

NON-EXCLUSIVE SPACE USAGE AGREEMENT AND LICENSE

This License Agreement (this “**Agreement**”) is dated _____, 20____, between Sound Beach Property Owner’s Association, Inc. a New York Not-For-Profit, having an address at 1 Clubhouse Drive, PO Box 213, Sound Beach, New York 11789 (“**Licensor**”) and _____, a _____ [type of organization], having an address at _____ (“**Licensee**”).

Licensor hereby licenses to Licensee, on a non-exclusive basis, the use of the Licensor’s Clubhouse hall (with limited, pre-approved use of the lawn, and use of the parking area for personal vehicles during the Term, collectively referred to as the “**Premises**”) located at 1 Clubhouse Drive, Sound Beach, New York.

1. Identification. Licensee shall be at least twenty-five years old, provide two forms of valid identification, including a valid New York State identification, and a second form of valid identification, such as a major credit card. Licensee shall provide a current home address (having the same address as the identification) and home phone number. Licensee shall reserve and pay the license and damage deposit fees with a major credit card via Licensor’s website (www.sbpoa.org). Licensee shall produce the original forms of identification initially provided to enter into this Agreement to gain access to, and use of, the Premises.

2. Term. Licensor licenses the use of the Premises to Licensee solely for the following dates and times: _____ (the “**Term**”) solely for not-for-profit events.

3. Usage Fees. Licensee shall owe Licensor a fee of \$ _____ for use of the Premises. Licensee’s use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. Licensee shall also pay a damage deposit of \$ _____, which may be returned in part or in full, solely at Licensor’s discretion, after Licensee’s use of the Premises.

4. Use of Premises.

a. During the Term, Licensee shall have the non-exclusive use of the Premises for the following purpose(s): _____ (the “**Permitted Purpose(s)**”).

b. Licensee agrees to restrict its use to the Permitted Purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the consent of the Licensor.

c. Licensee covenants and agrees:

(i) **Condition of Premises.** To quit and surrender the Premises and all equipment therein to Licensor at the end of the Term in the same condition as the date of the commencement of the Term, ordinary use and wear thereof only excepted.

(ii) **Rules and Regulations.** To abide by and conform to all rules and regulations from time to time adopted or prescribed by Licensor for the governance and management of Premises. Licensee is provided with a copy of the rules and regulations concurrently with this Agreement.

(iii) **Liability.** To save Licensor harmless from and to indemnify it against any claim or liability for any use arising in connection with the use of the Premises by Licensee, its agents, servants, invitees, and employees. Licensee further agrees to hold Licensor harmless for any

injury, loss, or damage to any person or property on the Premises or by virtue of any act, error, or omission of Licensor, whether the same is caused by or results from the carelessness, negligence, or improper conduct of Licensor, its agents or employees.

(iv) **Amounts Due.** To pay Licensor on demand any sum which may be due to Licensor for additional service, accommodations, or materials furnished or loaned by Licensor.

(v) **Alcoholic beverages.** To not cause or allow alcoholic beverages of any kind to be sold and/or provided to minors, and all use must comply with all applicable federal, state and local laws and regulations.

(vi) **Improvements.** To not drive or permit to be driven nails, hooks, tacks or screws into any part of the Premises or equipment contained therein and to not make nor allow to be made any alterations, additions or improvements of any kind in, to or about the Premises or any equipment contained therein.

(vii) **Damage to Premises.**

(x) To assume full responsibility for the character, acts, and conduct of persons admitted to the Premises, including damage to any portion of the Premises or any equipment therein, by the consent of Licensee or by or with the consent of any person acting for or in behalf of Licensee.

(y) To not injure, nor mar, nor in any manner deface the Premises or any equipment contained therein, and to not cause or permit anything to be done whereby the said Premises or equipment therein shall be in any manner injured, marred or defaced.

