

BRENTWOOD OAKS CHURCH OF CHRIST / BRENTWOOD CHRISTIAN SCHOOL LICENSE TO USE FACILITIES AGREEMENT

THIS LICENSE TO USE FACILITIES AGREEMENT (“Agreement”) is entered into on the ____ day of _____, 20XX, by and between the Brentwood Oaks Church of Christ/Brentwood Christian School (“Brentwood”) and the _____ (“_____”). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

1. GRANT. Subject to the terms and conditions of this Agreement, Brentwood hereby grants to _____ a license to use the following portions of the Brentwood facilities located at 11908 North Lamar Blvd., Austin, Texas 78753 (the “Licensed Facilities”) on the following dates and times. This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

Date	Time	Facility
Month 00, 20XX	00:00 p.m.-00:00 p.m.	Insert Facility Here

2. USE. _____ shall use the Licensed Facilities solely for purposes related to INSERT TYPE OF USE. _____ will coordinate with Brentwood to arrange for the use of any Brentwood equipment and of any equipment to be brought into the Licensed Facilities. _____ acknowledges that it has received, read, and agrees to comply with the terms of the “Brentwood Christian School Facility Use Policy” attached hereto, and further agrees that its use of the Licensed Facilities will be subject to the following conditions:

- a. _____’s use of the Licensed Facilities shall be in compliance with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations.
- b. _____’s use of the Licensed Facilities shall be in compliance with the Brentwood Christian School Facility Use Policy.
- c. _____’s use of the Licensed Facilities shall be consistent with the missions of Brentwood. Non-Christian images, statues, idols, or depictions will not be allowed either inside or outside the Center for Science and the Arts and non-Christian religious or traditional ceremonies cannot be performed in the Center for Science and the Arts Theater. Content of any performances must not include or promote behavior that is inconsistent with the Judeo-Christian faith.

3. LICENSE FEE. _____ shall pay to Brentwood as a license fee for the use of the Licensed Facilities the sum of \$____,000.00 (the “Facility Use Fee”). A deposit of \$350 is due at the time of contract execution, according to the cancellation terms outlined in Section 8, which sum shall be applied by Brentwood to

the Facility Use Fee upon completion of this Agreement. The balance of the Facility Use Fee (\$_,000) shall be paid in full no later than Month 00, 20XX.

4. INSURANCE. ___ agrees that she shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000, per occurrence, \$1,000,000 in the annual aggregate, which also names Brentwood as an additional insured. Such insurance policy shall be carried with a company licensed to do business in the State of Texas, and shall be non-cancelable and not subject to material change except after thirty (30) days' written notice to Brentwood. ___ shall deliver to Brentwood a duly executed certificate of insurance upon request.

5. INDEMNIFICATION. ___ shall indemnify, defend and save harmless Brentwood, its Trustees, officers, agents, and employees from and against any and all loss, cost (including attorneys' fees), damage, expense or liability (including statutory liability and liability under workers' compensation laws) in connection with any claims, judgments, damages, penalties, fines, liabilities, losses, suits, or administrative proceedings, arising out of or based on any alleged or actual act or neglect by ___, its agents, employees, contractors, licensees, invitees, or representatives, in, on or about the Licensed Facilities. This indemnity shall survive the termination of this Agreement. ___ hereby releases Brentwood from any and all liability or responsibility to ___ or anyone claiming through or under ___ by way of subrogation or otherwise for any loss or damage to equipment or property of ___ covered by any insurance then in force.

6. "AS-IS" CONDITION. ___ agrees to accept the Licensed Facilities in its "as-is" condition "with all faults." The Licensed Facilities are provided "AS IS," "WHERE IS," and without warranty as to their suitability for ___'s intended use. ___ shall be responsible for the repair and/or replacement of the Licensed Facilities to the extent such repair or replacement is the result of ___'s (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Brentwood agrees to maintain cleanliness and repair of Licensed Facilities as existing at the time of execution of this agreement. ___ shall deliver the Licensed Facilities to Brentwood in as good condition as when received by ___, ordinary wear and tear excepted.

7. NO ASSIGNMENT OR SUBLICENSING. This Agreement is for the sole benefit of ___ and Brentwood, and ___ may not assign any interest in this Agreement, or otherwise transfer or sublicense the Licensed Facilities or any part thereof, or permit the use of the Licensed Facilities to any party other than ___, its agents, contractors, employees, invitees, and subcontractors.

8. CANCELLATION.

a. ___ may cancel this Agreement at any time up to 30 days prior to Month 00, 20XX by providing written notice of such election to Brentwood, at no cost to ___, and upon receipt of such notice Brentwood shall return the funds that ___ has deposited pursuant to this Agreement.

b. ___ may cancel this Agreement less than 30 days, but at least 15 days, prior to Month 00, 20XX, by providing written notice of such election to Brentwood. Upon such cancellation, ___ shall forfeit and not recover the funds that ___ has deposited pursuant to this Agreement, but shall have no obligation to pay the remaining amount of the Facility Use Fee.

c. _____ may not cancel this Agreement less than 15 days prior to Month 00, 20XX. Unless _____ has provided written notice of cancellation prior to 15 days prior to Month 00, 20XX, as provided in subsections a. and b. above, _____ shall be obligated to pay the full Facility Use Fee as stated herein.

9. FORCE MAJEURE. If Brentwood or _____ is prevented from fulfilling its obligation under this Agreement due to an event of Force Majeure, the party so prevented will be relieved of its obligations under this Agreement without penalty. Events of Force Majeure include acts of God, acts of the public enemy, sabotage, material or fuel, war, insurrection, riot, fire, storm or flood, explosion, lightning, any other catastrophes, any failure or threat of failure of facility, any law, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any event beyond the control of either party hereto that prevents that party from performing an obligation hereunder.

10. INTERFERENCE AND RIGHT OF ENTRY. _____ shall use the Licensed Facilities in a manner that shall not cause interference with the use or occupancy of the other portions of the Facilities by Brentwood or others in any way. _____'s use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Brentwood in maintaining the Facilities. Brentwood, and those persons authorized by it, shall have the right to enter the Licensed Facilities at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons.

11. RESTORATION. If any damage occurs to the Licensed Facilities, or if any repairs or replacements need to be made to the Licensed Facilities as a result of _____'s exercise of its rights under this License, _____ shall pay Brentwood for any such damage, repairs, or replacements upon demand by Brentwood.

12. NOTICE. Any notices required to be given under this Agreement shall be made in writing and delivered by hand , first class mail, or e-mail to the following addresses:

If to Brentwood:

Brentwood Christian School
ATTENTION: Jay Burcham
11908 North Lamar Boulevard
Austin, Texas 78753

If to _____:

Name:
Address: Insert Address Here
Building _ Ste. 100
_____, TX ZIP
E-mail: __ and __

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Travis County, Texas.

14. ENTIRE AGREEMENT. This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. Any amendment or modification to this Agreement must be made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR:

Brentwood Oaks Church of Christ/Brentwood Christian School

By: _____

Name: Jay Burcham

Title: President, Brentwood Christian School

LICENSEE:

Name of Licensee Organization

By: _____

Name: Insert Name

Title: _____