

Organization Name _____

LICENSE AND USE AGREEMENT

The parties are:

- 1. Licensor:** North San Luis Obispo County Association of REALTORS®
- 2. Licensee:** Named below.

The property covered by this Agreement is the Licensor's meeting room; restroom facilities and parking area located at 1101 Riverside Ave., Suite A, Paso Robles, CA.

The parties agree:

1. The Licensee shall pay a reservation fee of twenty-five Dollars (\$25.00) at the time this Agreement is signed. The reservation fee of \$25.00 is non-refundable if for any reason Licensee cancels the scheduled room utilization. Otherwise, the reservation fee shall be credited to the room rent.

2. Daytime use shall be between 8:00 in the morning and 5:00 in the afternoon. Evening use shall commence at 6:00 in the evening and shall not extend beyond the Licensor approved time.

3. The meeting room may be licensed in increments stated below:

- (a) 1-3 hours, for \$25.00 per hour (25% discount for members)
- (b) 4-8 hours, for \$100.00 (25% discount for members)

4. All fees (including key & cleaning deposit) are due prior to the date of the use period.

5. Should the Licensee perform, present or cause the performance of any musical works, live and/or recorded, the Licensee shall be solely responsible for any and all copyright licenses and fees attached to such music.

6. Licensor shall not be obliged to furnish any support staff for the benefit of the Licensee, but shall have the right to have monitors present to insure that Licensee is performing in accordance with this Agreement.

7. Licensee acknowledges that the Licensor's audio and visual equipment are not part of this agreement. Licensee agrees to not tamper with or attempt to use the Licensor's equipment, including but not limited to the computer, cables, microphone, speakers, and projector.

8. The person signing on behalf of the Licensee shall be totally responsible for any and all damage caused to the Licensor's premises, arising out of or caused by any person attending the activity being sponsored by their Licensee or who may be present as a result of Licensee's activity.

9. Licensee represents that Licensee intends to use the premises for the following:

10. Under no circumstances shall Licensor be held responsible if, for any reason beyond the control of Licensor, the facilities are not available at the time and for the purpose desired by Licensee.

11. The rights and entitlements of Licensee may not be sold, transferred, or otherwise assigned without the express written approval of Licensor.

12. Licensee desires the use of the meeting room on _____ or every/other _____ Between the hours of _____ (a.m./p.m.) to _____ (a.m./p.m.)

13. Parking spaces in front of the North San Luis Obispo County Association of REALTORS®, Pure Elements Salon, and Cool Hand Luke's are reserved for Granary tenants and their customers. **All meeting room attendees must park on the street or in parking spaces facing the street.**

14. At the conclusion of Licensee's use of the premises, Licensee shall be responsible for cleaning up the meeting room and placing in receptacles provided by Licensor all cups, plates, napkins, utensils, paper and any other items resulting from Licensee's use of the premises.

In addition, if Licensee has moved or shifted tables and chairs into an arrangement different from that regularly utilized by Licensor, then Licensee shall be responsible for returning the premises and the chairs and tables to their original arrangement.

15. Under no circumstances shall alcoholic beverages be brought on to the premises by Licensee, nor shall alcoholic beverages of any kind or type be served, offered for sale or given to any person entering the premises as a consequence of Licensee's use. Smoking inside the building is prohibited.

16. In addition to the license fee, Licensee shall deposit with Licensor prior to the Licensee's use a \$50.00 cleaning/security deposit for non-food activities or \$100.00 cleaning/security deposit for activities in which food is to be served and a \$10.00 key deposit fee. Licensor will return the security & key deposit to Licensee following Licensee's use, provided Licensee has in all respects performed and complied with the terms of this agreement.

17. No items, nails, screws, etc. may be attached to the walls, furniture or Licensor's property. Furthermore should the licensee do any damage to the licensor's property, the licensee shall be held responsible for the cost of repairs to the property.

18. In the event legal action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and court costs. Venue for legal action shall, in all cases, be the County of San Luis Obispo.

19. Liability: A certificate of additional insured is required naming North San Luis Obispo County Association of REALTORS® as additional insured for the day of the event. This can easily be obtained from your insurance agent. The certificate should be sent to North San Luis Obispo County Association of REALTORS® prior to the event. North San Luis Obispo Association of REALTORS® is not responsible for injuries, damages or losses that might occur during an event.

