The Trustees have developed a model "Non-Exclusive License Agreement which describes the relationship as the use of facilities under certain conditions, and specifically states that a landlord-tenant relationship does not exist. This document is appropriate when the space being considered is to be shared with another organization on a non-exclusive basis.

Note required entries are enclosed in [brackets].
The Agreement should be reviewed by the church's attorney.

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement ("Agreement") is made between the [Enter Church Name], a New Jersey religions corporation, with its principal office at [Enter Church Address] ("Licensor") and the [Enter User Name] a New Jersey religious corporation with its principal office at [enter address used for corporate purposes] ("Licensee").

Recitals

Whereas, the Licensee desires to use certain of the facilities of the Licensor for the purposes of its religious activities and ceremonies, including Christian worship, education, and counseling, and periodic weddings, funerals, and other celebrations, ("Religious Activities") and

Whereas, the Licensor desires to permit the Licensee to use a portion of its facilities for the purpose of the Licensee's religious activities,

Therefore, the Licensee and the Licensor, intending to be bound, agree as follows:

Agreement

License Grant: The Licensor offers, and the Licensee accepts, a Non-Exclusive License to Use (the "License") those portions of the Licensor's facilities commonly known as [Enter name and description of the portion of the church facilities that will be used], during [Enter Days and Hours of Use] for Religious Activities, including worship, fellowship, counseling, and small group meetings, and storage space designated by the Licensor ("Licensed Facilities"), and occasional use, to be negotiated separately, of other portions of the Licensor's facilities [Enter description, for example the kitchen. dining room, and Westminster Hall], subject to the terms of this License Agreement.

Term of the License: The initial term of the License shall be one year commencing on [Enter Date] and concluding on [Enter Date]. The initial term may be extended to one or more renewal terms by written agreement of the Licensor and the Licensee, provided that neither the Licensor nor the Licensee has provided written notice, at least 30 days prior to the conclusion of the initial term or prior renewal term, to the other church that it does not intend to extend the term of the lease.

Fee for Use of Licensed Facilities: The Licensee shall pay an annual fee for use of the Licensed Facilities of [Enter Annual Amount] payable in monthly installments of [Enter Monthly Payment] on the first day of each month for the following month's use. In addition, the Licensee will provide a security deposit of [Enter Amount] at the inception of this Agreement.

Late Payments and Returned Checks: In the event that the Licensee shall fail to pay the monthly installment of the annual fee after the 6th calendar day after the due date, a late charge of 5% to compensate the Licensor for its administrative costs and expenses. If the Licensee should fail to pay any fee within 30 days of the date that it first became due and payable, such unpaid fees shall accrue interest at a rate of 2% above the prime rate set by CitiBank N.A. (or its successor) from the due date to the date of its payment; in no event shall the rate of interest exceed the highest legal rate.

In the event that the Licensee's check is returned by a bank (e.g. for insufficient or uncollected funds) the monthly installment of the annual fee shall be deemed to have been received by the Licensor when the returned check is replaced with good funds; a fee of $35.00 shall be applied for each such returned check.

Failure of the Licensee, for 3 successive months, to pay monthly installments of the annual fee shall constitute a material breach of this agreement.

Exception to the License Grant: the Licensor reserves the right, from time to time, to use the Licensed Facilities on [Enter Description of any Exceptions] On such occasions, the Licensor will provide to the Licensee as much advance notice as is practicable and provide the use of comparable substitute space in its facilities for Licensee's religious activities. The Licensor represents that such [Enter Anticipated Frequency of Exceptions].

Christmas Celebrations: The Licensor and the Licensee agree that, regardless of the day of the week on which Christmas occurs, the Licensor will use the Sanctuary on Christmas Eve and the Licensee on Christmas Day, provided that, in the event that Christmas Day falls on a Sunday, the Licensor and the Licensee will arrange for the use of the Licensed Facilities to the satisfaction of both. [Revise if other arrangements are negotiated.]

Prohibited Substances: The Licensee acknowledges that the Licensor has established policies that prohibit the use of flammable materials (except candles during religious services, provided such candles are promptly extinguished following excepted use) smoking materials, drugs, and alcohol, with the exception of sacramental wine, and will devote its best efforts to ensure that participants in the Licensee's religious activities comply with those policies.]

Policy Regarding Sexual Misconduct and Treatment of Children: The Licensee acknowledges that the Licensor has adopted a written policy regarding sexual misconduct and the safety and dignity of children, that it has received a copy of the Licensor's policy, and that it will either adopt and devote its best efforts to enforce the Licensor's policy or adopt and enforce a comparable policy, a copy of which it will provide to the Licensor.

Use of the Licensor Facilities By Others: The Licensee acknowledges that the Licensor has permitted and will continue to permit other organizations, for example [insert appropriate groups, such as the Boy Scouts and Girl Scouts] to use the facilities of the Licensor, other than the Licensed Facilities. The Licensee will devote its best efforts not to interfere with such use.

