

MASTER FACILITY LICENSE AGREEMENT

Antioch Georgetown Church

This Master Facility License Agreement ("Master Agreement") is entered into as of the Effective Date specified in the applicable Event Agreement by and between Antioch Georgetown Church of 111 W. 10th St Georgetown TX 78626 ("Licensor") and executing person on behalf of the organization specified in the applicable Event Agreement ("Licensee"). By executing any Event Agreement, the Licensee acknowledges that they have read, understood, and agree to the terms of this Master Agreement. Execution of any Event Agreement constitutes execution and acceptance of the terms of this Master Agreement.

WHEREAS, Licensor, is authorized by lease from Main Street Baptist Church ("Landlord") to operate legal business at the facility at 111 W. 10th St., Georgetown, TX 78626 ("Facility")

WHEREAS, Licensee desires to use certain portions and resources of the Facility for conducting various events (each an "Event" and collectively, "Events");

WHEREAS, Licensor is willing to grant Licensee a limited license to use the Facility for such Events under the terms and conditions set forth in this Master Agreement and in accordance with subsequent Event Agreements to be executed for each specific Event;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

1.1 "**Agreement**" means this Master Facility Use License Agreement, including all exhibits, schedules, and attachments hereto, as it may be amended from time to time.

1.2 "**Applicable Laws**" means all federal, state, local, and municipal laws, regulations, ordinances, and codes applicable to the use of the Facility and the conduct of Events.

1.3 "**Commencement Date**" means the date on which the Licensee is first granted access to the Facility for the purposes of an Event, as specified in the applicable Event Agreement.

1.5 "**Event**" means any individual event or series of related events conducted by the Licensee at the Facility, as described in the applicable Event Agreement.

1.4 "**Event Agreement**" means an agreement executed by the Licensor and Licensee for each specific Event (or series of related events), outlining the particular terms, conditions, and details

for the use of the Facility for that Event, which is made pursuant to this Master Agreement and incorporated herein by reference.

1.6 "**Event Date**" means the specific date or dates on which an Event is scheduled to take place, as specified in the applicable Event Agreement.

1.7 "**Facility**" means the property and buildings commonly referred to as the "Main Street Ministry Center," located at 111 W. 10th St., Georgetown, TX 78626, including any specific areas therein designated for use by the Licensee as described in the applicable Event Agreement.

1.8 "**Landlord**" means Main Street Baptist Church, a Texas Church and Nonprofit Organization, with its principal place of business at 1001 S. Main St., Georgetown, TX 78626.

1.9 "**License Fee**" means the fee payable by the Licensee to the Licensor for the use of the Facility, as specified in the applicable Event Agreement.

1.10 "**Licensee**" means the person and/or organization specified as the Licensee in the preamble of this agreement.

1.11 "**Licensor**" means Antioch Georgetown Church, a Texas Church and Nonprofit Organization, with its principal place of business at 111 W. 10th St., Georgetown, TX 78626.

1.12 "**Permitted Use**" means the specific purpose or purposes for which the Licensee is permitted to use the Facility, as described in the applicable Event Agreement.

1.13 "**Statement of Faith**" means the document, as published on Licensor's web site, outlining the core religious beliefs and values upheld by Antioch Georgetown Church. Along with the Bible, the Statement of Faith is used to determine the suitability of events proposed to be hosted in the Facility. Events that are found to be in conflict with the principles and values expressed in the Bible or Statement of Faith will not be permitted.

1.14 "**Term**" means the duration of this Master Agreement, as specified in the Term definition of the Term and Termination Section of this Agreement.

1.15 "**Termination Date**" means the date on which this Agreement or any Event Agreement is terminated in accordance with the provisions herein.

2. License Grant

2.1 **Grant of License.** Subject to the terms and conditions set forth in this Master Agreement and each subsequent Event Agreement, Licensor hereby grants to Licensee a non-exclusive, revocable license to use the Facility for the Permitted Use during the Event Dates specified in the applicable Event Agreement.

2.2 Conditions of Use. The license granted herein is subject to the following conditions:

- (a) Licensee shall use the Facility solely for the Permitted Use as described in the applicable Event Agreement.
- (b) Licensee shall comply with all Applicable Laws and any rules and regulations provided by Licensor regarding the use of the Facility.
- (c) Licensee shall not require their participants to limit their rights to cooperate with law enforcement, diminish public commerce protections, or agree to any condition or principle in opposition to the Bible or Statement of Faith.

