



Hindu Matiya Patidar Samaj, Inc.

A California Non-Profit Organization # CA 137 9572, EIN # 33-024675



Matiya Patidar Center

15311 Pioneer Blvd.

Norwalk, CA 90650

Phone: 562-484-0822

Fax: 562-484-0922

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the day set forth below, by and between Hindu Matiya Patidar Samaj, Inc., a California non-profit corporation ("**HMPS**"), and the undersigned client ("**Client**"), with reference to the following:

A. HMPS leases from H.M.P.S. Foundation, a California non-profit corporation ("**Foundation**"), certain real property located at 15311 Pioneer Blvd., Norwalk, California 90650 (the "**Premises**").

B. HMPS desires to license to Client the use of specific areas on the Premises ("**Specific Areas**") as set forth on Schedule A, attached hereto ("**Schedule A**"), and Client desires to accept such license, on the terms set forth below.

C. All capitalized terms not otherwise defined herein are defined on Schedule A.

NOW, THEREFORE, the parties hereto agree as follows:

1. License/Term.

1.1 License Application. Client has previously submitted a License Application, in the form attached hereto as Schedule B ("**License Application**"), and HMPS has approved such License Application for Client's license of the Specific Areas. Client warrants that all statements and information provided on the License Application were true and accurate at the time such License Application was submitted to HMPS, continue to be true and accurate as of the date hereof and will continue to be true and accurate through the termination or expiration of the license term referenced below.

1.2 License. HMPS licenses to Client and Client licenses from HMPS the Specific Areas on the terms and conditions set forth in this Agreement.

1.3 Term. The term of the license granted hereunder shall commence on the Start Date/Time and expire promptly upon the End Date/Time ("**Term**"). Should Client continue to use the Premises upon expiration of the Term, Client shall pay for such additional license as determined by HMPS, at HMPS's prevailing license rates.

2. Fee/Deposit.

2.1 Security Deposit. The Security Deposit, set forth on Schedule A, was submitted concurrently with the License Application and shall be returned to Client at Client's address set forth on the License Application within ten (10) days after the End Date/Time and upon satisfactory inspection of the Premises by HMPS at the End Date/Time; provided however, that HMPS shall have the right to retain all or any portion of the Security Deposit as a credit toward any additional charges attributable to Client. The Security Deposit shall not be the maximum amount of Client's obligations hereunder, and HMPS reserves the right to invoice Client for any of Client's obligations in excess of the Security Deposit.

2.2 License Fee. The License Fee set forth on Schedule A is due in full twenty (20) days prior to the Start Date/Time; provided, however, said License Fee shall be due concurrently upon execution of this Agreement if Agreement is executed within twenty (20) days prior to the Start Date/Time. Any subsequent changes or amendments to Schedule A that modify the License Fee or Security Deposit amount payable hereunder shall be payable by Client or refunded by HMPS (as the case may be) immediately at such time as any modifications are made. The License Fee includes: (1) cleaning fees; (2) labor and set-up fees; and (3) rental fees for any items Client may rent from HMPS, including audio sound systems, microphones, instruments, tablecloths, chairs and/or tables ("**Rented Items**"). The License Fee may include: (1) security fees; and (2) insurance fees, as agreed upon by the parties in advance.

2.3 Cancellation/Refund. Any cancellation of this Agreement shall be in writing. Client hereby acknowledges and agrees that it is difficult and impractical to ascertain the amount of damages sustained by HMPS as a result of Client's cancellation of this Agreement. Client further acknowledges and agrees that it is entitled to a refund of its Security Deposit and/or License Fee, subject to HMPS' retention of a cancellation fee (which fee represents a reasonable estimate of damages resulting from such cancellation), as liquidated damages, based on HMPS's receipt of Client's cancellation within the following time frames: (i) if at least sixty (60) days prior to the Start Date/Time, Client shall receive a full refund less 10%; (ii) if at least forty-six (46) to fifty-nine (59) days prior to the Start Date/Time, cancellation fee shall be full refund less 25%; (iii) if at least thirty (30) to forty-five (45) days prior to the Start Date/Time, cancellation fee shall be full refund less 35%; (iv) if at least fifteen (15) to twenty-nine (29) days prior to the Start Date/Time, cancellation fee shall be full refund less 50%. Any cancellation within fifteen (15) days prior to the Start Date/Time shall render the Security Deposit and/or License Fee nonrefundable. Refunds and deduction for cancellations are based on full License Fees as applicable under the contract.

