

ST. JAMES' EPISCOPAL CHURCH
SPACE USE LICENSE AGREEMENT

This Space Use License Agreement (“License” or “Agreement”) made as of this date _____, is by and between St. James’ Episcopal Church, a Mississippi Nonprofit corporation (the “Licensor”) and _____ (the “Licensee”). Licensee and Licensor are collectively referred to as the “Parties”.

WHEREAS, Licensee desires to use the following space(s):

_____ (the “Space”) at St. James’ Episcopal Church located at 3921 Oakridge Drive, Jackson, Mississippi 39216 for _____ (the “Event”) and Licensor is willing to allow Licensee the use of such Space on the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **LICENSE FOR SPACE.** Owner hereby grants to Licensee a limited and revocable non-exclusive license (“License”) to use the Space. The License permits Licensee to use the Space only on the Event Date described herein, during the hours specified below, only for the Event, and for no other purpose.
2. **EVENT DATE and TIME.** The Event shall be held on the date of _____ (the “Event Date”), between the hours of 9 am and 9 pm. Licensee shall not have access to the Space at any time other than during the designated hours on the Event Date, unless Licensee receives the prior written consent of Licensor.
3. **SECURITY DEPOSIT.** Licensee shall pay a security deposit in the amount of \$200 upon reserving the Space and upon the execution and delivery of this Agreement. No Space will be reserved without a security deposit. The security deposit will be refunded within 15 days after the conclusion of the Event, unless the Space is not left in the same or similar condition which it was in on the Event Date. In the event that repair and/or excessive cleaning are needed, the security deposit will be applied to the cost, and Licensee agrees to be responsible for any deficiency.

4. **CANCELLATIONS.** All cancellations must be in writing. Any cancellations by Licensee will result in forfeiture of the security deposit. Depending upon the time of the cancellation, it may also result in forfeiture of License Fee at the sole discretion of Licensor. If cancellation occurs within 15 days of the Event, one half of the License Fee will be forfeited.
5. **LICENSE FEE.** Licensee shall pay to Licensor a total fee (“License Fee”) in the amount of _____ for the use of the Space, as determined in accordance with the fee terms set forth in St. James’ Space Use Guidelines and Fees, which is attached hereto. The License Fee shall be due in full at least 30 days prior to the Event Date. If Licensee fails to pay the full License Fee by the payment due date, Licensor shall have the right to revoke the License and this Agreement and to retain the full amount of the deposit. Licensor reserves the right to increase its prices, as it deems necessary, to cover the price of operating costs that it may occur.
6. **CONDITION OF THE PREMISES.** The Space shall be provided in its as-is condition, and Licensor makes no warranty to Licensee regarding the suitability of the Space for Licensee’s intended use. Licensee shall leave the Space in the same or similar condition as when the Event commenced. Licensee shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to promptly arrange for the repair of any such damage. In the event that the Licensee does not satisfactorily arrange for such repair, Licensor shall be entitled to arrange for any necessary repairs at Licensee’s expense. Licensee agrees to reimburse Licensor for any such repairs within 30 days of receipt of Licensor’s written request for reimbursement, which shall be accompanied by written verification of the amount of the expenses incurred.
7. **CATERING/KITCHEN USE.** Licensee may use any licensed caterer of their choice. Caterers will have access to kitchens only for the purpose of prepping, warming and storing of food. All food must be cooked off premises. Licensor does not allow the cooking of food in their kitchen facilities. Caterers are responsible for cleaning the kitchen or their spaces utilized and removing all items at the close of the event unless special arrangements have been made with management. This includes sweeping the kitchen floor and taking the trash to the outside bin provided. If the caterer fails in this responsibility, the Licensee must assume that duty. If facility is not clean, according to inspection by management, deposit will be forfeited. Licensee will be responsible for any additional cleaning fees.

