

USE OF SPACE AGREEMENT

In consideration of the obligations to be undertaken hereunder, the Landlord, hereinafter called the "Licensor", hereby agrees to permit use of the community space hereinafter defined as the "Premises" to _____, hereinafter called "licensee", upon the following terms and conditions:

GENERAL PROVISIONS

Article I: Premises

- A.** The Premises are located at the _____ Housing Development, which is owned by the Licensor and commonly known as: _____

- B.** The term "Premises", for purposes of this Agreement, shall be limited to the following community space at the above named Housing Development:

- C.** The Premises shall include all facilities, equipment, furnishings, fixtures, appurtenances and supplies located upon the Premises as of the effective date of this Agreement. Licensee shall supply its own equipment, furnishings, etc., where applicable, and upon written approval of Licensor.

- D.** Prior to the execution of this Agreement, the Licensor shall conduct an inspection of the Premises. The inspection will be conducted by the Licensor prior to leasing.

- E.** After the completion inspection by the Licensor, shall agree upon the condition and contents of the Premises. Upon completion if any hazards are observed such hazards shall be reported in writing to the Licensor for repair or remedy.

- F.** Licensee shall/shall not be responsible for cleaning the Premises for the duration of this Agreement and will return the Premises in the same condition as it existed at the commencement of the Agreement. If Licensee elects not to be responsible for cleaning the Premises, Licensor shall clean said Premises during the term of the Agreement. Licensor shall submit periodic bills for the actual cost of cleaning the Premises to Licensee to be paid with the next periodic payment of monthly license fees.

Article II: Term

The term of this Agreement shall begin at _____:_____.m., on the _____ day of _____, 201_, and end at _____:_____ .m., on the _____ day of _____, 201_, unless sooner terminated as provided for herein. The specific days and times for use of the Premises by Licensee shall be:

Article III: License Fee/Utility Payments

A. License Fee

Licensee shall pay a license fee in the amount of \$ _____ for each and every _____. License fee, where applicable, is due on the first of each month. Payment shall be made to the Landlord, _____ (Address) _____.

B. Utilities

Licensee shall/shall not be responsible for the payment of utilities directly to the utility supplier. Telephone bills for any charges for installation or service are the full responsibility of the Licensee.

Article IV: Purpose

Licensee understands and agrees that the use of the Premises shall be reserved for programs and activities where the primary objectives are to provide programs or services that contribute to the health, education, employment or welfare of the residents of the Housing Development(s).

Article V: Use of Premises

A. Permitted Uses: Licensee shall use the Premises only for the purpose(s) of :

B. Non-Discrimination: In the performance of this Agreement, the Licensee shall not discriminate in the provision of services because of race, color, sex, age, religion, national origin, ancestry, handicap, disability, or familial status.

C. Prohibited Uses: The Licensee understands and agrees that the Premises shall not be used for illegal purposes, for any activity of a commercial nature.

Licensee further understands and agrees that the Premises shall not be used for the

purpose of raising funds for any purpose nor used for any activity where a fee is charged except as may be approved by Licensor, in writing, pursuant to the rules, regulations and policies established by Licensor.

- D. Resident Participation:** Programs and activities conducted by Licensee on the Premises shall be open to all residents of the Housing Development.
- E. Activity Reports:** Licensee shall submit to Licensor, at the end of each calendar quarter (March 31, June 30, September 30, December 31) during the term of this Agreement, or at the termination of this Agreement, whichever occurs first, an activity report, to include detailed reports of all activities conducted during said quarter and a statistical list of the resident participants in such activities. Said report should be submitted to Landlord. Licensee shall maintain the back-up information which supports its statistical reporting requirements. Licensor shall have the right to audit and inspect such documents with reasonable notice.
- F. Oral Presentations to the Board of Commissioners:** If requested by Licensor, Licensee may be required, upon request of the Licensor, to make periodic oral presentations regarding the Licensee's activities in the Premises to the Licensor's Board of Commissioners.
- G. Funding Sources:** Before entering into this Agreement, the Licensee provided the Licensor with information regarding the Licensee's funding sources. Licensee agrees that the Licensor has the right to examine the Licensee's financial records and verify the funding sources during the term of this Agreement.