Initial HMPS nmp Client _____

3. Use.

3.1 Permitted Use. The use and occupancy of the Specific Areas shall be for religious ceremonies and gatherings, fundraising activities and/or any other event which shall be approved in advance by HMPS. Client shall not use the Specific Areas for political announcements or speeches, unless otherwise approved in advance by HMPS. Client shall

exercise due care in the use of the Specific Areas and shall maintain the same in good repair and in a condition equivalent in all respects to that in which it was received by Client. Client is solely responsible for the Specific Areas during the Term of this Agreement, including any expenses and other charges incurred in connection with the use or operation of the Specific Areas. Client shall not commit any waste or any public or private nuisance upon the Premises. HMPS reserves the right to refuse admittance to any person or organization.

3.2 Areas Other Than Specific Areas. Client acknowledges that the license granted hereunder extends only to the Specific Areas set forth on Schedule A and that any use or clean-up of the Premises, other than the Specific Areas, shall be subject to additional license fees at HMPS's prevailing license rates.

3.3 Non-Exclusive Use. Client acknowledges and agrees that the license granted hereunder is non-exclusive and that the Premises (other than the Specific Areas) may be in use by third parties during the Term.

3.4 Permitted Time. Each license shall be for a period of five (5) hours per calendar day ("**Permitted Time**"). Any additional time in excess of the Permitted Time is subject to the prior approval of HMPS and shall incur an additional fee of two hundred dollars (\$200) per hour. The Permitted Time includes set-up time and breakdown time (cleaning, replacing rented furniture, etc.).

3.5 Advertisement. Any advertisement of Client's use of the Specific Areas must be approved in advance by HMPS and identify the Premises as "Matiya Patidar Center" or "Sanatan Dharma Temple", and state the address and phone numbers of Premises set forth in this Agreement.

3.6 Smoking/Alcohol Policy. Smoking and alcohol sale or consumption is expressly prohibited on the Premises.

3.7 Fire. Client's use of fire or burning materials during the Term must be approved in advance by HMPS and the appropriate local fire department or agency. To the extent any such local fire department or agency requires, Client shall, at its sole cost and expense, arrange for the presence during the Term of one or more uniformed fire officials to monitor such fire or wood burning activities.

3.8 Food. Only vegetarian cooking and grilling is allowed on the Premises, subject to the prior approval of HMPS. All food consumed on the Premises shall be vegetarian only.

3.9 Occupancy. Client must adhere at all times to posted occupancy signs.

3.10 Security. Unless otherwise waived in writing by HMPS, Client shall during the Term at its own cost and expense arrange for the presence of one (1) licensed security guard for every one hundred (100) of Client's invitees. HMPS' waiver of the foregoing

requirement shall not create any obligation by HMPS to provide any security services during the Term, increase or otherwise affect HMPS's liability, nor limit Client's indemnification obligations under this Agreement.

3.11 Configuration. Client shall cause to be delivered to HMPS at least ten (10) days prior to the Start Date/Time, a written request and/or diagram identifying Client's proposed configuration for the furniture located in the Specific Areas, which HMPS shall cause to be configured, subject to HMPS's sole discretion and approval. Any subsequent changes or modifications to the configuration are subject to further approval by HMPS and shall be the sole responsibility of Client.

