

FACILITY USE AGREEMENT

Licensed Premises: Portion of the All Saints Campus (the “Property”) located at 555 Waverly Street, Palo Alto, CA, know as the [Sanctuary / Parish Hall/ Parish Hall Kitchen / Fireplace Room / Library / Nursery / Room 20 / Room 21 / Room 23 / Youth Room / Multipurpose Room] (the “Licensed Premises”).

User: _____

Time of Use: Date(s) of Use: _____
[state specific date or range of dates, as applicable]

Time of Use: _____

Fee: Use Fee: \$_____. [per session]

Custodial Fee: \$_____. [per session]

Security Deposit: \$_____.

Additional Services per attached Schedule \$_____.

Payment Terms
(select applicable arrangement):

- User shall pay: (i) half of the Use Fee upon signing this Agreement, such amount being non-refundable, and (ii) the remaining half of the Use Fee, the Custodial Fee and the Security Deposit in advance of the first day of use. [Select for non-recurring User].
- User shall pay: (i) the Use Fee upon signing this Agreement, such amount being non-refundable, and (ii) the Custodial Fee and the Security Deposit in advance of the first day of use. Thereafter, the Use Fee and Custodial Fee shall be paid prior to each session.
- User shall pay: (i) the Use Fee monthly with half of the Use Fee applicable to the first month paid upon signing this Agreement, such amount being non-refundable, and (ii) the remaining half of the Use Fee applicable to the first month, the Custodial Fee and the Security Deposit in advance of the first day of use. Thereafter, the Use Fee and Custodial Fee shall be paid in advance on the first day of each month.

1. Fees. User shall pay All Saints the Fees without counterclaim, setoff or demand. The Fees shall include charges for customary building services and customary custodial services associated with the use of the Licensed Premises, as reasonably determined by All Saints.

2. Term. All Saints may revoke this Agreement for cause at any time upon written notice to User. User acknowledges that User has a revocable license to enter onto the Licensed Premises for temporary

use and is not a tenant. User shall surrender the Licensed Premises to All Saints on the earlier of (a) the last day and time of permitted use or (b) the date this Agreement is terminated by All Saints. User acknowledges that time is of the essence in surrendering and vacating the Licensed Premises. If User remains in the Licensed Premises after this Agreement expires or terminates, User shall be responsible for all damages and costs incurred by All Saints as a result of such unauthorized occupancy.

3. Security Deposit. User shall deposit the Security Deposit with All Saints, as security for performance of User's obligations under this Agreement. If User fails to pay Fees or otherwise defaults under this Agreement, All Saints may apply or retain all or any portion of the Security Deposit as necessary to pay any amount due and/or to reimburse or compensate All Saints for any liability, expense, loss or damage which All Saints may suffer or incur. If All Saints applies all or any portion of the Security Deposit, then within ten (10) business days after written request User shall deposit with All Saints an amount sufficient to restore the Security Deposit to the full amount required by this Agreement. All Saints shall not be required to keep the Security Deposit separate from its general accounts and no part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment of any monies to be paid by User under this Agreement.

4. Surrender of Licensed Premises; Repair of Damage. User shall surrender the Licensed Premises in good order and condition. User will be responsible for the costs to repair, replace and/or clean damaged, destroyed or soiled property which occurred during User's use of the Licensed Premises. As soon as reasonably possible after User has surrendered the Licensed Premises, All Saints shall inspect and repair, replace and/or clean any damaged, destroyed, or soiled property, which costs will be paid from the Security Deposit. Any unused portion of the Security Deposit will be refunded to User. If the Security Deposit is not adequate to pay for such repairs, replacements or cleaning, User shall immediately pay the balance of such costs to All Saints. Any furniture or equipment remaining in the Licensed Premises after the expiration or earlier termination of this Agreement shall be deemed abandoned and shall become the property of All Saints without payment.

5. Terms of Use. The Licensed Premises may not be used in any manner that is contrary to the mission of All Saints. User agrees to use and occupy the Licensed Premises in accordance with all applicable municipal, state and federal laws and All Saints' Rules and Regulations, a copy of which is attached hereto and incorporated herein.

6. Condition of Licensed Premises. User accepts the Licensed Premises in its current "AS IS" condition, and All Saints has no obligation to make any improvements therein. User shall make no alterations or improvements to the Licensed Premises.

7. Access. All Saints and its agents reserve the right to enter and examine and show the Licensed Premises, and to perform work in the Licensed Premises if necessary during business hours upon prior notice to User, except in the event of an emergency then at any time and without notice.

8. Waiver of Claims; Indemnity. All Saints shall not be liable or responsible in any way for, and User waives all claims against All Saints (or any affiliate of All Saints) and assumes all risk arising out of the loss or damage to any property belonging to User or its employees, agents, invitees, or any other person, or for any death or injury suffered or sustained by User or any employees, invitees or agents of User or any other person, from any cause whatsoever occurring on the Licensed Premises or Property, except in the event caused by the negligence or willful misconduct of All Saints. User shall indemnify, defend and hold harmless All Saints (or any affiliate of All Saints) from and against any and all claims, liabilities, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees), caused by or arising out of the activities of User, its agents, employees or invitees on the Licensed Premises or Property or User's breach of this Agreement. The obligations hereunder expressly survive the termination of this Agreement for any reason.

