) Licensee and its contractors must comply with the most current State and Federal guidelines regarding social gatherings and protective steps through their own initiatives. However, the Licensor reserves the right to enforce the Federal and State guidelines.

21) There will be a charge in the amount of \$250.00 for schedule changes to this contract.

Date:

Full Name:

Telephone:

E-Mail:

Address:

Licensee

Licensors

St. Thomas Armenian Church

Jacklyn Baltaian

Sales & Marketing, Event Coordinator