3.12 Decorations. All decorations must be approved in advance by HMPS and placed on tables only. Except with the prior consent of HMPS, Client shall not (a) place any nails, hooks, tacks, screws or other fasteners into any part of the Premises; or (b) place or permit to be placed signs on painted walls on any part of the Premises. No decorations such as posters, pictures or banners are to be fastened to walls, woodwork or curtains whether on the inside or outside of the Premises. Client shall otherwise make no alterations to the Premises.

3.13 Kitchen. To the extent Client's license includes use of the kitchen facilities; Client may only use the ovens, stoves, microwave and coffee machine. Client may not use any dishes, china, pots, pans, utensils, table linens, serving trays or dishwasher. Any missing items from the kitchen shall subject Client to additional charges which shall be deducted from the Security Deposit and/or charged to Client.

3.14 Clean-Up. The Specific Areas must be left in good condition and repair, all carpets vacuumed and floors in broom clean condition. All trash must be placed in an appropriate trash receptacle. To the extent Client's license includes use of the kitchen facilities, Client shall leave such area in good condition and repair, clean the countertops, ovens, stoves, microwave and wash the coffee machine. No food shall be left in the refrigerator or freezer without prior approval of HMPS. HMPS reserves the right to deduct from the Security Deposit and/or charge to Client all expenses associated with excessive clean-up, destruction of the Specific Areas or Premises and use of the Premises other than the Specific Areas. All food, beverages, equipment and rented supplies not owned by HMPS must be removed from the Specific Areas immediately upon the End Date/Time. Failure to timely vacate the Specific Areas may result in additional charges which shall be deducted from the Security Deposit and/or charged to Client.

4. Inspection by HMPS. HMPS reserves the right during the Term to enter the Premises for the purposes of inspecting the same and verifying Client's compliance with this Agreement.

5. Damages. Client shall not cause or permit the Premises to be injured, marred, or in any manner defaced or changed. Client is responsible for any and all damages to the Premises caused by Client or Client's invitees. HMPS reserves the right to deduct from the Security Deposit and/or charge to Client any amounts expended towards any such damage.

6. Insurance. Unless otherwise waived in writing by HMPS, Client shall during the Term at its own cost and expense maintain in full force and effect public liability and property damage insurance issued by an insurance company satisfactory to HMPS, insuring the interest of HMPS and Foundation as additional insureds. The policy shall be for primary coverage, shall have a deductible in an amount not greater than a commercially reasonable amount, and shall have limits of no less than (a) in the case of the public liability insurance, One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per accident and (b) in the case of the property damage insurance, One Million Dollars (\$1,000,000). Client shall also during the Term at its own cost and expense maintain in full force and effect "all risks of loss" insurance covering loss, damage or destruction of the Premises issued by an insurance company satisfactory to HMPS, with respect to which HMPS and Foundation shall be named as loss payees. The policy shall be for primary coverage, shall have a deductible in an amount not greater than a commercially reasonable amount, and shall provide replacement cost coverage. Client agrees to provide, prior to the Start Date/Time, certificates of insurance to HMPS evidencing the foregoing insurance requirements. Client waives on behalf of all such insurance companies any right of subrogation or claim against HMPS or Foundation. The insurance coverages provided for in this Section shall not limit Client's indemnification obligations under this Agreement. Any waiver by HMPS to comply with the insurance obligations under this Section shall not create any obligation by HMPS or Foundation to provide any such insurance, nor limit Client's indemnification obligations under this Agreement.

7. License Agreement. THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. HMPS retains legal possession and control of the Premises at all times.

8. Compliance With Law. Client shall at its sole cost and expense, fully, diligently and in a timely manner, comply with all (a) laws, rules, regulations, ordinances, codes (fire or otherwise), permits, orders and directives of any governmental or quasi-governmental agency or entity, including those respecting the environment and health and safety; (b) covenants, easements and restrictions of record and (c) requirements of any applicable fire insurance underwriter or rating bureau; in each case as in effect as of the date hereof and as may be in effect from time to time during the Term.