9. User's Insurance. As a condition to entry onto the Licensed Premises, User shall maintain comprehensive general liability insurance coverage under which User is named as the insured and All Saints and its designated affiliates are named as additional insureds, insuring against all claims, demands or actions for

injury, death and property damage in the minimum amount of \$2,000,000 per occurrence and in the aggregate. Upon request, User shall provide a certificate evidencing such insurance. Any insurance carried by either party with respect to the Licensed Premises or property or occurrences at the Licensed Premises shall include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured hereunder prior to occurrence of injury or loss. Each party hereby waives any rights of recovery against the other for injury or loss due to hazards covered by such insurance to the extent of the indemnification received thereunder. If instead the Licensed Premises is being used for non-recurring use (e.g. one day only), then in lieu of the requirement to maintain comprehensive general liability insurance coverage, User shall maintain event liability insurance coverage under which User is named as the insured and All Saints and its designated affiliates are named as additional insureds, insuring against all claims, demands or actions for injury, death and property damage in the minimum amount of \$1,000,000. Upon request, User shall provide a certificate evidencing such insurance.

10. No Assignment. This Agreement is personal to User and User shall not assign, sublicense, or transfer any of its rights under this Agreement or permit any other party to use or occupy the Licensed Premises, without the prior written consent of All Saints. All Saints may transfer its rights and obligations under this Agreement to a successor owner of the Property.

11. All Saints' Interest in the Property. User agrees to look only to All Saints' interest in the Property for satisfaction of any claim against All Saints, or its successors, and not to any other property or assets of All Saints, or its successors. No direct or indirect owner of All Saints, nor any agent, employee, representative, manager or advisor of All Saints, shall have any liability under this Agreement. In no event shall All Saints, or its successors, be liable for any consequential damages.

12. Governing Laws; Prevailing Party. This Agreement shall be construed, interpreted and governed by the laws of the State of California. In the event any legal action is commenced in connection with this Agreement or the Licensed Premises, whether in contract or in tort, the prevailing party (as determined by the referee or court) shall be entitled to recover from the losing party all reasonable costs and expenses incurred, including but not limited to reasonable attorneys' fees, in addition to all other relief and remedies to which the prevailing party may be entitled.

13. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the temporary use of the Licensed Premises by User and all prior agreements related to such use which are not contained in this Agreement are terminated.

<p>All Saints:</p> <p>ALL SAINTS' EPISCOPAL CHURCH</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>User:</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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All Saints
Fee Schedule

Space	Hourly Fee	
	501(c)3's	Others
Sanctuary	\$125*	\$150*
Parish Hall (capacity 206 people)	\$125*	\$150*
Parish Hall Kitchen	\$50*	\$75*
Fireplace Room	\$30*	\$60*
Library	\$50	\$80
Nursery	\$35	\$45
Room 20	\$20	\$35
Room 21	\$20	\$35
Room 22	\$20	\$35
Room 23	\$20	\$35
Y Room (26 & 27)	\$40	\$70
MP Room (28 & 29)	\$40	\$70
	Additional Hourly Fee *	
Custodial Fee	\$30	\$30

Notes:

1) Custodial fees quoted are during regular business hours. Evenings, weekends, and holidays subject to additional charges.

2) Additional Equipment/Materials/Supplies:

- a) Easel - \$2.00 per day
- b) Overhead Projector - \$10.00 per day
- c) Portable Public Address System - \$10.00 per day
- d) Television/VCR/DVD Unit - \$10 per day
- e) Upright Piano - \$20 per day

3) Fees, Deposits and Cancellations:

- a) In order to hold a date, a non-refundable advance reservation fee of 1/2 of the total fee is due with the rental agreement, unless the parties have agreed to a different arrangement in the Agreement.
- b) The security deposit, any custodial fees, and the remaining 1/2 of the total fee shall be paid on or prior to the first date of use, unless the parties have agreed to a different arrangement in the Agreement.
- c) If the facilities are left in the same condition as found, the Security Deposit shall be returned.
- d) If there is a cancellation, the reservation fee shall only be refunded if we are able to re-book the date.

All Saints
Rules and Regulations

- 1) The Palo Alto Fire and/or Municipal Code states:
 - a) All exit doors must be unlocked during events.
 - b) Smoking is not allowed on the premises.
 - c) Parish Hall capacity: 206 persons

- 2) Food and drink:
 - a) The only alcoholic beverages permitted are champagne, beer, and wine.
 - b) Ice chests, tubs of ice, and beer kegs may not be allowed to drip or condense on wood floors. Large spills should be cleaned up immediately.
 - c) Food and drinks are not permitted on or around the piano.

- 3) Decorations:
 - a) No scotch tape or duct tape may be used on walls, floors, glass, or woodwork. Use only masking tape.
 - b) No nails, tacks, screws, hooks, etc. should be installed on any part of the building. Contact the facilities coordinator for assistance in any special decoration needs.

- 4) All garbage and trash must be placed in the dumpsters.
 - a) Boxes must be broken down and flattened before disposal.
 - b) Cans and glass/plastic bottles must be put in the respective recycling bins or removed from the premises by the renter. They should not be placed in the garbage.

- 5) Any cleaning beyond the standard necessary after an event will be charged to the Renter's Damage and Cleaning Deposit.

- 6) All chairs and tables must be returned to their original positions or on the chair racks, tables on their carts.

- 7) All rented items brought in from other vendors must be removed from the premises immediately after the event.

- 8) Upon departure, please:
 - a) Be sure all stove and oven burners are turned off.
 - b) Turn off all interior lights but leave on all exit lights.
 - c) Lock all windows and exit doors.

- 9) After you have locked up, please drop the key through the office mail-slot unless otherwise directed by the Facilities Coordinator. There is a \$25.00 fee for replacing lost keys.