



**LICENSE AGREEMENT
FOR USE OF THE LEGACY FOUNDATION OUTREACH CENTER**

This License Agreement for Use of the Outreach Center comprised of this two (2) page document and attached Exhibits “A” and “B” (“**Agreement**”) is executed this ____ day of ____, 20 ____, by and between **THE LEGACY FOUNDATION OF SOUTHEAST ARIZONA**, an Arizona not-for-profit corporation holding tax exempt status under IRC Section 501(c)(3) (hereinafter referred to as “**LFSAZ**”) whose address is: 302-01 El Camino Real, Sierra Vista Arizona, 85635 Attn: CEO and ____, a not-for-profit tax-exempt, community service or government organization, (the “**Guest Organization**”) whose address is: ____.

R E C I T A L S

The LFSAZ owns and operates the Outreach Center located adjacent to the LFSAZ office 302-01 El Camino Real, Sierra Vista, Arizona. Subject to the Terms and Conditions set forth on Exhibit “B” attached hereto and by reference made a part hereof (the “**Terms and Conditions**”), the LFSAZ makes the meeting rooms and common areas in the Legacy Outreach Center available to not-for-profit, community service and government organizations.

Guest Organization has read, understands and agrees to the Terms and Conditions and has requested the LFSAZ allow Guest Organization to use (check as appropriate)

- San Pedro Room (19 Person Capacity)
- Prickly Pear Room (30 Person Capacity)
- Combination Classroom (49 Person Capacity)
- Hummingbird Room (10 Person Capacity)

On [Click here](#) to enter a date during the hours of ____ to ____ for ____ (the “**Use**”) (Please attach Exhibit “A” regarding contact information, meeting details, equipment needed and etc.)

Now, therefore, for and in consideration of the promises and mutual representations, warranties, covenants and agreements contained herein, the parties agree as follows:

A G R E E M E N T

1. **License.** Subject to the Terms and Conditions, the LFSAZ grants to Guest Organization a revocable, nonexclusive license (“**License**”) to Guest Organization solely for the purpose of using the Licensed Areas for the Use at the date and time set forth above.

2. **Representations and Warranties of Guest Organization.** Guest Organization and the individual executing this License on its behalf hereby represent and warrant that Guest Organization has read and understands this Agreement and has the requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder, that this Agreement has been duly authorized and executed by Guest Organization and is enforceable against Guest

Organization in accordance with its terms, and that Guest Organization will fully comply with all laws applicable to its use of the Licensed Area. Guest Organization further represents, warrants and agrees it shall maintain throughout the term of this License commercial general liability insurance for bodily injury and property damage relating to the Licensed Areas, the Facility and their appurtenances and Guest Organization's operations therein on an occurrence basis with coverage of not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate and, if requested by the LFSAZ, provide reasonable proof of such insurance.

3. **Indemnification.** In consideration of Guest Organization's use of the Licensed Area and any property of the LFSAZ, Guest Organization agrees to defend and indemnify LFSAZ, its trustees, officers, employees, agents and representatives (the "**Indemnified Parties**") and shall hold them harmless from and against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or alleged to have arisen from (i) Guest Organization's use of the Licensed Area, the Outreach Center and/or any property of the LFSAZ (the "**Facilities**"), (ii) a breach of any of the representations, warranties or obligations of this Agreement, (iii) any claims (whether founded or unfounded) of any nature or character (including, without limitation, claims for personal injury, death, assault and battery, damage to or destruction of property, right of privacy violations or any other tangible or intangible personal or property right) based upon or arising out of Guest Organization's use of the Facilities, or (iv) any actual or alleged negligent or intentional act of Guest Organization, its employees, agents, representatives, contractors, participants, members, visitors, sponsors or invitees based upon or arising out of Guest Organization's use of the Facilities.

4. **Miscellaneous.** If any term or provision of this Agreement is held by a court to be invalid or unenforceable, the remainder of this License will be interpreted and applied in a manner so as to most closely effectuate the intent of the parties to this License. This License may be executed in duplicate counterparts, each of which will be an original, but all of which shall constitute one agreement. Neither this License nor any memorandum of this License shall be recorded. This Agreement shall be construed in accordance with the laws of the State of Arizona. This License contains all the agreements made by and between the parties and supersedes any prior agreements made by them.

This Agreement is executed the day and date first written above for the purpose set forth herein.

