

**License Agreement
Between
ANYTOWN Presbyterian Church
And Reign of God Community Church**

AGREEMENT made and entered into on the ____ day of June 2010 in the State of New York between ANYTOWN PRESBYTERIAN CHURCH, hereinafter referred to as the “Licensor”, having an address at 1 Main Street, Anytown, NY 10000 and Reign of God Community Church, herein after referred to as the “Licensee”, having an address at 2 Main Street, Othertown, NY 10001

1. Licensee shall use only the following areas of Licensor’s property at 1 Main Street, Anytown, NY (“Premises”) during the days and times indicated:

Days: Sundays and Tuesdays
Times: Sundays/12 PM to 2 PM
 Tuesday/7:00 PM to 9:00 PM
Area: Sanctuary and Social Hall

2. Licensee agrees to make monthly payments of \$500 for each and every month of the terms due the 1st day of each month beginning _____, 2010. It is understood that the adequacy of the monthly payment is subject to Session review six months from the date of onset of this agreement and yearly thereafter.
3. Licensee agrees that a late fee of \$50 will be paid to the Licensor if payment is made after the 5th of the month.
4. Upon execution of this agreement, Licensee shall deposit \$2,500 for its faithful performance under this agreement. The security deposited shall bear no interest for the benefit of Licensee and, in view of its insignificance in comparison to the Licensor’s total assets, does not have to be segregated by the Licensor in any special account.
5. Term: The term of this agreement will be month to month.
6. Termination: Both parties to this agreement have the right to terminate the agreement upon 30 days’ written notice to the other party.
7. Licensee shall use and occupy the premises of the Licensor for the purpose of conducting Christian worship services, bible study and related activities and for no other purpose.
8. Licensee agrees to submit a written request for the use of other areas, days or times to the designated representative of the Licensor. Licensee agrees to pay

- Licensors' standard rates for use of other areas of the building for other activities. Approval must be given by the Licensors' designated representative/session.
9. Licensee agrees to be off the premises by 9 PM after all uses at night unless written request for a later time has been made to the Licensors and approved. Approval must be given by the licensors' designated representative/session.
 10. Licensors agree to allow Licensee use of the Sanctuary for special Easter and Christmas services to be coordinated with those of the Licensors.
 11. Licensors reserve the right to cancel Licensee's use of the Premises in severe weather conditions.
 12. Licensors will provide storage for Licensee's music equipment, but Licensee assumes the risk of loss or damage and Licensors shall have no liability in connection therewith.
 13. Licensee shall limit use of the church organ and piano to trained musicians.
 14. Licensee agrees to faithfully observe and comply with the rules and regulations which Licensors communicate to Licensee as being necessary for the reputation, safety, care and appearance of the Licensors, or the preservation of good order therein, or the operation or maintenance of the Licensors.
 15. Access: After a one month trial period, Licensee will be provided with two sets of keys to access the premises and shall be accountable for ensuring that the premises are properly secured on Licensee's departure.
 16. Neither the Licensors nor the Minister, nor any Session member or members or other agents, members, or employees of the Licensors shall be liable to Licensee for any loss, injury or damage to the Licensee or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss and Licensee shall indemnify and hold harmless the Licensors, its Minister, and all Session members, both current and hereafter called, and all other agents, members and employees of the Licensors from and against any and all damages, expenses, fees (including reasonable attorney's fees), liabilities, loss and demands (just or unjust), by reason of personal injury, wrongful death or property damage arising from, out of or in connection with Licensee's use of Licensors' premises.
 17. Licensors shall be exempt from any and all liability for any damage or injury to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or through any part of said leased premises or anywhere on the Church's property, or from any damage or injury resulting or

arising from any other cause or happening, unless said damage or injury is caused by or due to the gross negligence of the Licensor.