2.3 Purpose of Event. Licensee agrees to limit the use of the Facility to the legal purpose agreed between the parties as described in the applicable Event Agreement.

2.4 Occupancy Area. The area of the Facility designated for the limited exclusive use of Licensee shall be described in the applicable Event Agreement, and in addition includes or excludes the following:

- (a) **Common Areas.** Licensee agrees that all ingress and egress points of the facility, including hallways, lobbies and other areas of common building use, including bathrooms, are considered Common Areas. Licensee agrees to keep all Common Areas clean and clear from incumbrance. Any use of common areas should be limited to the reasonably intended purpose of the specific area, with consideration for other occupants or parties in the facility.
- (b) **Excluded Areas.** Licensee agrees that any area not considered a Common Area or specified in this agreement is considered excluded, and will not be occupied by Licensee without authorization. These areas include the Worship Center, storage facilities, offices, classroom or other meeting areas not identified as a Specified Occupancy Area.
- (c) **Other Occupants.** Licensor reserves the right to occupy or license other areas of the Facility during the Date(s) and Time(s) specified in this Agreement, including but not limited to adjacent classrooms, meeting facilities and/or certain Common Areas, such as lobbies. Licensee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Facility by Licensor or others in any way. Licensee shall permit reasonable ingress and egress through any Specified Occupancy Area or any area which may have been identified in any agreement for Limited Exclusive Use to other Facility occupants and guests.

2.5 Date(s) and Time(s). Access to the Facility, including the specified area and common areas required to execute the specified purpose, shall be made available to Licensee as described in the applicable Event Agreement.

2.6 Storage Area. Licensee agrees to remove all personal property from the premises and recognizes that no storage, either secured or unsecured, will be made available, except as otherwise described in the applicable Event Agreement.

2.7 Lost and Found. Licensor shall have no obligation to establish or maintain a “lost and found” for items left at the Facility. Licensee acknowledges and agrees that Licensor shall not be responsible or liable for any personal property or items that are lost, stolen, or left behind at the Facility by Licensee, its employees, agents, contractors, invitees, or any other third parties. Any items found at the Facility may be disposed of by Licensor at its sole discretion, and Licensee waives any claims or rights against Licensor related to the loss or disposal of such items.

2.7 Facility Reset and Clean-Up. Unless otherwise specified in the applicable Event Agreement, Licensee is responsible for resetting all equipment and returning the facility to the condition specified by Licensor. Licensor may require a refundable security deposit to cover potential cleaning or repair costs.

2.8 Specialized Equipment. Licensee may, within reason, provide and operate their own specialized equipment, such as audio/visual systems, within the specified area(s). If Licensee requires the use of in-house specialized equipment, including but not limited to in-house sound amplification or projection, Licensor may require Licensee to hire, at their own expense, a person trained and approved by Licensor to operate such equipment.

2.9 Security Plan. Licensee acknowledges that unless otherwise specified in the Event Agreement, Licensor will not provide any specific security plan or staff. Licensee is required to develop and implement and staff any security plan sufficient for their Event.

2.10 Minor Children. Unless otherwise specified in the Event Agreement, Licensor will not certify or verify that any Facility occupant has been trained, background checked or otherwise vetted to provide care for children. Licensee will be responsible for the care and monitoring of all minor children that occupy the Facility upon their invitation.

3. Term & Termination

3.1 Term. This Master Agreement shall commence on the Effective Date and shall continue in full force and effect at the Licensor’s discretion, provided that:

- (a) The fundamental structure, ownership, or control of the Licensee’s organization has not materially changed; and
- (b) The Licensee has hosted at least one Event at the Facility within the preceding twenty-four (24) months.
- (c) The agreement has not been terminated by and of the following clauses.

3.2 Termination by Licensor. Licensor may terminate this Master Agreement at any time, with or without cause, by providing written notice to Licensee at least thirty (30) days prior to the intended termination date.