THE LEGACY FOUNDATION OF SOUTHEAST ARIZONA,
an Arizona not-for-profit corporation

BY: _____

Title: _____

GUEST ORGANIZATION,

By checking this box and **typing** my name below, I am electronically signing this license agreement

BY: _____

Title: _____

LICENSE AGREEMENT FOR USE OF THE LEGACY FOUNDATION OUTREACH CENTER

EXHIBIT "A"

Attached to and made a part of
LICENSE FOR USE OF THE LEGACY FOUNDATION OUTREACH CENTER
TERMS AND CONDITIONS OF USE

Section 1 (name of Guest Organization): _____

Name of Contact: _____

Telephone number: _____

Section 2 (details of specific use or function): _____

If this is an attachment to a previously signed agreement, please provide the date and time for this meeting: _____

Estimated number of attendees: _____

Electronic Equipment Needed:

- None
- Internet Access
- Conference Telephone
- Projection/Television Screens for Presentation
- Laptop
- Blu-ray DVD Player
- Digital Document Camera

Please note: The Legacy Foundation does not provide copier service.

_____ Initials of Authorized Representative of Guest Organization

EXHIBIT “B”
Attached to and made a part of
LICENSE FOR USE OF THE LEGACY FOUNDATION OUTREACH CENTER
TERMS AND CONDITIONS OF USE
POLICY

On a first-come, first-served, space available basis, the Legacy Foundation of Southeast Arizona (“LFSAZ”) makes meeting rooms in the Outreach Center available for non-profit tax-exempt, community service and government organizations only.

An organization using the Outreach Center (“**Guest Organization**”) may not state or imply that the LFSAZ is sponsoring their program or event. Guest Organization will not use LFSAZ’s logo in any manner without prior express written consent from the LFSAZ.

The Outreach Center is not available for personal celebrations, e.g. birthday, anniversary or similar anniversaries.

Responsibilities of Guest Organization:

Guest Organization will:

- Not conduct or allow any activity in the Outreach Center that in the sole judgment of the LFSAZ would be detrimental to the LFSAZ’s tax exempt status or reflect badly on the LFSAZ’s reputation in the community.
- Ensure that its employees, agents, contractors, participants, sponsors, members, visitors and invitees only use the Licensed Area for the use set forth in Exhibit “B” and observe and comply with any and all rules and regulations issued by LFSAZ for the use of the Licensed Area.
- Be responsible for all destruction of or damage to the Outreach Center or Licensed Area, or any destruction of or damage to any equipment or furnishings therein caused by any act or omission, whether negligent or otherwise, of any agent, employee or contractor of Guest Organization occurring anytime, or any visitor, participant, sponsor, member or invitee of Guest Organization occurring during Guest Organization’s use, including damage to any Area of the Outreach Center outside the Licensed Area caused by individuals in any way associated with Guest Organization.
- Be responsible for cleaning up the Licensed Area after every use.
- Supply and maintain all specialized furnishings, equipment, materials and supplies necessary for its particular use of the Licensed Area (any equipment or other furnishings used by Guest Organization shall be of a type that will not damage any part of the Licensed Area).
- Use the designated Facility entrances, hallways and restrooms only.
- Ensure that its employees, participants, contractors, sponsors, members, visitors, agents and invitees are considerate of and cooperative with other users of the Facility.
- Promptly address all concerns or issues to LFSAZ’s staff member on duty.

In connection with their use of the Outreach Center, the Guest Organization agrees that neither it nor its employees, participants, contractors, members, agents, sponsors, visitors or invitees will: (i) intentionally distribute, post or leave materials and/or literature about Guest Organization or its programs in or on any portion of the Licensed Area or the Outreach Center after Guest Organization’s designated hours of use; (ii) store any equipment, furniture, decorations, or other materials in the Licensed Area other than as may be approved by the LFSAZ in writing; (iii) charge admission fees, ask for donations, sell items or services or conduct any fund raising activities; (iv) Guest Organization agrees it will not remove any supplies or equipment belonging to LFSAZ.

In the event of damage to the facilities or equipment, the Guest Organization is responsible for replacing, reimbursing, repairing and/or cleaning the location and/or items in question.

An employee or designated representative of the LFSAZ must be available during meetings to provide guests of the Guest Organization with assistance and secure the Center after the meeting.

LFSAZ, its trustees, officers, employees, agents or representatives shall not be responsible or have any liability for loss or damage to or destruction of any property belonging to Guest Organization, its agents, employees, participants, members, visitors, sponsors or invitees.

Guest Organization understands and agrees that one or more of LFSAZ’s employees may also be in the Licensed Area from time to time during Guest Organization’s hours of use as part of their employment with LFSAZ. Their presence will in no way be considered a violation of this License.

Reservations:

Reservations will be made on a first-come, first-served space available basis and standing reservations for no more than one year may be made. Potential Guest Organizations should contact Susan Richards at 520-335-6015 or by e-mail: Susan.Richards@lfsaz.org to make reservations.