The Licensee shall immediately notify the Licensor in writing if there are any changes in the funding source(s).
- H. Rules and Regulations:** Licensee shall abide by all rules, regulations, and policies established by Licensor governing the use of the Premises. Such rules, regulations and policies are incorporated into this Agreement by this reference, and are attached hereto as Exhibit "B". The rules, regulations, and policies may be modified from time to time at the discretion of Licensor. Licensor shall give written notice to Licensee of any modifications to the rules, regulations and policies, and such modifications shall be incorporated into this Agreement by way of amendment.
- I. Advertising Displays:** Signs, placards or advertising displays of any kind by Licensee or its agents shall not be attached or affixed to the exterior of the Premises or on any property of Licensor without prior written consent of the Licensor.
- J. Permits and Licenses:** Licensee warrants that it has or will obtain all necessary permits and licenses for the work to be performed under this Agreement.
- K. Annual Inspections/Extermination of Pests:** Licensee shall permit the inspection of the Premises, or the extermination of pests on the Premises, by the Licensor. Except in emergencies, Licensor will give the Licensee a minimum of seven (7) calendar days

notice.

- L. **Damage to Premises:** Licensee shall pay to the Licensor for any damage caused by Licensee and their guests/clientele in an amount determined to be reasonable by the manager of the Housing Development.

Article VI: Expiration/Termination

- A. **Termination by Either Party:** Either party may terminate this Agreement at any time, with or without cause, upon 30 day written notice, except that the Licensor may revoke this Agreement upon 24 hour notice in case Licensee breaches any term, provision or condition hereof, or fails to observe any of the rules and regulations of this Agreement.
- B. **Licensee's Duty to Surrender:** At the expiration or earlier termination of this Agreement, Licensee shall surrender the Premises to Licensor free and clear of all liens and encumbrances. Licensee shall leave the Premises and any other property surrendered in the same condition as existed at the commencement of the Agreement, reasonable wear and tear excepted.
- C. **Final Inspection:** A joint inspection of the Premises shall be conducted by both parties at the expiration or sooner termination of this Agreement to agree upon the condition and contents of the Premises. Upon completion of the inspection, an inspection report describing the condition and contents of the Premises shall be signed and dated by both parties.
- D. **Additional Remedies:** In addition to the right to terminate this Agreement as set forth herein. Licensor may pursue any other remedies available at law or in equity.
- E. **Landlord/Tenant:** Nothing in this Agreement shall be deemed to have created the existence of a landlord/tenant relationship between the Licensor and Licensee.
- F. **Notice:** Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same at the following address:

If to the Licensor:

Landlord
(address)

Attn:

If to the Licensee:

Notices addressed as provided above shall be deemed delivered when mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Licensee and the Licensor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

Article VII: Indemnification

- A.** The Licensee shall hold harmless, indemnify and defend the Licensor and its officers, employees, servants, agents, successors and assigns from any claim, demand, damage, liability, loss, cost or expense, including attorney's fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Licensee or any of its officers, employees or agents in the performance of this Agreement except such damage as is caused by the sole negligence of the Licensor or any of its officers, employees, servants, agents, successors or assigns.

- B.** The Licensor does not, and shall not; waive any rights that it may have against the Licensee by reason of the acceptance by the Licensor, or the deposit with the Licensor, of any insurance policies or endorsements required pursuant to this Agreement. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

Article VIII: Insurance

Without limiting Licensee's indemnification of Licensor, Licensee shall procure and maintain at Licensee's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property which may arise from activities.

A. Insurance Coverage

- 1. Comprehensive General Liability:** not less than \$1,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage, including products coverage and a minimum of \$50,000 Fire Legal Liability.