3.3 Termination by Licensee. Licensee may terminate this Master Agreement by providing written notice to Licensor at least thirty (30) days prior to the intended termination date, provided that no Event Agreement is currently in effect for an upcoming Event.

3.4 Termination for Cause. Either party may terminate this Master Agreement immediately upon written notice to the other party if the other party:

- (a) Breaches any material term or condition of this Master Agreement or any Event Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the breach; or
- (b) Becomes insolvent, files for bankruptcy, or has a receiver or trustee appointed for a substantial part of its property.

3.5 Effect of Termination. Upon termination of this Master Agreement for any reason:

- (a) All rights and licenses granted to Licensee will terminate;
- (b) Licensee must promptly pay any outstanding fees and amounts owed to Licensor; and
- (c) Provisions intended to survive termination (e.g., indemnification, confidentiality) will remain in effect.
- (d) All Event Agreements associated with this Master Agreement will also terminate, unless a Waiver is granted by Licensor.

3.6 Termination of Event Agreements. An individual or series of Event Agreements may be terminated without terminating this Master Agreement, provided that:

- (a) **By Licensor:** Licensor may terminate an Event Agreement at any time, with or without cause, by providing written notice to Licensee at least fourteen (14) days prior to the scheduled Event Date.
- (b) **By Licensee:** Licensee may terminate an Event Agreement by providing written notice to Licensor at least fourteen (14) days prior to the scheduled Event Date.
- (c) **For Cause:** Either party may terminate an Event Agreement immediately upon written notice to the other party if the other party:
 - (i) Breaches any material term or condition of the Event Agreement and fails to cure such breach within five (5) days after receipt of written notice of the breach; or
 - (ii) Becomes insolvent, files for bankruptcy, or has a receiver or trustee appointed for a substantial part of its property.
- (d) **Effect of Termination of Event Agreements:** Upon termination of an Event Agreement:
 - (i) All rights and licenses granted to Licensee for that specific Event shall immediately terminate;
 - (ii) Licensee shall promptly pay any outstanding fees and other amounts owed to Licensor under the Event Agreement;
 - (iii) The provisions of the Event Agreement that by their nature are intended to survive termination (including but not limited to indemnification, hold harmless, and confidentiality obligations) shall survive and continue in full force and effect.

3.7 Suspension of Event. If Licensee has been notified of a breach of material term or condition of this Master Agreement, or subsequent Event Agreement all events will be suspended until such breach has been resolved as follows:

- (a) **Suspension Date:** The suspension will be effective as of the date and time of submission of written notification.
- (b) **Pending Reservation.** The reservation for the Facility will be marked as Pending Resolution, providing that the resources will still be reserved, but not usable, until the breach is resolved.
- (c) **Canceled Event:** If the breach cannot be resolved before the Event is scheduled to take place, the Event will be canceled.
- (d) **Rescheduled Event:** If both parties agree the breach can be resolved, but may take longer than the time available before the scheduled Event, Licensor may either accept a promise to resolve in lieu of a formal resolution, or reschedule the Event.
- (e) **Resolved Breach:** Licensor will acknowledge resolution of any breach of contract in writing, and restore access and reserved resources for the Event
- (f) **Waiver of Suspension:** At the discretion of the Licensor, the Licensee may be allowed to proceed with the Event under specific conditions despite the identified breach. Licensor will provide written notice detailing the conditions under which the Event may proceed.

4. General Terms and Conditions

4.1 Use of Facility. Licensee shall use the Facility solely for the Permitted Use as described in each applicable Event Agreement. Licensee shall not use or permit the use of the Facility for any unlawful purpose or any purpose not expressly authorized by this Master Agreement or the applicable Event Agreement.

4.2 Compliance with Laws. Licensee shall comply with all Applicable Laws in connection with its use of the Facility. Licensee shall obtain and maintain all necessary permits, licenses, and approvals required for the conduct of its Events.

4.3 Prohibited Activities. Licensee agrees that the following activities are strictly prohibited within the Facility:

- (a) Any activity that is contrary to the teachings of the Bible or Statement of Faith, as published by Licensor. This includes, but is not limited to, activities that promote or condone behavior deemed immoral or unethical according to these teachings.
- (b) Any activity that involves the dissemination of materials or messages that contradict the principles and values outlined in the Bible or Statement of Faith.
- (c) Any event or activity that includes conduct which, in the sole discretion of Licensor, is offensive, inappropriate, or inconsistent with the religious beliefs and values upheld by Licensor and the Statement of Faith.

