



54 e. lee

54 E. Lee Street

Bel Air, MD 21014

ResourceCenter@harcocu.org

This SHORT TERM LICENSE AND OCCUPANCY AGREEMENT (the “**Agreement**”) is made this XX Day of XX, 202X between Har-co Credit Union, hereinafter called "Licensor"; and XX hereinafter called "**Licensee**."

WITNESSETH: said Licensee is entitled to use the following areas and facilities located at the Har-co Credit Union Resource Center located at 54 E. Lee Street Bel Air, MD 21014, hereinafter called the "Facility.", on the terms and conditions set forth herein. Specifically, Licensee shall be entitled to use of the following areas and facilities (the “Facilities”):

Resource Center building and technology/equipment within on XX Date at XX times (the “Event”).

Parking lot behind the Resource Center building, during the Event.

NOW, THEREFORE, the Licensor and Licensee agree as follows:

§1.0 Licensee shall be permitted use of the Facilities set forth in the recitals above, for and only for the Event being held on during the times set forth above. Set up and clean-up will take place before and after the event and is the Licensee’s sole responsibility; the total Event time therefore equals X hours. Licensee will enter and exit through the front door only, as the side door will remain unused and locked. The Facilities shall only available from 7am – 10pm.

1.0.a. Cancellation Policy: N/A except as set forth in Section 1.0.b.

1.9.b. Inclement Weather: If, at the discretion of Licensor, the Resource Center and Facilities are closed due to inclement weather, major building system failure, fire or other emergency, Licensees will be given a make-up date, if requested. If the event cannot be rescheduled, the event will be cancelled and the Security Deposit paid hereunder shall be returned to the Licensee.

On the following terms and conditions:

§1.1 The Licensee shall defend, hold harmless, and indemnify Licensor, its officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to reasonable attorney's fees), damages, judgments, fines, impositions or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Licensor) being damaged by the negligent acts, willful acts, or errors or omissions of Licensee, its agents, employees, invitees and/or guests, or in any capacity during the Event, except when the injury or loss is caused by the negligence of willful act of the Licensee, its agents and/or assigns. The



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provisions of this Section shall survive completion of the Event and/or termination of this Agreement

§1.2 No alcoholic beverage will be brought onto the Resource Center, the Facilities, or anywhere on the premises for sale or for consumption during the Event.

§1.3 MAXIMUM CAPACITY: 25 persons

§1.4 Licensee agrees that no person will be permitted access to the storage basement of the Facilities during the Event.

§1.5 Licensee agrees that it will not assign this Agreement or any of its rights under this Agreement, to another party, without prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

§2.0 At the conclusion of the Event, Licensee shall remove all personal items from the Facilities, including any items stored in the refrigerator. Licensor may consider any property left on the Facilities after the Event to be abandoned, and may dispose of the same in any manner allowed by law.

§2.1 The **assigned spaces at the Facilities** must be returned in the same condition as licensed by the end of the Event, unless other arrangements have been made, in writing by the parties hereto, and attached to this Agreement.

§2.2 Nothing in this Agreement shall constitute a waiver of any immunity, which Licensor may be entitled to under the laws of the State of Maryland, as they may be amended from time to time.

§2.3 Licensee will be responsible for any damage to the Facilities, whether caused by the Licensee, its agents, employees, invitees and/or guests. Licensee shall not drag furniture along the floor or allow any item hung on the walls/doors within the Facilities. Tent stakes in the parking lot on the Facilities are strictly prohibited.

§2.4 SECURITY DEPOSIT: Licensee shall deliver a security deposit of \$400, which shall be payable to Har-co Credit Union and received with this signed Agreement. The security deposit will be returned to Licensee only the event there are no damages to the Facilities caused by the Licensee.