9. Termination. HMPS reserves the right to terminate Client's license granted under this Agreement in the event Client or Client's invitees fail to abide by the rules and regulations of the Premises outlined herein or fail to comply with any its obligations in this Agreement. If this Agreement is terminated during the Term, Client shall immediately remove its property and all persons from the Premises and Client shall not be entitled to reimbursement of the License Fee or Security Deposit paid hereunder. All of Client's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

10. Indemnification. Client hereby agrees to indemnify and defend HMPS and Foundation, and each such party's affiliates, directors, officers, members, employees, representatives and agents, against all costs, claims, demands, losses, expenses, obligations, liabilities judgments, damages, recoveries, and deficiencies, including interest, penalties, expert

witness fees, and reasonable attorney's fees, occasioned by or arising out of this Agreement, the performance of Client's obligations under this Agreement and/or Client's use of the Specific Areas granted hereunder.

11. Exculpation. OTHER THAN IN INSTANCES OF HMPS' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL HMPS OR FOUNDATION BE LIABLE TO CLIENT, CLIENT'S INVITEES OR ANY THIRD PARTY FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEES PAID HEREUNDER, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES RELATING TO CLIENT'S PROPERTY UNDER CLIENT'S CONTROL, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR CLIENT'S USE OF THE PREMISES, REGARDLESS OF THE THEORY OF RECOVERY, INCLUDING WITHOUT LIMITATION CLAIMS FOR WRONGFUL DEATH OR PERSONAL INJURY. CLIENT IS RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY AGAINST ALL RISKS. CLIENT HAS THE RISK OF LOSS WITH RESPECT TO ANY AND ALL OF CLIENT'S PERSONAL PROPERTY. CLIENT ACKNOWLEDGES THAT BUT FOR THE LIMITATIONS OF LIABILITY CONTAINED HEREIN THE LICENSE FEE WOULD BE SUBSTANTIALLY HIGHER.

12. Assignment. Client shall not without the prior written consent of HMPS assign, transfer, pledge or hypothecate this Agreement or the license granted hereunder or any part thereof or any interest therein; or permit the Specific Areas or any part thereof to be used by anyone other than Client or Client's invitees.

13. Miscellaneous Provisions.

13.1 Notices. All notices, requests and other communications hereunder shall be in writing and shall be given by personal service, by private delivery service or by first-class mail. All such notices, requests and other communications shall be deemed received on actual receipt. All such notices, requests and other communications shall be addressed as follows (or to such other address as a party shall provide by notice to the other):

If to HMPS, to:

Hindu Matiya Patidar Samaj, Inc.
15311 Pioneer Blvd.
Norwalk, California 90650

If to Client, to Client's address as set forth on the License Application.

13.2 Entire Agreement; Amendment; Agreement Binding. This Agreement is the parties' entire agreement, superseding all prior oral and written and all contemporaneous oral agreements and understandings. This Agreement may not be altered or amended except by a written agreement executed on behalf of both of the parties. Subject to the restrictions on assignment contained herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

13.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit brought hereunder, whether in contract, tort, equity or otherwise, shall be brought in the state or federal courts sitting in Los Angeles, California, the parties waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process by any means authorized by California law.

13.4 Section Headings. The headings of the several sections of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

13.5 Waiver. No waiver of any provision of this Agreement shall be valid unless in writing, and then such waiver shall only be valid for the specific instance so stated, and shall not operate as a waiver of any other provision or of the same provision in any other instance.

13.6 Attorneys' Fees. If any action or proceeding shall be commenced by either party to enforce any right or obligation hereunder, the prevailing party shall be entitled to receive from the non-prevailing party the reasonable attorneys' fees and other costs incurred by such prevailing party in connection therewith, in addition to any other relief to which such prevailing party may be entitled.

13.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

13.8 Severability. In the event any provision of this Agreement shall be found invalid, void and/or unenforceable by any court, for any reason, this Agreement shall not thereby be rendered invalid, void and/or unenforceable, but instead each such provision, and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement; provided, however, that if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

IN WITNESS WHEREOF, this License Agreement is executed as of the _____ day of _____, 20__.

