

# Class License Agreement

This Agreement is entered into on the date set forth below by and between Palo Alto Unit 503, an unincorporated association, hereafter sometimes referred to as “Unit” or “Licensor”, and “Licensee”, who is named below.

Recitals:

Unit holds a lease to the premises at 432A Stierlin Rd., Mountain View, CA, referred to herein as “Bridge Center.”

Licensee desires a license to use the premises for the purposes and at the times set forth in this Agreement. Unit wishes to grant such a license, not a sublease, to Licensee on the terms and conditions contained in this Agreement.

It is therefore agreed as follows:

## 1. Grant.

Unit hereby grants to Licensee a license to enter upon and use the Bridge Center to conduct certain bridge classes as set forth below.

## 2. Term of Agreement.

This License shall be for the activities and dates set forth herein, provided, however, that this License may be terminated by either party at any time for any or no reason upon giving 90 days’ notice of termination; that Unit may adjust the start and or finish times of classes scheduled to begin more than 60 days away in order to accommodate changes in club game schedules; and that Licensor may from time to time elect to require cancelation of a single day of class upon 45 days’ notice, if unit determines that a class scheduled for that day is likely to conflict with other activities of the Unit at the Bridge Center.

## 3. License Fees.

Licensee agrees to pay the license fees in effect. Such fees may be changed by Licensor from time to time upon 45 days’ notice to Licensee, and shall be published in the Fee Schedule on the PaloAltoBridge.org. website.

Fees for multi-session classes are due to the Unit Treasurer by the 3rd session for students who pay for the entire class. For students joining after the 3rd session, fees for the rest of the class are due upon enrollment. Fees for those students who pay by the session (drop in) are due by the end of the class. If students drop out after having paid for the entire course, their participation in each session reverts to drop in fees.

Fees for one day classes are due within 5 days of the class.

#### 4. Obligations of Licensee.

Licensee agrees:

- A. To conduct the agreed upon activities in accordance with such rules, procedures and policies including, without limitation, the Bridge Center Class Use Policy published on the Unit Web site, as may from time to time be promulgated by the Unit.
- B. To conduct its activities in a manner which does not interfere with other activities underway at the Bridge Center, or impede the preparation of the Bridge Center for games which immediately follow the class.
- C. To abide by all applicable fire regulations and related municipal or state ordinances that may apply, as well as the Unit's use permit.
- D. To make reasonable arrangements and allowances for the handicapped.
- E. To assist in enforcing parking restrictions required of or by the Unit.

#### 5. Insurance.

At all times Licensee shall provide liability insurance in which Licensor is an additional insured. Such insurance shall provide coverage in the amount

of two million dollars per incident, and four million dollars total coverage. In the event Licensor's customary coverage insures Licensee's activities, Licensee need not provide additional insurance, but if Licensor's coverage does not include Licensee's activities, Licensee shall provide such coverage.

#### 6. Arbitration Provision.

In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that such dispute shall be referred to arbitration, each party to select an arbitrator, and those two to select a third, all to occur within one month. The actions of a majority of the arbiters shall be final. The costs of the arbitration shall be borne equally, unless otherwise decided by the arbiters.

#### 7. General and Miscellaneous Provisions.

- A. Maximum Occupancy. Maximum legal occupancy of the Bridge Center is

200 people. If two or more games/events are scheduled at the Center for the same time period, the Licensees of each game/event shall share the Center on terms agreed to by them.

C. Liability. Unit is an unincorporated association. Licensee agrees that whatever remedies it may have under this Agreement shall be pursued and asserted solely against the said association and not against any member or officer thereof.

D. Notices. All notices between the parties shall be in writing and shall be deemed duly served and given when personally delivered or when deposited in the US Mail, postage prepaid, addressed to the parties as set forth below, or at such other address as one party may hereafter advise the other party by notice pursuant to this paragraph.

E. Entire Agreement. This agreement contains the entire agreement of the parties and correctly sets forth the rights and obligations of each to the other. Any prior agreements or representations not expressly set forth in this Agreement are of no force and effect.

IN WITNESS WHEREOF, the parties have entered into this License Agreement on \_\_\_\_\_, 20\_\_\_\_ at Mountain View, California.

LICENSOR

Palo Alto Unit 503, an unincorporated  
association 432A Stierlin Rd.  
Mountain View, CA. 95043

By: \_\_\_\_\_

LICENSEE

Name and address of  
Licensee:

\_\_\_\_\_

Licensee by:\_\_\_\_\_ Date:\_\_\_\_\_

Planned Activities: \_\_\_\_\_

Scheduled Dates and Times: \_\_\_\_\_

Revision Date: 1-17-19