The meeting rooms are available during normal business hours, 8:00 a.m.-4:30 p.m. Monday thru Friday. Weekend use and after-hours use may be permitted with prior approval.

In the event that a scheduled meeting room becomes unavailable, the LFSAZ will make every attempt to reschedule the meeting in another room.

The LFSAZ reserves the right to refuse the use of meeting rooms to any organization that has abused its past privileges in using the meeting room either by vandalism, abusive action, other disturbance or not using the space for the stated purpose.

Guest Organization agrees that it will not enter or use any other portion of the Outreach Center or LFSAZ’s properties other than the Licensed Area without the prior written consent of LFSAZ, and that it will not use the Licensed Area for any purpose or use not expressly permitted in this License without the prior written consent of LFSAZ.

This Agreement, the License and the relationship of LFSAZ and Guest Organization shall not be deemed to create a lease or any other interest in real property in favor of Guest Organization.

This License is personal to Guest Organization and is not assignable in whole or in part and does not and will not inure to the successors and/or assigns of Guest Organization.

Guest Organization and its employees, agents, contractors, participants, members, sponsors, visitors and invitees shall utilize only the entrances, hallways and restrooms of the Facility designated on the attachment to Exhibit "B". Use of any Area not identified as the Licensed Area and authorized adjacent Area requires written consent by LFSAZ.

Meeting Room Capacity and Facilities:

Prickly Pear Room

- Seating capacity - 24 (seated at tables). Maximum room capacity - 30
- There are 6 tables that each seat 4. Additional chairs are available.
- Wi-Fi is available.
- The room is equipped with a projector with screen, TV Monitors and Blu-Ray DVD Player with laptop connectivity.
- A laptop is available and should be requested at the time of room reservation.
- A telephone is available for local use and for conference calls.

San Pedro Room

- Seating capacity - 16 (seated at tables). Maximum room capacity – 19.
- There are 4 tables that each seat 4. Additional chairs are available.
- Wi-Fi is available.
- The room is equipped with a projector and screen, Blu-Ray DVD Player, Doc Cam and Video Conferencing Equipment with laptop connectivity.
- A laptop is available and should be requested at the time of room reservation.
- A telephone is available for local use and for conference calls.

Combination Classroom (San Pedro and Prickly Pear Classrooms, described above can be combined to create the Combination Classroom).

- Seating capacity - 40 (seated at tables). Maximum room capacity – 49.
- There are 10 tables that each seat 4 comfortably. Additional chairs are available.
- The room is equipped with a projectors and screens, TV monitors, Blu-Ray DVD Player, Doc Cam and Video Conferencing Equipment with laptop connectivity.
- A laptop is available and should be requested at the time of room reservation.
- A telephone is available for local use and for conference calls.

Hummingbird Room

- Seating capacity - 8 people. Maximum room capacity – 10.
- There is one (1) conference table that seats 8 comfortably.
- The room is equipped with a TV monitor with laptop connectivity.
- A laptop is available and should be requested at the time of room reservation.
- A phone is available for local use and for conference calls.

Food:

- The Outreach Center has a small kitchen with a sink and refrigerator.
- A coffee machine and ice maker / water dispenser are available.
- Organizations may cater food and non-alcoholic beverages for meetings. All left-over food, drink and service items must be removed from the Outreach Center at the completion of the meeting and placed in a trash receptacle located on the southside of the Brooks building.
- Clean-up of all food products, liquids, trash and spills is the responsibility of the organization. A \$50.00 cleaning fee may be charged to the user if the facility is not returned in clean condition.

Care and Use of Meeting Rooms – Internal and External:

- Telephone use for local calls only.
- Tables and chairs must be returned to original arrangement or as agreed upon with the LFSAZ staff.
- Care should be taken to protect conference tables from scratches and other damage.
- Tables must be left clean and free of papers and debris.
- Trash must be placed in trash receptacles and receptacles must be emptied and trash placed in the trash receptacle located on the southside of the Brooks building.
- New trash bags are located in the utility closet.
- Restrooms must be left clean and free of trash.
- Thumb tacks and tape may not be used on walls. Adhesive items are allowable provided they do not damage the walls.
- Meeting room doors must be closed if multiple meetings are occurring.

Additional Information:

- The front door is handicapped accessible as are the restrooms.
- Smoking is prohibited on the LFSAZ premises.
- Children cannot be left unattended while parents/guardians attend meetings.
- The LFSAZ is not responsible for items left in the facility.
- The LFSAZ must be notified immediately of any loss or damage -- 520-335-6015.