

Knights of Columbus Council #7613 Christopher Hall P. O. Box 700552, San Antonio, TX 78270 1602 Thousand Oaks Drive, San Antonio, TX 78232 (210) 404-9101 www.ChristopherHall.org



FACILITY LICENSE AGREEMENT

By this **FACILITY LICENSE AGREEMENT**, the St. Mark Knights of Columbus Council #7613 ("Licensor"), grants the undersigned group or person (the "Licensee"), a limited, revocable, license for the use of the first floor of Christopher Hall (the "Facility") solely on the date(s) and times set forth below for the exclusive purpose stated below (the "Event"), and in exchange, the Licensee hereby agrees to use the Facility for the Event, in accordance with the provisions of the <u>Terms and Conditions for Use of Facility</u> attached to this Facility License Agreement (collectively referred to herein as the "Agreement") and agreed to by the Licensee:

The Licensor shall grant a license to	"Licensee", to use the Facility
for the sole and exclusive purpose(s) of:	

starting on _____, at _____ AM/PM and shall finish on _____, at _____ AM/PM

The Event shall NOT Exceed Midnight or unless terminated sooner, as provided for in this Agreement.

FEE RECONCILIATION:

License Fee (includes Decorating Window, Event Time, and Breakdown Period):	Total available hours in space.		
Adjustments +/- (if applicable):			
Sub Total:			
Less Date Deposit (25% or \$350, whichever is greater):	DUE at SIGNING		
License Fee Balance:			
Plus, Damage Deposit:			
Plus, Bar Service Fee:			
Plus, Law Enforcement Fee: No. of Guests:			
FINAL BALANCE (must be received 30-Days before Event Date):	DUE 30-DAYS BEFORE EVENT		

Increase in number of guests may result in increase of License Fee and/or Law Enforcement and Bar Service Fees.

- We accept Cash, Checks or Money Orders, payable to: Knights of Columbus Council 7613 or KC7613.
- We also accept major Credit/Debit Cards, plus transaction fees.
- We charge a service fee of \$45 on all returned Checks.
- Any payments mailed to us <u>must</u> be sent to: P. O. Box 700552, San Antonio, TX 78270.

INDEMNIFICATION AGREEMENT:

In consideration of the use of the facility, to the fullest extent permitted by law, LICENSEE AGREES TO DEFEND, HOLD HARMLESS AND UNCONDITIONALLY INDEMNIFY LICENSOR, ST. MARK THE EVANGELIST CATHOLIC CHURCH AND/OR THE ARCHBISHOP OF SAN ANTONIO, THEIR OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, AND AGENTS, against and for all liability, costs, expenses, claims, liens, citations, penalties, fines, attorney's fees, losses, and damages which Licensor may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries either to the persons or property or both of Licensee, any other parties, or to the property of Licensor, in any matter arising out of or resulting from Licensee's use of the premises, INCLUDING, BUT NOT LIMITED TO, ANY NEGLIGENT ACT OR OMISSION OR CLAIM INVOLVING STRICT LIABILITY OR THE NEGLIGENCE PER SE OF LICENSOR, ST. MARK THE EVANGELIST CATHOLIC CHURCH AND/OR THE ARCHBISHOP OF SAN ANTONIO, THEIR OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, AND AGENTS.

THE COVERAGE OF ANY INSURANCE POLICY ACTUALLY CARRIED BY LICENSEE SHALL NOT LIMIT THE EXTENT OF LICENSEE'S LIABILITY UNDER THE FOREGOING INDEMNITY.

Licensee shall be SOLELY responsible for:

- any loss of personal property of the Licensee or Licensee's guests, patrons, employees, agents or workmen;
- any damage to the Facility caused by any of Licensee's guests, patrons, employees, agents or workmen; and/or,
- any personal injuries sustained by Licensee's guests, patrons, employees, agents or workmen.

DAMAGE DEPOSIT:

A Damage Deposit shall be required as part of this Agreement and MAY NOT BE WAIVED. The Damage Deposit, minus any applicable deductions for damages, loss, Additional Security Fee, Excess Possession or Extraordinary Cleaning Fees, shall be refundable within 14 business days after the Event Date.

PAYMENT OF THE DAMAGE DEPOSIT IS DUE 30-DAYS BEFORE THE DATE OF THE EVENT.

CANCELLATION:

A CANCELLATION CHARGE WILL APPLY FOR ANY CANCELLATION PRIOR TO THE SCHEDULED EVENT USING THE FOLLOWING GUIDELINES:

CANCELLATION LESS THAN 30-DAYS OF SIGNING CANCELLATION AFTER 30-DAYS OF SIGNING CANCELATION WITHIN 30-DAYS OF EVENT DATE

50% OF DATE DEPOSIT 100% OF DATE DEPOSIT 100% OF DATE DEPOSIT

Upon receipt of this **written notification of cancellation**, Licensee's **Damage Deposit** will be refunded. Failure of **Licensee** to make the required payments on schedule will cause this Agreement to be treated as a cancellation and all fees paid to date will be forfeited excluding the Damage Deposit. The balance of the deposits will be refunded to the Licensee on the Agreement.

LICENSEE HAS BEEN PROVIDED WITH A COPY OF THE FACILITY LICENSE AGREEMENT INCLUDING INDEMNIFICATION AND TERMS AND CONDITIONS FOR USE OF FACILITY (COLLECTIVELY REFERRED TO AS THE "AGREEMENT") AND HAS READ THE COPY OF THE AGREEMENT INCLUDING INDEMNIFICATION AND AGREES TO ALL TERMS BY SIGNING THIS AGREEMENT.

LICENSEE:			LICENSOR:				
Name of Licensee:		KNIGHTS OF COLUMBUS Council #7613 Christopher Hall Operations Committee					
By:			Name:				
If by an entity complete name and title below:							
Title:				By:			
Address:				An Authorized	d Person:		
City:							
State:		Zip:					
			FOR COUNCIL USE ONLY:				
Primary Contact:					Amount Received:		
Alternate Contact:					Check or MO #:		
Email Address:					Date Received:		
Date Signed:						At Signing	At Due Date



KNIGHTS OF COLUMBUS COUNCIL #7613 Christopher Hall



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ACKNOWLEDGEMENT AND RECEIPT OF TERMS AND CONDITIONS OF USE OF FACILITY

The undersigned, as Licensee to that Facility License Agreement between the Knights of Columbus of St. Mark the Evangelist, Council #7613 as, Licensor, does hereby acknowledge that said undersigned has received a copy of the Terms and Conditions of Use of Facility (Form CH-TC01) governing the rules and the use of the Facility.

LICENSEE:

Name of Lice	ensee:	
(If by a non-p	person complete name and title: below)	
By:		
City:		
State:	Zip:	
Primary Tel:	()	
Alt. Tel:	()	

[ATTACH ORIGINAL EXECUTED COPY TO: FACILITY LICENSE AGREEMENT – LICENSOR COPY]