

**LICENSE AGREEMENT FOR CONDITIONAL
TEMPORARY USE OF MEETING ROOM FACILITY OF
WEST SAN GABRIEL VALLEY REALTORS®**

The West San Gabriel Valley REALTORS® ("Association") hereby grants to _____ ("Licensee") a temporary license to occupy and use the meeting room(s) at Association's offices located at 1039 E. Valley Blvd. Unit 205B, San Gabriel, California 91776 ("Facility") on the following terms and subject to the following conditions:

1. Security Deposit. Licensee agrees to pay \$300.00 as a security deposit. In the event of any violation of this agreement, all or any part of the security deposit may be forfeited.

2. Date and Time of Use. Licensee shall have the right to use the Facility only on the following date ("Use Date") and during the following time period ("Use Period"), and at no other date or time:

Date:

Time:

3. Payment for Use. As a condition to the effectiveness of this Agreement, Licensee shall pay the following sums to Association on or before the following dates:

\$ _____ on or before 4:00 p.m.

\$ _____ on or before 4:00 p.m.

4. Cancellation by Association. Association reserves the right to cancel this Agreement and not allow use of the Facility any time prior to the _____th day before the Use Date, in which event all sums paid by Licensee to Association for use of the Facility shall be promptly refunded to Licensee.

5. Cancellation by Licensee. Licensee may cancel any time on or before the _____th day prior to the Use Date and be entitled to a full refund of all sums paid by Licensee to Association. In the event Licensee cancels less than **5** days prior to Use Date, Association shall retain one-half of all sums paid by Licensee as its liquidated damages (the parties agreeing that it would be extremely impractical or difficult to ascertain the exact damages sustained by Association in such event and that one-half of all sums paid is a reasonable approximation of such damages).

6. Insurance. Not less than three days prior to the Use Date, Licensee shall provide evidence acceptable to Association that Licensee has a currently effective policy of general liability insurance with coverage amounts of not less than \$1,000,000 per occurrence that names the Association as an additional insured.

7. Indemnification. Licensee shall defend, protect, indemnify and hold harmless Association as well as the directors, officers, employees and members of Association from and against any and all claims from any cause arising out of or relating to this Agreement, including without limitation (a) the use or occupancy, or manner of use or occupancy, of the Facility, (b) any breach of or default under this Agreement by Licensee, and (c) any action or proceeding brought on account of any matter related in any way to this Agreement or the Licensee's use and occupancy of the Facility. Notwithstanding the foregoing, no defense, indemnification or hold harmless obligations under this Agreement shall relieve any insurance carrier of its obligations under any insurance policies carried by either party pursuant to this Agreement. The indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement until all claims involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations. The prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred in enforcing such indemnification obligations.

8. Release and Waiver. To the fullest extent permitted by law, and as a material part of the consideration to Association for this Agreement, Licensee hereby releases Association as well as the directors, officers, employees and members of Association from responsibility for, waives Licensee's entire claim of recovery for, and assumes all risk of (a) damage to property or injury to persons (including death) from any cause whatsoever, (b) damage to property or injury to persons (including death) as a result of events occurring outside the Facility, and (c) business interruption or other consequential damages.

9. Assignment. This Agreement and the license granted hereunder are personal to Licensee and shall not, without the prior written consent of Association (which may be withheld in the sole and absolute discretion of Association) be assignable in whole or in part. Any change in control of the ownership of Licensee which differs from the control of ownership as of the date of this Agreement shall be considered a prohibited assignment of this Agreement and the license granted hereunder shall be deemed revoked.

10. No Lease or Tenancy. No legal title or leasehold interest in the Facility shall be construed to have been created or vested in Licensee as a result of this Agreement, the license granted hereunder, or the use or occupancy of the Facility. LICENSEE WAIVES ANY AND ALL RIGHTS OFFERED TO TENANTS OF COMMERCIAL REAL PROPERTY UNDER FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES, INCLUDING WITHOUT LIMITATION CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 1161 AND FOLLOWING.

11. Prompt Departure. Licensee shall depart from the Facility promptly following the end of the Use Period. Licensee shall be charged a late departure fee of \$ _____ for each one-half hour of time that the Facility or any portion thereof is occupied by Licensee following expiration of the Use Period.

12. No Right to Use Association Name. Licensee may state the address of the Facility but shall not be permitted to use the name of Association in any advertisement or notice concerning use of the Facility. Any violation of this provision shall at the option of Association render this Agreement void.

13. No Smoking, Drinking or Food. Licensee shall not allow smoking, drinking or alcoholic beverages around or near the Facility before, during or after the Use Period. Consumption of food and non-alcoholic beverages must have prior written consent.

14. Miscellaneous Provisions. If any dispute arises between the parties concerning the breach, enforcement or interpretation of this Agreement, the prevailing party shall be entitled to all court costs including reasonable attorneys' fees. This Agreement constitutes the final, complete and exclusive statement among the parties with respect to the subject matter of the Agreement, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on the party's respective representatives, successors and assigns. Any agreement modifying or terminating this Agreement must be reflected in a writing signed by the parties that specifically states that such agreement modifies this Agreement. Time is of the essence of each and every term, condition and provision of this Agreement in which time of performance is a factor. This Agreement shall be governed, enforced and construed under the laws of the State of California. Any action to enforce this Agreement shall be brought in the Superior Court of Los Angeles County. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by applicable law. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Dated: _____

Print Name

West San Gabriel Valley REALTORS®

Signature

By: _____
Albert Tran, Chief Executive Officer
"Association"

Company Name and Address:

"Licensee"