Use of Facilities Other Than Licensed Facilities: From time to time, the Licensee may request, and the Licensor may agree to provide, the use of facilities of the Licensor, other than the Licensed Facilities. Such requests will be directed to the Administrator of the Licensor who has been directed to accommodate requests of the Licensee, groups within the Licensor, and other organizations on a "first come, first served" basis. The Licensor may charge an additional fee for such use.

Restoration of Facilities After Use: Following each period of the use of the Licensed Facilities and, when applicable, other facilities, the Licensee, at its sole expense, shall restore the facilities used to their condition prior to use. Such restoration shall include replacing pew items, replacing removed or moved items, picking up scraps, taking down and storing tables and chairs, cleaning, and vacuuming, turning off lights, restoring thermostats, and locking doors. The Licensee shall be responsible for any damage to the facilities of the Licensor resulting from its use of the facilities, normal wear and tear excepted.

Keys: The Licensor shall provide a limited number of keys to the Licensee. The Licensee shall: (a) keep an up-to-date record of those persons to whom it provides the keys so provided and shall provide that record to the Licensor, (b) agree not to make, nor have made for its use, copies of the keys provided, (c) not identify the keys as providing access to the facilities of the Licensor, (d) promptly report to the Administrator of the Licensor the loss or theft of any of the keys provided for its use, and (e) pay an additional fee of $50.00 for each replacement key provided. The Licensee shall return all keys at the termination of this agreement, subject to a fee of $50.00 for each key not returned.

Waiver of Subrogation: The Licensee waives all rights of recovery against the Licensor or its agents, employees, or other representatives for any loss, damages, or injury of any nature whatsoever to property or persons for which the Licensee is insured. The Licensee shall obtain from its insurance carriers and deliver to the Licensor waivers of the subrogation rights under the respective policies.

Insurance: The Licensee shall obtain and maintain in force for the term of this Agreement general and corporate liability insurance, naming the Licensor as an additional insured, with minimum coverage in the following amounts:

Bodily injury, each person injured:	$ 500,000.00
For any one accident:	$1,000,000.00
For property damage	$1,000,000.00
Singe Limit	$1,000,000.00

The Licensee agrees to indemnify, defend, and hold harmless the Licensor, its officers, agents, employees, and members from any and all claims. Damages, costs and expenses, including reasonable attorneys fees, arising out of or connected in any manner with the Licensee's use or presence upon the Licensed Facilities or any other portion of the Licensor's property or the use or presence of the Licensee's

officers, employees, members, agents, clients, potential clients, visitors or by anyone having or seeking a business relationship with the Licensee. These obligations to indemnify and defend the Licensor shall be insured by one or more policies of insurance satisfactory to the Licensor, and the Licensor shall be named as an Additional Named Insured on each such policy, copies of which shall be furnished to the Licensor.

Not later than 5 days prior to using the Licensed Facilities and not later than 5 days prior to expiration of a policy, the Licensee shall deliver to the Licensor a copy, certified by an officer of the Licensee as a true copy of its insurance policy, with proof of payment of the premium for the initial or renewal year. Such insurance policies shall include fire legal liability coverage and a waiver of subrogation (as described above) and provide that the insurance carrier will provide not fewer than 10 days written notice to the Licensor of a cancellation or refusal to renew a policy.

Security Deposit: The Licensee has provided a Security Deposit to the Licensor in the amount of [enter agreed amount, typically two month's fee]. The Licensor may deduct from this Security Deposit any expenses that result from the Licensee's breach of any provision of this agreement, provided that The Licensor has provided reasonable notice of the breach and the Licensee has not cured the breach within a reasonable time. Within10 days of receipt of notice of such a deduction from the Security Deposit, the Licensee shall make payment to the Licensor in the amount necessary to restore the Security Deposit to its original amount. In the event that the amount of such expense exceeds the amount of the Security Deposit, the Licensee shall promptly pay on demand such additional amount plus the amount needed to restore the Security Deposit to its original amount.

Interest On The Security Deposit: The Licensor shall deposit the Security Deposit in a separate short-term interest-bearing account. In the event that: the Security Deposit is: (a) returned to the Licensee, the interest accrued on the account shall be paid to the Licensee, (b) retained by the Licensor, the accrued interest shall be retained by the Licensor, (c) returned in part to the Licensee and retained in part by the Licensor, the accrued interest shall be pro-rated accordingly.

Licensor's Insurance: In the event that the use of the Licensed Facilities by the Licensee: (a) causes the Licensor to be unable to obtain and maintain appropriate insurance coverage on its facilities, the Licensor may, upon 30 days written notice, terminate this License Agreement, or (b) causes the premium rates on the Licensor's insurance to increase, the Licensee shall, upon demand, pay to the Licensor the amount of the increase in the premium rates.

Damage Or Loss -- Property Of The Licensee: The Licensor shall not be liable to the Licensee for any loss or damage to the property of the Licensee, regardless of the cause, used or stored in the facilities of the Licensor; the Licensee acknowledges its obligation to obtain insurance on such property should it choose to do so.

