

Diane Cole Tonto Hills THIA

CHRIST THE LORD LUTHERAN CHURCH
2020 RECURRING or SINGLE USE SPACE UTILIZATION AGREEMENT

THIS AGREEMENT ("the Agreement"), made as of this 9 day of June, 2021, by and between Christ the Lord Lutheran Church, whose physical address is 9205 East Cave Creek Road, Carefree, AZ 85377 (the "Owner") and Tonto Hills Improvement Assoc. and ALL of Cave Creek, AZ (the "Licensee") collectively, the "Parties."

Contact Information: Printed Name of Licensee Tonto Hills Improvement Assoc.
Phone Number 602-284-3431 Email Address Board@tontohills.net

The Parties agree as follows:

Space Utilization

Owner hereby grants a limited and revocable license (the "License") to the Licensee to use the following space:
Education Room and meeting rooms

(the "Space") on the Recurring Usage dates & during the hours specified under this agreement.

Recurring Activities

The Licensee shall hold the following recurring activities: Board and ALL meetings
(the "Recurring Activities") from the 9 day of June, 2021 through the 9 day of June, 2022 (the "Recurring Usage Dates"), each usage between 5 am/pm and 10 am/pm. Licensee is authorized to use the Space to hold the Recurring Activities and for no other purpose. Any changes to utilization of the space require pre-approval by Owner.

Fees

Licensee shall pay to Owner a fee of \$ Free will offering per month (the "Fees"), for the use of the Space. Such fees will be paid by not later than the first day of each month of utilization.

Security Deposit

Licensee shall pay Owner security deposit of \$ Waived (the "Deposit"), upon execution of this Agreement.

Space Specifications

Owner grants to Licensee the following amenities at the Space: _____

Licensee is not authorized to remove or relocate any items affixed to the walls in the Space.

Disclaimers

The Space shall be provided by the Owner as-is, and the Owner make no warranty regarding the suitability of the Space for Licensee's intended use.

Condition

After the completion of each recurring use, the Licensee shall leave the Space in the same or similar condition as received from the Owner.

Damages

Beyond ordinary wear and tear, Licensee shall be responsible for any damage caused by Licensee's use of the Space. Licensee shall arrange for the repair of any such damage to the satisfaction of the Owner. In the event

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9205 E. Cave Creek Rd.
PO Box 2539 Carefree, AZ 85377

Office Phone 480-488-2081
Fax Number 480-488-7012
admin@ctlcarefree.org

Cleanup

Licensee will be responsible for clearing all trash generated during each recurring use and depositing it in the proper waste receptacles on site.

Right of Entry

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner' property, or injury to any person in or near the Space.

Indemnification

Licensee hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of 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, or other agents. Licensee shall notify Owner 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.

Revocation

Owner shall have the right to revoke the License at any time, provided it gives Licensee prior written notice of revocation. In the event that Owner revokes the License for reasons other than nonpayment of fees or breach of this Agreement by Licensee, Owner shall refund to Licensee the full amount paid by Licensee in connection with this Agreement, including the entire Deposit.

Cancellation

Licensee may cancel this Agreement by notifying Owner by providing notice thirty (30) days or more before the cancellation. In such an event, Owner shall refund to Licensee the full amount of the unused Fee. In the event if the Event is cancelled within thirty (30) days, Owner shall have the right to retain the full Deposit.

Assignment

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Arizona, without regard to conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire agreement between Licensee and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day/year first above written.

LICENSEE

Diana E. Lee
THIA Secretary
602-284-3431

OWNER

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