

FACILITY LICENSE AGREEMENT

This Facility License Agreement dated for identification purposes only as _____, 2015, is entered into by SUSSEX COUNTY ASSOCIATION OF REALTORS® (hereinafter referred to as “SCAOR”) and _____ (hereinafter referred to as “Group”).

Group wants to use certain facilities at the SCAOR building at 23407 Park Avenue, Georgetown, Delaware 19947, for the purpose stated on the attached Facility Request Form (hereinafter referred to as the “Request Form”); and SCAOR desires to grant Group a license for the right to use such facilities subject to the provisions set forth herein and on the Request Form.

NOW THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived here from, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SCAOR and Group agree as follows:

1. Facility Request Form: The details stated on the attached Facility Request Form are included as part of this Agreement.

2. License: SCAOR grants to Group, and Group accepts from SCAOR, the right to use the facilities (hereinafter called “Facilities”) specified on the attached Request Form for the purpose and the dates and times specified on the Request Form. Group shall coordinate access to the Facilities and other requests for the event with the SCAOR representative indicated on the Request Form.

3. Permitted Use: Group shall use the Facilities solely for the event according to the provisions of this Agreement and the Request Form. Group shall not use or allow any use of the Facilities for any purpose or in any manner other than as indicated on the Request Form. Use of the Facilities for any other purpose is cause for immediate termination of the Agreement and the right to use the Facilities. Group shall use the Facilities in accordance with all applicable federal, state and local laws, rules and regulations. A SCAOR employee will be at the Facilities at the arrival time to open the Facilities and will be there at the end time to close the Facilities. Group is advised that there are security cameras in the Facilities which may subject the event to security camera monitoring. SCAOR reserves the right to require extra security for the event which the Group would pay for providing SCAOR notifies the Group no later than seven (7) days prior to the event. Group is permitted to bring temporary equipment such as a sound system, dance floor or exhibit booths.

4. Fees, Charges and Other Expenses: As consideration for use of the Facilities, Group shall pay SCAOR the fees set forth in the attached Request Form. Such fees shall be paid one-half upon signing this Agreement, and the final balance no later than the day of the event. These fees shall be paid to SCAOR without any offset or deduction. If Group cancels the Event after signing this Agreement, the first half of the fees are forfeited but the security deposit will be refunded. If the Group has not vacated the Facilities within one-half hour of the designated Event End Time, Group shall pay SCAOR for the additional time beyond the Event End Time rounded up based on 15 minute blocks, at the rate of one and one-half times the rate specified on the

Request Form. Group shall pay SCAOR a security deposit upon signing this Agreement. Charges assessed against Group for damage, repair, cleanup or other extraordinary expenses shall be payable to SCAOR no later than 30 days after the date of SCAOR'S invoice. Such additional charges shall be first deducted from the security deposit with an itemized list of deductions and any invoice for a balance due or refund to Group to be mailed by SCAOR within 15 days after the end of the event. Any fees not paid when due shall accrue interest at the rate of One Percent per month or fraction of a month overdue.

5. Deliveries, Trash and Lost and Found: Group may possibly make prior arrangements with SCAOR to deliver items to the Facilities on a mutually-agreeable date and time prior to the event. SCAOR is not responsible for the security of these items. At the end of the event Group shall bag the trash and place it in the dumpsters outside. Any items left at the Facilities may be disposed of by SCAOR or put into its "lost and found" which items are periodically donated to charity.

6. Music: If Group intends to have music during the event (live, a DJ, or otherwise), Group shall be responsible for obtaining any licenses necessary for using the music.

7. Food and Beverages: Group shall not serve or allow food and beverages in the Facilities unless indicated on the Request Form. Group shall only allow or serve alcoholic beverages strictly in accordance with requirements of the Delaware Alcoholic Beverage and Control Commission and local ordinances. Group shall only use the caterer's kitchen if indicated on the Request Form and shall leave the kitchen in a clean and sanitary condition. If it is not left in a clean and sanitary condition, Group shall be charged \$25.00 per hour for custodial time.