HINDU MATIYA PATIDAR SAMAJ,
INC., a California corporation

CLIENT:

By: *Natu M. Patel*
Director

Name:

Title:

SCHEDULE A

Name of Applicant (“Client”): _____

Business or Organization: _____ Federal EIN # _____

Address: _____

City, State, and Zip: _____

Daytime Phone: _____ Evening Phone: _____

Contact Person: _____ Email: _____

Event Start Date/Time (“Start Date/Time”): _____, _____ a.m./p.m.

Event End Date/Time (“End Date/Time”): _____, _____ a.m./p.m.

<u>C</u>	<u>Daily Fee</u>		<u>Days</u>	=	<u>TOTAL</u>
Main Hall	\$2,500.00	X		=	
Patio	\$400.00	X		=	
Dining Hall	\$650.00	X		=	
Gandhi Hall	\$350.00	X		=	
School & Patio Other Rooms	\$250.00	X	---	=	
Yoga Room	100.00	X	---	=	
Temple	TBD on app.	X	---	=	
Kitchen Outdoor	\$450.00	X	---	=	
School Area/Patio in Rear of Premises	\$200.00	X		=	
Cultural Programs	TBD on Apps.	X	---	=	
Restrooms	Included	X	---	=	
Sale of Food	TBD on Apps	X	---	=	
Sound Systems	\$150/\$250/\$350	X	---	=	

*Those spaces indicated for use by Client shall be referred to as the “**Specific Areas**”.

Trash Haulage Fee (12 hauls x \$241)**	
Cleaning Fee	
Labor/Set-Up Fee	
Misc. Rented Items	
Security Fee	
Insurance	
Refundable Security Deposit- unless claim.	
Less Discount	
GRAND TOTAL (“License Fee”) Only	

Security Deposit (“Security Deposit”): \$500.00

Check # _____; Dated: _____

License Fee: _____; Check # _____; Dated: _____

\$ _____; Check # _____; Dated: _____ \$ _____; Check # _____; Dated: _____

SCHEDULE B
MATIYA PATIDAR CENTER LICENSE APPLICATION

Name of Applicant (“Client”): _____

Business or Organization: _____

Address, City, State, and Zip: _____

Daytime Phone: _____ Evening Phone: _____

Contact Person: _____ Email: _____

Event Start Date and Time: _____, _____ a.m./ p.m.

Event End Date and Time: _____, _____ a.m./ p.m.

Expected attendance: _____

ClientSpecialNotes: _____

Please describe in detail the nature of your activity and use of the Matiya Patidar Center:

Will an admission fee be charged? Yes: ___ No: ___

Will live music be performed? Yes: ___ No: ___

Do you plan to serve food? Yes: ___ No: ___

Will you be renting equipment? Yes: ___ No: ___

Will fire or burning materials be used? Yes: ___ No: ___

Will you use Kitchen? Yes ___ No ___

Will you be using inside kitchen? Yes: ___ No: ___

Security Deposit (“Security Deposit”): \$ 500:00; Check # _____; Dated: _____

I, the undersigned Client, hereby submit this License Application to the Matiya Patidar Center "MPC", Sanatan Dharma Temple (“Temple”) facility. I understand that no license to use the Temple has been created under this application.

Until as such time I have read and acknowledged the rules and regulations set forth in the License Agreement and such License Agreement has been fully executed by all parties no agreement is created. Hindu Matiya Patidar Samaj, Inc. (“HMPS”), on behalf of the MPC and Temple, reserves the right to accept or reject this License Application at its sole discretion.

I will not advertise use of the MPC and Temple facility until a License Agreement has been fully executed as indicated above.

Concurrently herewith, I am submitting the Security Deposit as security for any future license of the Temple, which shall be fully refunded if this License Application is rejected.

I acknowledge a \$25.00 service fee for any returned checks.

CLIENT SIGNATURE:

—

Name, Title