(z) If the Premises or any portion thereof or any equipment contained therein during the Term is damaged by the act, default or negligence of Licensee, or of Licensee's agents, employees, patrons, guests or of any person admitted to the Premises by any of them, Licensee shall cause the Premises and/or equipment to be returned to their condition as existed upon the execution hereof.

(viii) **Seating Capacity.** To not admit a larger number of persons to the Premises than the seating capacity thereof will lawfully accommodate.

(ix) **Discrimination.** To not discriminate in its membership or methods of conducting business with respect to race, color, age, handicap, sex, marital status, national origin or veteran status.

5. Ordinances and Statutes. Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Licensee.

6. Assignment and Sublicensing. Licensee shall not assign this Agreement or sublicense any portion of the Premises.

7. Entry and Inspection. Licensee's use of the Premises is non-exclusive, and Licensor may enter at any time and for any purpose while Licensee is utilizing the Premises or at any other time.

8. Nuisance. Licensee shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Licensor's use of the Premises.

9. Liability/Indemnification of Licensor. It is expressly understood and agreed by and between the parties hereto that in no case shall Licensor be liable to Licensee, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or by virtue of any act, error, or omission of Licensee, whether the same is caused by or results from the carelessness, negligence, or improper conduct of Licensee, its agents or employees or otherwise, Licensee hereby taking all risk and indemnifying Licensor for any such damage or injury. Licensee agrees to hold Licensor harmless from any claims for damages, caused by the act, error, or omission of Licensee, its agents, employees, assigns, invitees or otherwise.

10. Independence of Licensee. It is expressly understood and agreed by and between the parties hereto that Licensee is not an agent, employee, representative, owned, operated, sponsored, a business affiliate, or otherwise under the direction or control of Licensor. Licensor has no authority or control over any aspect of Licensee's operations, except as provided in this Agreement. Licensee is an entity entirely independent of Licensor related only by the independent contractual terms of this Agreement.

11. Warranties by Licensor. Licensor represents and warrants that it is the owner of the Premises and has the authority to enter into this Agreement. It is expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of Licensor, and there are no verbal agreements whatever between Licensor and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument. The Premises are being provided "AS IS, WHERE IS".

12. Default. If Licensee fails to abide by and perform all covenants, stipulations and conditions of this Agreement, Licensor may, at its option, immediately terminate and end this Agreement and the license hereby granted, and all rights and interest of Licensee thereunder forthwith.

13. Expiration. At the expiration or termination of this Agreement, as herein provided, Licensee will, within 8 hours, remove any of Licensee's property located at the Premises. Additionally, Licensee shall surrender Premises in the same condition as when it took possession. Any property not timely removed upon expiration of the Term may be retained or disposed of by Licensor as it sees fit.

14. Notices. Any notice which either party may or is required to give, shall be given in writing and shall be given by recognized overnight courier or certified mail- return receipt requested to Licensee or Licensor at the addresses shown below, or at such other places as may be designated by the parties from time to time.

15. Governing Law and Venue; Legal Fees. This agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. Each of the parties hereto agrees that any legal proceeding arising out of the terms of this Agreement will be commenced in the courts located in Suffolk County, New York. Each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of such courts, waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the State of New York, and waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The prevailing party in any dispute will be entitled to recover from the losing party its costs (including reasonable costs of collection, attorneys' fees and investigative fees).

16. Severability and Enforceability. The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

17. Entire Agreement; Amendment. The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

18. Termination. LICENSOR RESERVES THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME WITHOUT CAUSE UPON THIRTY (30) DAYS ADVANCE NOTICE OR IMMEDIATELY IF FOR CAUSE AS DETERMINED BY LICENSOR IN ITS SOLE DISCRETION.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Sound Beach Property Owner's Association

By: _____

Name:

Title:

WITNESS:

LICENSEE

By: _____

Name:

Home Address and Mailing Address (if different):

Home Phone Number:

Business Address:

Business Phone Number: