

## A GRANT OF LICENSE

### Template

The First Presbyterian Church, an Ecclesiastical Corporation, organized and existing under the laws of the State of Michigan, having its principal office located at 529 Hendrie Blvd., Royal Oak, Michigan 48068, in the City of Royal Oak, County of Oakland, State of Michigan, hereinafter called "Licensor", and City of Royal Oak hereinafter called "Licensee".

1. **Contract Dates** - The herein grantor/Licensor and grantee/Licensee enter into this Agreement on **Date** subject to the following conditions contained in this License. This Grant of License shall not extend beyond **end date**.
2. **Space** - The herein Licensee shall have the right to use the Following designated areas/rooms, **Room** during the days, dates, and times herein specified;
3. **Rental Dates/Times** - a.) **Dates and Times** b.) Additional time and space for special occasions may be granted to regular long-term use Licensees, to be negotiated with the Building Use Supervisor/custodian/security personnel.
4. **Purpose** - The Licensor gives permission, revocable and terminable at will, at any time, for any reason, to allow the Licensee to enter onto the land of the Licensor, described as The First Presbyterian Church, located at 529 Hendrie Blvd., for the purpose of using the herein specified area(s) during the specified time, for the purpose of **Purpose**. Please refer to "REVOCATION OF LICENSE" form on file in office.
5. **Costs** - The Licensee shall for the grant of said permission to Use Licensor's premises, agree to pay a licensee cost to the Licensor, as Follows: **Rental Fee** TOTAL COST due by **Rental Fee Due Date**, payable to First Presbyterian Church of Royal Oak. If room is not cleared by contracted end time, the additional cost will be billed after the event.
6. **Title** - a. The Licensee acknowledges that the Licensor has title to the above-described premises, and agrees not to contest or deny said Licensor's title, whatsoever. Additional, b. Licensee shall initial to signify acceptance of Fees use and cost. The Licensee shall pay, in addition to the cost previously stated, a **cost for the following**:
  - \_\_\_\_ 1.) **Security** - Security when the building is not normally staffed will Cost an additional amount of sixteen (\$16.00) dollars per hour.
  - \_\_\_\_ 2.) **Custodian** - Custodian, to provide room setup and takedown, will Cost an additional amount of fifteen (\$15.00) dollars per hour.
  - \_\_\_\_ 3.) **Access** - The Licensee agrees to the hereinafter following conditions and requirements of the Licensor:
    - a) **Access** - Access to the building shall be gained only from a designated security person.
    - b) **Parking** - The parking of motor vehicles in the lot shall be confined to designated spaces provided. Parking a motor vehicle in the aisles or in the fire lane is prohibited by law.
    - c) **Smoke-Free Environment** - All areas of the church building, including all vestibules and entryways, are designated as "Smoke Free Environments". Smoking is restricted to Outside of the church building. Smokers are requested to deposit their cigarette butts in the designated containers, located outside the entryways near the Fireside Room or carry them away with them.
    - d) **Phone Calls** - Telephones are to be used only for church business. In the event of an emergency, only the security person or key holder is authorized to make such a call.
    - e) **Setup Time** - In the event the Licensee elects to set up for their own event, the Licensee shall be permitted to enter the building to set up the rooms as negotiated with the Building Use supervisor. In the event that custodial setup service is requested, then written instructions must be given to the Building Use Supervisor, regarding said setup, i.e. chair and table arrangement, at least seven (7) days prior to said event.

- f) **Nuisance** - The Licensee shall not allow or permit any of its guests, invitees, employees, agents, or any person or persons attending the Licensee's activity on the property of The First Presbyterian Church to engage in any disorderly conduct or to commit any nuisance on the premises.
- g) **Solicitations** – The Licensee shall not engage in solicitation either directly, or indirectly, towards the staff, volunteers, or congregation of the church.
- \_\_\_\_ 4.) **Equipment Rental** - Dishes, china, glasses, and silverware, if used, will cost the amount of sixty (\$60.00) dollars.
- \_\_\_\_ 5.) **The Loft** – The Loft will only be rented out to active participants of the congregation. Event Participants must be ages 9 and up. Events are limited to 15 participants with an adult/child ratio of 1 to 3. A damage deposit of \$50 is to be written on a separate check and paid at the same time as the building rental fee.
- \_\_\_\_ 6.) **Limits** - The Licensee shall confine all activities to the designated space, and shall require all participants to abide by this restriction.
- \_\_\_\_ 7.) **Damages** - The Licensee agrees to bear the full replacement cost for any and all damage to Licensor's building, property, furnishings, and appurtenances resulting from the activity or actions of any person or persons on the premises in relation to the approved building use.
- \_\_\_\_ 8.) **Animals** - The Licensee agrees that animals of any kind or size are allowed only with prior permission from the Liability Session of The First Presbyterian Church or its designated representative.
- \_\_\_\_ 9.) **Liability** - The Licensee agrees that any personal property of said Licensee left on the premises is left at their risk with no liability accruing on the part of the Licensor.
- \_\_\_\_ 10.) **Hold Harmless** - The Licensee agrees to adhere to the following “Hold Harmless Agreement: “The Licensee shall indemnify and hold harmless the Licensor, from any and all loss, any and all costs, including attorney fees, any and all damages, expenses and liability, including statutory liability and liability under Workers Compensation Laws, in connection with any and all claims for damages, as a result of any injury, or any death, of any person, or any property damage sustained, by any individual claiming, by right of the Licensee, or any other persons, which in any matter or any way, arise from the Licensee's use of the property of the Licensor. This shall include any and all damages, or any and all claims, arising out of any act or neglect, on or about, The First Presbyterian Church, by the Licensee, its agents, employees, customers, or invitees.”
- \_\_\_\_ 11.) **Insurance** - The Licensee agrees to furnish written proof of current liability and casualty insurance for the benefit of the Licensee, to insure the Licensee for the entire period of time and during the period of time the Licensee is to use the Licensor's premises.
- \_\_\_\_ 12.) **Oakland County Health Department** – All Oakland County Health Departments health codes must be followed including posting a current food handlers license in the office.
- \_\_\_\_ 13.) **OTHER** – Supply a waiver regarding Youth Safety Policy (THIS NEEDS TO HAVE VERBIAGE CORRECTION)