§2.5 No Event will be permitted to run over the time specified without prior approval of Licensor. Should the event extend beyond the time specified or should Licensee identify damage or extraordinary wear-and-tear beyond a reasonable expectation to the Facilities, the Licensor, in its discretion, may apply all or some of the Security Deposit towards the cost of such damages, provided, however, in the event that application of the Security Deposit shall in no way serve as a waive to pursue any damages that may exceed the Security Deposit amount.

§2.6 Licensee shall comply with all requirements of all laws, orders, ordinances, regulations, and policies of the Federal, State and Municipal authorities, and with any direction of any public officer, which shall impose any duty upon the Licensee with respect to the Facilities engaged by Licensee for the use and occupation thereof. Failure to comply with all requirements of all laws, orders, ordinances, regulations, and policies will result in the termination of this Agreement.

§2.7 The Person executing this Agreement, if an individual, represents that he or she is over twenty-one (21) years of age. If Licensee is a corporation, an unincorporated association, Limited Liability Company, partnership or other legal entity, this Agreement shall be binding on such legal entity. The person executing this Agreement on behalf of Licensee expressly represents that he or she is authorized to execute this Agreement on behalf of such legal entity.

§2.7 If any provision, covenant, term or condition of this agreement where application thereof to any person or circumstance is held invalid, such invalidity shall not affect the applicability and validity of the remaining provisions, covenants, terms and conditions on this Agreement.

§2.8 If Licensor is forced to cancel this Agreement due to building damage, weather, acts of God or for any reason not within its control, neither party shall have any further responsibility or liability to the other under this Agreement, in which event any paid Security Deposit shall be returned to the Licensee.

§2.9 Licensor may terminate this Agreement at any time with thirty (30) days' notice to Licensee, or without notice if for reasons of failure to comply with any instructions, requirements, policies, laws, standards, etc.

§2.10 If Licensee shall fail to pay the Security Deposit as detailed above, or fail to provide proper documentation, information, obtain any applicable governmental approvals, or comply with any and all laws, regulations, and/or policies, Licensor, at its option, may terminate all rights of Licensee.

§2.11 Licensee has the right to make responsible use of the Facilities during the time of the Event outlined above, including available tables and chairs and other equipment such as TVs and refrigerator.

§3.0 Licensee will return the Facilities to the Licensor in a clean condition with all trash removed to proper receptacles, all materials used removed or disposed of, regenerator emptied and the floor swept.

§3.2 The entire Facilities are smoke free. Licensee shall not permit its agents, employees, invitees and/or guests to smoke at or on the Facilities.

§3.3 This Agreement is subject to review by Licensor and is not binding until 48 hours after it has been signed by a Licensor designated representative.



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§3.4 PARKING: Parking is only available in the lot behind the building for Events that end before 8am or begin after 5pm during weekdays. The lot is also available for an Event at any time during Saturday or Sunday. If the Event is between 8am – 5pm during a weekday, parking is available in the Parking Garage at Hickory/Pennsylvania Ave., a short distance from the Resource Center.

§4.0 ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by Licensor hereto to enforce any provision of this Agreement or for damages to the Facilities, the Licensor shall be reimbursed by the Licensee for all attorney's fees, necessary expenses, and court costs incurred in the action.

§4.1. LICENSOR DOES NOT WAIVE LEGAL RIGHTS: The failure of Licensor to insist upon the strict performance of any of the terms and conditions of this Agreement, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Licensor of such term or condition or an election for future instances.

§4.2. HEIRS AND ASSIGNS ARE BOUND BY AGREEMENT: The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Licensor and Licensee.

§4.3. CONTROLLING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Agreement, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders.

§4.4. LICENSEE ACCEPTS PROPERTY: Licensee has been provided with an opportunity to inspect the Facilities and accepts the Facilities in its present condition.

§4.5. RECITALS. The recitals set forth on the opening page of this Agreement are adopted by reference herein.

WITNESS, the signature of each of the parties hereto.

Licensor:
Har-co Credit Union

Licensee:

By: _____
Date

By: _____
Date