LICENSEE

Printed name of Licensee/Organization

Signature of Licensee/ Date of Submittal

Address

*()
Telephone*

LICENSOR

Date of Acceptance

North San Luis Obispo County AOR Staff Signature

COVID -19 ASSUMPTION OF RISK, WAIVER AND RELEASE

_____ desires to utilize facilities located at 1101 A Riverside Avenue, Paso Robles, CA 93446 (“Premises”), pursuant to an agreement with the North San Luis Obispo County Association of REALTORS®. It is understood that a material additional term of the agreement to use the Premises is our consent to the terms and conditions set forth in this agreement (“Release”).

We are aware that the coronavirus disease (COVID-19) and its variants (“Disease”) have been declared a worldwide pandemic by the World Health Organization, and it is understood that our use of the Premises is a potentially dangerous activity and involves the risk of serious disease, disability, death, and/or economic loss; that it and other infectious diseases are highly contagious and there is a risk that anyone attending an indoor event on the Premises may be exposed to or contract such diseases. It is understood that while North San Luis Obispo County Association of REALTORS® has implemented measures to reduce the risks associated with the use of the Premises and the spread of the Disease, the North San Luis Obispo County Association of REALTORS® cannot guarantee that no one will become infected with the Disease as a result of the use of the Premises, and that attending any indoor event may increase the risk of contracting the Disease.

ASSUMPTION OF RISK: NOTWITHSTANDING THE AFOREMENTIONED RISKS, IT IS ACKNOWLEDGED THAT WE ARE VOLUNTARILY USING THE PREMISES WITH KNOWLEDGE OF THE POTENTIAL DANGERS, AND ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH OR ARISING THEREFROM.

RELEASE AND WAIVER: ON BEHALF OF _____, ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS, INCLUDING NEGLIGENCE, AND DEMANDS OF WHATEVER KIND OR NATURE NOW KNOWN OR HEREAFTER KNOWN, AGAINST NORTH SAN LUIS OBISPO COUNTY ASSOCIATION OF REALTORS® AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES (COLLECTIVELY, “RELEASEES”) ARE EXPRESSLY WAIVED AND RELEASED. THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS POSSIBLE TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND FOREVER RELEASE AND DISCHARGE NORTH SAN LUIS OBISPO COUNTY ASSOCIATION OF REALTORS® AND ALL RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

MEDICAL ACKNOWLEDGEMENT AND RELEASE: It is agreed that all use of the Premise will comply with all federal, state, and local laws, orders, directives, and guidelines related to indoor events and COVID-19 while using the Premises; all instructions, recommendations, and cautions of North San Luis Obispo County Association of REALTORS® regarding the use of the Premises will be followed; and if during the use of the Premises, or within 14 days thereafter, anyone using the Premises with the permission or invitation of _____ experiences symptoms of the Disease or tests positive for the Disease, _____ will immediately halt the event and notify the North San Luis

Obispo County Association of REALTORS® staff designated to receive such information:
Diane Larsen @ 805-238-1244 - diane@northcountyaor.org

INDEMNIFICATION: _____ agrees to indemnify and hold harmless the North San Luis Obispo County Association of REALTORS® from any and all other claims, actions, suits, procedures, costs, expenses, damages, liabilities, and expenses of whatever kind, including attorney fees, arising from our use of the Premises, and _____ agrees to reimburse North San Luis Obispo County Association of REALTORS® and all Releases for any such expenses they incur.

By attending and/or participating in the Event, we are hereby giving a full release of liability to the released parties to the fullest extent permitted by law. By signing, it is acknowledged that an authorized representative of _____ has read and understood all of the terms of this Release and that this Release is voluntarily signed.

Dated: _____
Signature: _____
On behalf of: _____

North San Luis Obispo County Association of REALTORS®

One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize North San Luis Obispo County Association of REALTORS® to make a one time debit to your credit card listed below.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I, _____, authorize North San Luis Obispo County Association of REALTORS®
(full name)
to charge my credit card account indicated below for _____ on or after _____.
(amount) (date)

This payment is for _____.
(description of goods/services)

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Card Type: Visa MasterCard AMEX Discover

Cardholder Name _____

Card Number _____

Expiration Date _____ CID/CVC (3 or 4 Digit Code) _____

SIGNATURE _____

DATE _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.