18. The Licensee is responsible for leaving the Sanctuary and Social Hall in a clean and orderly condition following use. If the Licensor incurs additional costs for extra cleaning work in the premises required because of misuse or neglect on the part of the Licensee or its employees or visitors, the Licensor may invoice Licensee for such costs. The Licensee is responsible for payment of all associated costs related to the above.
19. The Licensee shall give prompt notice to the Licensor of (a) any occurrence in or about the premises for which the Licensor might be liable, (b) any fire or other casualty in the premises, (c) any damage to, or defect in, the premises, including the fixtures, equipment and appurtenances thereof, for the repair on which the Licensor might be responsible, and (d) any damage to or defect in any part or appurtenance of the Licensor's sanitary, electrical, or heating systems located in or passing through the premises or any part thereof.
20. Any notice, statement, demand, consent, approval or other communications required or permitted to be given, rendered or made by either party to the other, pursuant to this agreement or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this agreement) and shall be deemed to have been properly given, rendered or made only if sent by registered or certified mail, return receipt requested, by U.S. mail and addressed to the appropriate party at the address shown on page one of this agreement.
21. Licensee shall not cause or permit any hazardous materials to be used, stored, transported, relicensed, handled, produced or installed in, on or from the premises of the Licensor. Hazardous Materials, as used herein, shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or material included in the definition of "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials, toxic substances, contaminants, or any other pollutant, or otherwise regulated by any Federal, State or Local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq, the Resource Conservation and Recovery Act 42 W.S.C. sec 6901 and any and all other Industrial Site Recovery or Environmental Cleanup Acts, Air and/or Water Pollution Control Acts, and all other similar existing and future Federal, State and Municipal statutes and ordinances governing the environment.

22. Licensee shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the premises, or do or permit anything to be done in the premises, in any manner (a) which violates the Certificate of Occupancy for the premises or for the Licensor; (b) which causes or is liable to cause damage to the Licensor or any equipment, facilities or systems therein; (c) which constitutes a violation of the laws and requirements of any public authorities, insurance bodies insuring the Licensor, or the general Christian principles espoused by the Presbyterian Licensor; (d) which impairs or tends to impair the character, reputation or appearance of the Licensor; (e) which impairs or tends to impair the proper economic maintenance, operation and repair of the Licensor and/or its equipment, facilities or systems; or (f) which annoys or inconveniences or tends to annoy or inconvenience other occupants of the Licensor and is outside the normal and reasonable use of the premises.
23. Licensee shall not violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect of the Licensor and/or the property therein and shall not do, or permit anything to be done, or keep or permit anything to be kept in the premises which would subject the Licensor to any liability or responsibility for personal injury or death or property damage, or which would increase any insurance rate in respect of the Licensor or the property therein over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Licensor or the property therein in amounts reasonably satisfactory to the Licensor, or which would result in the cancellation of or the assertion of any defense by the insurer in whole or in part claims under any policy or insurance in respect of the Licensor or the property therein.
24. Licensee, at its expense, shall maintain at all times during the term of this agreement Public Liability Insurance in respect of the premises and the conduct or operation of Licensor services and uses therein, with the Licensor, as additional named insured, with limits of not less than \$2,000,000 for bodily injury or death to any one person and \$2,000,000 for bodily injury or death to any number of persons in any one occurrence, and \$100,000 for property damage. Licensee shall deliver to the Licensor, and any additional named insured, such fully paid-for policies or Certificates of Insurance, in form satisfactory to the Licensor, issued by the insurance company or its authorized agent, at least within one day prior to the commencement date of this agreement. The Licensee shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Licensee shall deliver to the Licensor, and any additional named insured, such renewal policy at least ten days before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Licensor, and any additional named insured, are given at least twenty days prior written notice of such cancellation or modification.

25. At all times while this agreement is in force, Licensee will, at its own cost and expense, provide and keep in force Worker's Compensation Insurance and Disability Insurance covering all of the Licensee's employees working in the premises, and any other insurance now or hereafter required by Federal State and Municipal authorities or any of their departments having jurisdiction thereof.
26. At all times during the term of this agreement, Licensee will comply with all requirements of the Federal Occupational Safety and Health Act of 1970.
27. Licensee will provide proof of Automobile Insurance Coverage applicable to vehicles coming onto Licensor premises which are registered to Licensee.
28. Licensee will provide proof of Personal Property Insurance applicable to any personal property Licensee may store on the premises of the Licensor while this agreement is in force.
29. This agreement sets forth the entire agreement between the parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified except by a writing signed by both parties.
30. This agreement shall be binding upon and ensure to the benefit of the parties hereto their successors.
31. The parties consent that all parties shall be deemed to have drafted this License Agreement in order to avoid any negative inference or restrictive construction being imposed by the Court against either party for being the sole draftsman of this agreement.
32. It shall be expressly understood that the failure of Licensor to insist upon a strict performance of any of the terms, conditions and covenants of this Licensing Agreement shall not be deemed a waiver of any rights or remedies the Licensor may have and shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

ANYTOWN PRESBYTERIAN CHURCH (LICENSOR)

BY	TITLE	DATE
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REIGN OF GOD COMMUNITY CHURCH (LICENSEE)

BY	TITLE	DATE
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