8. **SMOKING.** All buildings at St. James' Episcopal Church are smoke free. Designated smoking areas with extinguishing containers must be used for smoking and guests are expected to use these containers. Excessive removal of cigarette butts from flowerbeds, walkways and lawn will result in a deduction of \$100 from the security deposit.
9. **DECORATIONS/PROHIBITED ITEMS.** Licensor does not allow glitter, confetti, streamers, silly string, tacks, nails, staples or tape on any surfaces. For seated parties, receptions and buffets, the host will provide centerpieces and decorations. Taper candles are not allowed. The use of glitter on ribbons, tables, etc. is not allowed. If any prohibited items are used, money from the security deposit will be used for cleanup. The use of birdseed, rice, confetti or glitter is prohibited, as these items present a slip hazard. If applicable, this activity **MUST** be performed outside of the building.
Wax-less candles are suggested. If regular candles are used, a fee of \$25 will be withheld from the security deposit for any spilt wax. Duct tape is not allowed. If any chewing gum is found on the floor or elsewhere, a sum of \$25 will be withheld from the security deposit. All decorations and flowers must be removed from the Space at the end of the Event unless other arrangements are made with Licensor. Any damage or excessive cleanup of flowers or failure to remove all decorations following an Event may result in forfeiture of the security deposit.
10. **CLEAN UP.** It is the responsibility of the approved caterer and the Licensee to ensure clean up and replacing of all facility assets back to their proper place at the end of each Event. Failure to perform this obligation will result in forfeiture of Licensee's security deposit. Use of any or all patio areas falls under the same clean up and set up requirements applicable to Licensee's parish hall. Failure to properly care for these areas may result in forfeiture of security deposit.
11. **SECURITY.** Events scheduled after 5 pm may require security. Licensee will then be responsible for security fees of \$25 per guard per hour. One guard per 100 guests would be required.
12. **COMPLIANCE WITH LAWS.** Licensee shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space in a lawful manner. Licensee shall not use the Space in any manner that would violate local, state or federal laws or regulations. Licensee hereby indemnifies, holds harmless and agrees to defend Licensor and the Episcopal Diocese of Mississippi, their employees, officers, directors, volunteers or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of, related to or in connection with Licensee's violation of any local, state

or federal law, rule, regulation or ordinance related to Licensee's use of the Space.

13. **INDEMNIFICATION.** Licensee hereby indemnifies, holds harmless and agrees to defend Licensor and the Episcopal Diocese of Mississippi, employees, officers, directors, volunteers and agents from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of, related to or in connection with any damage to any property or any injury caused to any person (including death) caused by Licensee's use of the Space, including any acts or omissions on the part of Licensee, its employees, officers, directors, independent contractors, invitees, guests or other agents. Licensee shall promptly notify Licensor of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.
14. **REVOCAION.** This Agreement constitutes a revocable license and not a lease. Licensor shall have the right to revoke the License at any time prior to the Event Date, upon prior written notice of revocation delivered to Licensee. In the event that Licensor revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Licensee, Licensor shall refund to Licensee the full amount paid by Licensee in connection with this Agreement, including the entire security deposit.
15. **CAPACITY.** Licensee shall not admit a greater number of persons to the Space than the capacity of the Space will allow.
16. **NO ASSIGNMENT.** Licensee shall not assign its rights under this Agreement or grant a sub-license of this Agreement to any third party.
17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Mississippi and venue shall be appropriate only in Hinds County Mississippi.
18. **NOTICE.** Any notice, request, demand, consent, approval or other communication to any Party hereof shall be effective when received and shall be given in writing, and delivered in person, or sent by certified mail, postage prepaid or by courier service providing proof of delivery at its address set forth below or at such other address as it shall hereafter furnish in writing to the others. All such notices and other communications shall be deemed given on the date received by the addressee or its agent.

Licensor: St. James' Episcopal Church
3921 Oakridge Drive, Jackson, MS 39216

Licensee: _____

19. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties, supersedes all prior oral or written agreements between the Parties and may only be amended in a writing signed by each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

LICENSOR

St. James' Episcopal Church

Attest: _____

By: _____

Name: _____

Title: _____

LICENSEE

Attest: _____

By: _____

Name: _____

Title: _____

Room Set-Up Checklist

Today's Date _____

Event Title: _____

Date & Time of Event: _____

Institution Sponsoring Event: _____

Event Planner: _____

Contact Number: _____ Contact Email: _____

Contact Address: _____

Facility Being Rented, please mark all that apply:

Fowler Hall Oak Ridge Hall Youth Wing

Caterer: _____

Contact Person: _____ Contact Phone: _____

Florist: _____

Contact Person: _____ Contact Phone: _____

Specifications:

of Tables: _____ # of Chairs: _____

Lectern: Yes No Microphones: Yes No Number of Mics: _____

Bar Needed: Yes No

Coffee Set-up Needed: Yes No Number of Cups _____

Registration Area Needed: Yes No

Floor Plans: Please Fill in a Diagram of the Floor Plan for Each Area to be used. Show Set-ups for All areas. Note traffic patterns and All Entrances and Exits.