- 2. Workers' Compensation Insurance:** The Licensee shall provide evidence of Workers' Compensation Insurance.

B. Insurance Requirements

The Licensor, its Board of Commissioners, Directors, officers, employees, servants, agents, successors, and assigns shall be endorsed onto the Licensee's policies as an Additional Insured. Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party, reduced in coverage or in limits except after thirty (30)

days prior written notice. Such insurance provided by Licensee shall be primary and not seek contribution from Landlord or its insurance companies for licensee's operations on the premises. Acceptable insurance coverage shall be placed with carriers authorized to write insurance in Oregon. Acceptable carriers shall be rating of equivalent to A+ VI or better by A.M. Best & Company. Licensee shall furnish Licensor with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- C. Failure to Procure Insurance:** Failure on the part of Licensee to procure or maintain required insurance shall constitute a material breach of this Agreement upon which Licensor may immediately terminate this Agreement.
- D. Proof of Insurance:** The Licensee shall provide proof of insurance to the Licensor and mail it to the Landlord.

Article IX: Limitations

It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and non-assignable permission to use the Premises in accordance with the conditions of the Agreement for the purpose of conducting the permitted activities.

Article X: Assignment

This Agreement is personal to Licensee, and Licensee shall have no right or ability to assign the whole or any part of the Premises. In the event Licensee shall attempt to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.

Article XI: Authority to Cease Activities

In the event that an authorized representative of Licensor finds that the activities being held on the Premises endanger the health or safety of persons on or near Premises, the representative may require that this Agreement immediately terminate forthwith until said endangering activities cease.

Article XII: Holdover

In the event of Licensee holdover beyond the term of this Agreement, with or without the express written consent of Licensor, such holding over shall be subject to the terms and conditions contained herein.

Article XIII: Waiver

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Article XIV: Entire Agreement

This Agreement including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

Signatures

IN WITNESS WHEREOF, the Licensee and the Licensor have executed this Agreement through their duly authorized officers this _____ day of _____, 199__.

HOUSING AUTHORITY OF

LICENSOR:

By _____
(Name)

Title _____

LICENSEE:

By

Title

**RULES AND REGULATIONS
FOR THE USE OF COMMUNITY SPACE**

1. All trash, garbage and other debris resulting from the use of the premises described herein shall be removed and properly disposed.
2. All premises for which use has been permitted herein, including floors, walls, restrooms, and kitchen shall be left in a clean, sanitary condition.
3. All chairs and equipment shall be returned to the property storage space.
4. All doors and windows shall be securely locked before leaving the building.
5. Lights shall be turned off or left burning in accordance with instructions.
6. All music and noise shall be stopped by 10:00 p.m. on week nights, and by 12:01 a.m. on Saturday nights or nights immediately preceding holidays.
7. The premises shall be vacated by 10:00 p.m. on week nights, and by 12:01 a.m. on Saturday nights or nights immediately preceding holidays.
8. Serving or drinking intoxicating liquors or the presence of intoxicated persons on the premises shall not be permitted. The term "intoxicated" shall also refer to prescription drug.
9. Keys shall be returned by noon of the first work day following the day that the premises were used.
10. The use of this community space generally shall be reserved for programs and activities whose primary objective is to provide programs or services that contribute to the health, education, recreation and welfare of the tenants and community. This community space may not be used for illegal, immoral, partisan political purposes, candidates running for

elected offices, nor any activity which, in the opinion of the Authority, may be detrimental to the best interests of the project and community. No group will be permitted to use this community space for the purpose of raising funds for any purpose, or for any activity where an admission fee is charged.

11. All notices or advertising of the use for which this community space is requested shall be presented to the Manager prior to the use of such publicity and same shall not be disseminated or posted, except on approval of the Manager of the project.
12. No signs, placards or advertising displays of any kind may be displayed in this community space without permission of the Manager of the project.
13. Group programs and activities conducted in this community space shall be open to all families who reside in a public housing development or Authority subsidized housing.