4.4 Condition of Facility. Licensee acknowledges that it has inspected the Facility and accepts it in its current "as-is" condition. Licensee shall maintain the Facility in good condition and repair during the term of each Event Agreement and shall return the Facility to Licensor in the same condition as received, reasonable wear and tear excepted.

4.5 Alterations. Licensee shall not make any alterations, additions, or improvements to the Facility without the prior written consent of Licensor. Any approved alterations shall be made at Licensee's expense and shall become the property of Licensor upon termination of the applicable Event Agreement. In addition, Licensee shall not make any temporary alterations to the Facility, including but not limited to:

- (a) Applying tape, adhesives, or any other materials to walls, furniture, or fixtures; and
- (b) Using nails, thumb tacks, or any other items to hang objects on walls, except in designated bulletin board areas

4.6 Open Flame. Licensee shall not use any candles or open flames within the Facility at any time. This prohibition includes, but is not limited to, the use of candles, torches, or any other items that produce an open flame. This measure is in place to prevent the risk of fire and potential damage to the Facility from melted wax or other fire-related hazards.

4.7 Insurance. Licensee shall maintain, at its own expense, insurance policies sufficient to mitigate their organization's liabilities. Licensor may request proof of such insurance naming Licensor and Landlord as additional insureds, and Licensee shall provide evidence of this coverage upon request.

4.8 Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and Landlord, and their respective officers, directors, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (a) Any breach by Licensee of this Master Agreement or any Event Agreement;
- (b) Any act or omission of Licensee, its employees, agents, contractors, or invitees in connection with the use of the Facility;
- (c) Any bodily injury, death, or damage to property occurring in or about the Facility in connection with Licensee's use thereof, except to the extent caused by the gross negligence or willful misconduct of Licensor or Landlord; and
- (d) Any violation of Applicable Laws by Licensee or any of its employees, agents, contractors, or invitees.

4.9 Limitation of Liability. Licensor shall not be liable to Licensee for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Master Agreement or any Event Agreement, even if Licensor has been advised of the possibility of such damages. Licensor's total liability to Licensee for any claim arising out of or relating to this Master Agreement or any Event Agreement shall not exceed the total amount of fees paid by Licensee to Licensor under the applicable Event Agreement.

4.10 **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Master Agreement or any Event Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, labor disputes, and governmental orders or regulations.

5. Payment Terms

5.1 **Fees.** Licensee shall pay to Licensor all fees specified in each applicable Event Agreement for the use of the Facility (the "Fees"). The Fees may include, but are not limited to, rental fees, security deposits, and any additional charges for services or equipment as outlined in the applicable Event Agreement.

5.2 **Payment Schedule.** Unless otherwise specified in the applicable Event Agreement, Fees shall be due and payable as follows:

- (a) **Reservation Deposit.** A non-refundable reservation deposit equal to 50% of the total Fees shall be due and payable upon execution of the applicable Event Agreement to secure the reservation of the Facility.
- (b) **Balance Payment.** The remaining balance of the Fees shall be due and payable no later than seven [7] days prior to the Event Date specified in the applicable Event Agreement.
- (c) **Security Deposit.** If required, a refundable security deposit in the amount of \$200 shall be due and payable no later than seven [7] days prior to the Event Date specified in the applicable Event Agreement. The security deposit shall be refunded to Licensee within thirty [30] days after the Event, provided no damage or additional cleaning is required.

5.3 **Late Payments.** Any Fees not paid when due shall put the Licensee in breach of this Agreement and subject to cancellation of the applicable Event Agreement. However, if Licensor agrees to continue with the Event despite the late payment, Licensee shall be subject to a late fee of 5% per month, or the highest rate allowed by applicable law, whichever is lower, from the due date until paid in full. Licensee shall be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by Licensor in collecting any overdue amounts.