Liability Of The Licensor and the Licensee: The Licensor shall not be liable for injury or damage to any person or property unless it is due to the Licensor's act or neglect. The Licensor shall defend the Licensee from and reimburse the Licensee for all liability costs resulting from any injury or damage due to the act or neglect of the Licensor or its authorized representatives.

The Licensee shall be liable for any loss, injury, or damage to any person or property caused by the act or neglect of the Licensee or its authorized representatives, customers, clients, or guests. The Licensee shall defend the Licensor from and reimburse the Licensor for all liability and costs resulting from injury or damage due to the act or neglect of the Licensee or its employees, agents, customers, clients, or guests.

For the purposes of this section, the obligation of the Licensor or the Licensee to indemnify or hold harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

Obligation for Utilities and Services: The Licensor shall provide HVAC, hot and cold water, electric service, gas service, sanitary sewer service, common area maintenance, common area janitorial service, lawn care, snow removal, leaf removal, and trash removal; the Licensee shall provide, if desired, telephone service and cable television service.

Licensee Obligations: The Licensee shall: (a) keep the Licensed Facilities in a net, clean, and sanitary condition, free of all garbage; (b) assist the Licensor to keep the walks, driveway, parking area, yard, entrances, hallways, and stairs clean and free from trash and debris; (c) use all services and other facilities in the Licensed Facilities safely, including using only electrical appliances consistent with the wiring in the building; (d) not destroy, deface, damage, or remove any portion of the Leased Facilities; (e) promptly notify the Licensor of any conditions that need repair; (f) not bring into or store within the Licensed Facility any substances that are flammable, dangerous, or explosive or which may increase the danger of fire or other causality; (g) not keep any animal, foul, fish, or reptile or pet of any kind on or about the Licensed Facilities; and (h) conduct its activities in such a manner that the peace and quiet of the Licensor, other groups using the facilities of the Licensor, or neighbors are not disturbed or destroyed; and (i) not permit others, not affiliated with Licensor to use the Licensed Facilities, and (j) not permit the Licensed Facilities to be used for any unlawful or hazardous purpose.

Zoning Compliance: Licensor has advised the Licensee, and Licensee acknowledges receiving such advice, that the building containing the Licensed Facilities is located in an (R-75)* zone. Licensee has represented to the Licensor that the Licensed Facilities shall be used in accordance with the requirements of the (R-75* zone. Licensee shall not use the Licensed Facilities in any manner inconsistence with the requirements of the Municipal Zoning Ordinance. [*NOTE: The Zoning Compliance provision should be modified depending on the zone in which the Licensed Facilities are located.]

Alterations to the Licensed Facilities: The Licensee shall not make any changes or alterations to the Licensed Facilities.

No Assignment: Licensee shall not, without the Licensor's prior written approval which shall not be unreasonably withheld, assign this License Agreement. In the event that the Licensor is a corporation or limited liability company, the sale of a majority of its shares or units of ownership, shall be considered an assignment.

Destruction of or Major Damage to the Licensed Facilities: In the event that, during the term lf this Agreement, the Licensed Facilities become totally or partially destroyed such that the Licensee's use of

the Licensed Facilities is seriously impaired, the Licensee or the Licensor may terminate or suspend for a reasonable period this Agreement after giving 3 days written notice to the other church.

Signs: The Licensee shall obtain the Licensor's consent before placing any sign on or about the Licensed Facilities and ensure that any signs conform to all applicable municipal ordinances and regulations. The Licensee shall remove any signs placed with the consent of the Licensor at the termination of this License Agreement.

Nature Of The Agreement: The Licensee and the Licensor agree that this agreement shall not create a landlord-tenant relationship between them.

Breaches of the Agreement: In the event that either the Licensor or the Licensee believes that the other has materially breached this Agreement, such church shall provide written notice of the breach to the other church, which shall have ten calendar days, or such other period as mutually agreed in a writing signed by authorized representatives of the churches, to cure the breach.

In the event that the Licensee materially breaches this agreement and fails to cure such breach within the contractual or agreed-upon period, the Licensor may unilaterally terminate this Agreement by providing advance written notice to the Licensee.

Termination: Any personal property not removed by the Licensee from the Licensed Facilities within ten days of the termination of this License Agreement, or such other period to which the Licensor and Licensee may agree in writing, may, at the sole discretion of the Licensor, be considered abandoned and the Licensor may sell or otherwise dispose of such personal property, without further notice or accounting to the Licensee.

Notices: All notices shall be in writing and delivered by hand delivery or USPS Certified Mail (Return Receipt Requested) to the other party.

Entire Agreement: This Non-Exclusive License Agreement constitutes the entire agreement between the Licensee and the Licensor with regard to the use of the Licensed Facilities and supersedes any and all contemporaneous or prior agreements or representations, whether written or oral. This Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of the Licensee and the Licensor Church.

Agreed:

[Enter Name of Licensor}	[Enter Name of Licensee]
By: _____	By: _____
Name and Title: _____	Name and Title: _____
Date:_____	Date: _____