8. Merchandise: Group shall not sell merchandise from the Facilities unless indicated on the Request Form and then shall only sell the type of merchandise indicated.

9. Decorations; Prohibited Items: Group shall not use screws, nails, tacks, hooks, pins, tape or other adhesive to affix decorations or other items to the Facilities or its fixtures, furniture or equipment. Group shall not (i) use any smoke or fog machines at the Facilities, (ii) use any open flames at the facility (other than dripless candles in a small enough number to not set off the smoke alarms), or (iii) use any glitter, confetti, flower petals, rice, rice bags or bird seed at the Facilities (other than bird seed outside).

10. Name Use; Signage: Group shall not use or provide SCAOR'S name or logos in any manner or media in connection with the event without the prior approval of SCAOR. Direction signs or banners may be placed outside the Facilities on the day of the event and removed at the end of the event.

11. Insurance: Group shall obtain and pay for general public liability insurance in commercially reasonable limits and shall provide SCAOR with a certificate of insurance naming SCAOR as an additional named insured on the policy no later than seven (7) days prior to the start of the event. Group shall provide workers compensation insurance for its own employees.

12. Indemnification: Group shall indemnify, hold harmless, protect and defend SCAOR and its employees, directors and members for, from and against any and all demands,

claims, suits, damages, losses, liabilities, costs, expenses, reasonable attorneys' fees directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death in connection with Group's use of the Facilities or the Event, beyond the limits of payments made by either parties' insurance carrier.

13. Condition of Facilities: SCAOR makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with, applicable laws for the Facilities for Group's intended use. Accordingly, Group acknowledges and agrees that Group has made an adequate investigation and inspection of the Facilities and its own determination regarding the suitability for Group's intended use. Group further acknowledges and agrees that the Facilities shall be delivered by SCAOR to Group "as is", "where is" and "with any and all faults", and without any representation or warranty of any kind (express or implied) including, but not limited to, representations and warranties as to the merchantability and fitness for use for any particular purpose, and shall be used by Group for the event at Group's own risk. SCAOR undertakes no obligation whatsoever for the safety or security of any property or persons of the Group or for the event. Group shall return the Facilities to SCAOR after the event in the same condition as when received.

14. No Assignment or Amendment; No Waiver: This Agreement and the right to use the Facilities may not be assigned or transferred in whole or in part by the Group and may not be amended or modified except in writing signed by both parties. Any waiver of any provision of this Agreement shall be in writing and duly executed by the waiving party, otherwise such waiver shall not be effective.

15. Termination: SCAOR shall have the right to terminate this Agreement and Group's license to use the Facilities upon the occurrence of any breach or default by Group effective immediately upon the giving of written notice of termination by SCAOR to Group. SCAOR reserves the right to cancel the booking of the Facilities if SCAOR needs the Facilities for one of its own events providing SCAOR gives prior written notice to Group no later than 60 days prior to the start of the event.

16. Governing Law and Attorney's Fees: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware. The parties irrevocably consent to the jurisdiction of the State of Delaware and agree that the courts of Delaware shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. If SCAOR brings legal action to enforce this Agreement, Group shall pay the reasonable attorney's fees of SCAOR.

17. Headings and Counterparts: The headings in this Agreement are for convenience of reference only and should not be construed, expressly or by implication, to effect interpretation of any of the provisions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

18. Notice: Any notice to be given to SCAOR shall be given to Ruth Briggs King or Angela Emerson at: SCAOR, 23407 Park Ave. Georgetown, DE 19947 . Any notice to Group shall be given to the contact indicated on the Request Form.

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be legally bound by its terms.

Signed in the Presence of:

SUSSEX COUNTY ASSOCIATION
OF REALTORS®

Witness

By: _____

Name of Group:

Witness

By: _____