5.4 Refunds and Cancellations.

- (a) **Refunds.** Except as otherwise provided herein or in the applicable Event Agreement, all Fees paid are non-refundable.
- (b) **Cancellations by Licensee.** If Licensee cancels an Event, Licensee shall forfeit the reservation deposit and may be liable for additional cancellation fees as specified in the applicable Event Agreement.
- (c) **Cancellations by Licensor.** If Licensor cancels an Event for reasons other than Licensee's breach of this Agreement or the applicable Event Agreement, Licensor shall refund to Licensee all Fees paid for the canceled Event.

5.5 Taxes. Licensee shall be responsible for and shall pay all applicable taxes, levies, and assessments, including sales, use, or excise taxes, imposed by any governmental authority in connection with the Fees and the use of the Facility.

5.6 Additional Charges. Licensee shall be responsible for any additional charges incurred during the Event, including but not limited to extra cleaning fees, damage repair costs, and charges for additional services or equipment requested by Licensee. Such additional charges shall be due and payable upon receipt of Licensor's invoice.

5.7 Payment Method. All payments to Licensor shall be made by check, credit card, or other method as specified in the applicable Event Agreement. All payments shall be made in U.S. dollars.

6. Amendments

6.1 Written Amendments Required. This Master Agreement may only be amended, modified, or supplemented by a written instrument duly executed by both Licensor and Licensee. No oral modifications or amendments shall be valid or enforceable.

6.2 Procedure for Amendments. Any proposed amendment, modification, or supplement to this Master Agreement must be presented in writing by the party requesting the change. The written proposal shall include a detailed description of the proposed change and the reasons for the change.

6.3 Approval of Amendments. Both parties must mutually agree to any amendment, modification, or supplement. The agreement to the proposed change must be documented in a written instrument signed by authorized representatives of both parties.

6.4 Effect of Amendments. Once executed by both parties, any amendment, modification, or supplement shall be deemed incorporated into and made a part of this Master Agreement. All other terms and conditions of this Master Agreement shall remain in full force and effect except as specifically amended.

6.5 Conflict with Event Agreements. In the event of any conflict between the terms of this Master Agreement and any amendment, modification, or supplement, the terms of the most recent amendment, modification, or supplement shall govern.

7. Miscellaneous

7.1 Confidentiality. Each party agrees to keep confidential and not disclose to any third party any confidential or proprietary information received from the other party in connection with this Master Agreement or any Event Agreement, except as required by law or with the other party's prior written consent.

7.2 Mandatory Reporter. Licensee acknowledges that Licensor employs staff and pastoral persons who are required by the Texas Mandatory Reporting Law to report suspected cases of abuse or neglect. Any occupant of the facility may seek a privileged conversation with a pastor to report concerns of neglect or abuse.

7.3 Notices. All notices, requests, demands, and other communications required or permitted under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by a recognized overnight delivery service, or email address to the addresses of the parties set forth in the Notices section of this Master Agreement.

7.4 Entire Agreement. This Master Agreement, together with any applicable Event Agreements, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written, relating to such subject matter.

7.5 Waiver. No waiver of any term or condition of this Master Agreement shall be valid unless in writing and signed by the party to be charged. No waiver of any breach of this Master Agreement shall be deemed to be a waiver of any subsequent breach.

7.6 Severability. If any provision of this Master Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.7 Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

7.8 Dispute Resolution. Any disputes arising out of or relating to this Master Agreement or any Event Agreement shall be resolved through good faith negotiation between the parties. If the parties are unable to resolve the dispute through negotiation, the dispute shall be submitted to mediation before a mutually agreed mediator. If mediation is unsuccessful, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association

7.9 Electronic Signatures. This Master Agreement and any Event Agreement may be executed and delivered by electronic means, including facsimile, email, or other electronic transmission of an image file reflecting the execution thereof. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in such electronic delivery are intended to authenticate this writing and to have the same force and effect as manual signatures.

8. Notices

All notices, requests, demands, and other communications required or permitted under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by certified or registered mail, or sent by email to the addresses provided in the execution section of the applicable Event Agreement.

9. Acknowledgment

By signing any Event Agreement, the Licensee acknowledges that they have read, understood, and agree to the terms of this Master Facility Use License Agreement. Execution of any Event Agreement constitutes execution and acceptance of the terms of this Master Facility Use License Agreement. The terms of this Master Agreement are available at:

<https://www.antiochgt.com/events/mfla>.