

LICENSE AGREEMENT

This License is executed on _____, 202__ (the "Effective Date") by and between the undersigned owner ("Licensor"), and _____ (the "Licensee").

1. Grant of License. Licensor owns (see signatures) certain real property commonly known as _____ (the "Property") On the terms set forth herein, Licensor hereby allows Licensee to use the following described portion of the Property: _____ (the "Premises"). Licensee shall use the Premises only for the following purpose: _____

Licensee shall pay to Licensor the following fee for this use: _____.

2. Term. The term of this License shall commence on the Effective Date and continue on a month to month basis. Either party may terminate this Agreement by at least thirty (30) days written notice given at any time for any reason or no reason Licensor may terminate this Agreement at any time by written notice if Licensee violates this Agreement.

3. Use of Premises.

3.1 Licensee shall comply with all legal requirements affecting the Premises and its use by Licensee. Licensee shall not annoy or violate the rights of any tenant. Licensee shall not bring into the Premises any environmentally hazardous material. Licensee is responsible for all of its agents, contractors, employees and visitors and shall ensure that they do not do anything that Licensee is not allowed to do. Licensee will not serve or allow any alcohol at the Premises. Licensee shall obtain and comply with any permits or approvals required for its use of the Premises. Licensee shall deliver copies of the same to Licensor prior to use of the Premises.

3.2 Licensee acknowledges that it has examined the Premises and accepts the same "AS IS" and as being entirely satisfactory. Licensor has made no representation regarding the Premises and has no obligation to alter the Premises. Licensee has fully inspected the Premises.

3.3 Licensee agrees not to make or permit any alterations to the Premises. Licensee shall repair any damage it causes, or in lieu of requiring repairs, Licensor shall have the right to perform such repairs itself, in which case all repair costs shall be payable by Licensee upon request. Licensee will maintain the Premises in good and clean condition at all times and will surrender the Premises at the end of this License in the same condition as it existed at the beginning of the term.

3.4 Licensee will not damage any of the equipment or other property of Licensor located at the Property and will be responsible to replace any equipment or property that it does damage.

3.5 Licensee shall not (a) assign this License or any interest in this License, (b) permit the use of the Premises by anyone other than Licensee, or (c) sublet all or any part of the Premises.

3.6 Licensee shall at all times conduct its use of the Premises in a respectful and nonoffensive manner which is materially consistent with Licensor's use of the Property for religious purposes.

4. Liability.

4.1 Licensee shall defend, indemnify and hold harmless Licensor, its property manager and other agents, and the owners and employees of the foregoing (the "Protected Parties") for, regarding, from and against any and all claims and losses (and all related liabilities, costs, and attorneys fees) arising from Licensee's use of the Premises, any breach or default by Licensee hereunder, or anything done, permitted, suffered or omitted by Licensee or any of its agents, employees, or visitors in or about the Premises. Licensee hereby assumes all risk of damage to property or injury or death to persons in or about the Premises from any cause whatsoever and waives all claims against Licensor and the other Protected Parties on account of the same. This indemnification and waiver of claims includes claims related to COVID-19 or its transmission. In no event whatsoever will any Protected Party be responsible to safeguard any property of Licensee or be liable for any loss or damage to any property of Licensee or its invitees, regardless of cause (including negligence or gross negligence). Licensee waives, for itself and its insurers, all claims (by subrogation or otherwise) for any such loss or damage. Licensor shall under no circumstances be liable for injury to Licensee's business or for any loss of income or profit therefrom or for any consequential damages.

4.2 Licensee shall maintain (a) complete replacement cost insurance on all property that Licensee brings to the Premises, and (b) liability insurance in an amount not less than \$1,000,000 covering the Premises and Licensee's use thereof. Such liability insurance must name Licensor and the other Protected Parties as additional insureds; all insurance must be in form and with an insurer acceptable to Licensor and shall provide primary coverage in an amount reasonably acceptable to Licensor. Proof of all required insurance must be delivered prior to any entry into or use of the Premises and Licensor's approval of this insurance is a condition to such entry and use.

4.3 Licensee further agrees that, in the event of any actual or alleged failure, breach or default hereunder by Licensor, Licensee's sole and exclusive remedy shall be against the Licensor's interest in the Property. Licensee shall not seek recourse against Licensor or any of its other assets for satisfaction of any liability with respect to this License. Licensee will have no right to make any claim against any Protected Party other than Licensor. For purposes of this Section 4, the term "Licensor" means and includes the Licensor named below and the other Protected Parties.

5. Default by Licensee. Time is of the essence hereof. Licensee shall be in default if Licensee fails to perform any obligation hereunder as and when due. In the event of such a default, Licensor shall have all rights and remedies allowed by law, including the right to terminate immediately by written notice this License and/or Licensee's right to use the Premises.

6. Attorneys Fees. In the event of litigation to enforce or to interpret this License, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorneys fees incurred at and in preparation for arbitration, trial, appeal and/or review.

7. Additional Agreements.

7.1 This License shall be governed by the law of Washington. This License contains the entire agreement of the parties. This License can be amended, or any right or provision waived, only by a written document signed by both parties. In the event a court finds any provision of this License Agreement to be void or unenforceable as written, the parties agree that (a) such provision shall be fully enforceable to the extent allowed by law, or shall be replaced by such court with a provision which is enforceable and which most nearly accomplishes the purposes of the stricken provision, and (b) the remainder of this License Agreement shall continue in full force and effect. All obligations, liabilities, indemnities, waivers and releases of Licensee hereunder, as well as the attorneys fees provision hereof, shall survive the expiration or termination of this License and/or of Licensee's right to use the Premises.

7.2 This Agreement and all later documents (a) may be executed by electronic signature, (b) may be executed and delivered in counterpart, and (c) may be delivered electronically (provided, if requested by Licensor, Licensee shall deliver a manually executed original of any of the foregoing to Licensor). Electronic records and electronic signatures may be used in connection with the execution of this Agreement and such later documents, and the same shall be legal and binding and have the same full force and effect as if a paper original of this Agreement or such document had been signed using a handwritten signature. The foregoing does not prohibit the use of handwritten signatures or physical delivery. Notices under the Agreement may be given as provided in the Agreement or electronically.

7.3 All obligations, liabilities, indemnities, waivers and releases of Licensee hereunder, as well as the attorneys fees provision hereof, shall survive the expiration or termination of this License and/or of Licensee's right to use the Premises.

7.4 All claims, controversies, and disputes between Licensor and Licensee relating to the enforcement or interpretation of this Agreement (including those for rescission), as well as those relating to the validity or scope of the Agreement, (collectively, "Claims"), will be exclusively resolved through arbitration conducted in accordance with the rules of JAMS. All Claims will be governed exclusively by Oregon law. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose and for purposes of filing a lis pendens. By consenting to the provisions in this Agreement, all parties acknowledge they are giving up the constitutional right to have claims tried by a judge or jury in state or federal court, including all issues relating to the arbitrability of Claims.

[signatures follow]

IN WITNESS WHEREOF, Licensors and Licensees have executed this License as of the Effective Date.

LICENSOR:

LICENSEE:

_____ ,

_____ ,

a(n) _____

a(n) _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

NWYM Owned Property: ☐ Yes ☒ No
If Yes, a NWYM Trustee must sign off.

By: _____

Name: _____

Title: _____

Email: _____