

CLUB LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is entered into on the date set forth below between Palo Alto Unit 503 (the “Unit”), an unincorporated association, sanctioned by The American Contract Bridge League (“ACBL”), and the club owner(s) (“Club Owner”), named below on the signature page hereof.

Recitals:

- A. Unit is lessee of certain premises located at 432A Stierlin Road, Mountain View, California (the “Bridge Center”).
- B. Club Owner is the owner of a bridge club (“Club”) duly sanctioned by the ACBL. Club Owner or another person is the director (the “Director”) of the Club.
- C. Club Owner desires to conduct a weekly bridge game (the “Game”) at the Bridge Center, and Unit wishes to grant Club Owner the right to use the Bridge Center for such purposes on the terms and conditions contained in this Agreement.

NOW THEREFORE, it is agreed between the parties as follows:

1. Grant. Unit hereby grants to Club Owner the right to enter upon and use the Bridge Center to conduct Club Owner’s Club, and for no other purpose, at the times and during the term described herein.
2. Term of Agreement. This Agreement commences on the date set forth below and continues for one year (Contract Year), subject to the following:
 - A. This Agreement shall terminate automatically if and when the Unit no longer leases space at the Bridge Center, it being understood and agreed by Club Owner that the Unit has no affirmative obligation to provide or operate a bridge center.
 - B. This Agreement may be terminated by the Unit for cause, including, without limitation:
 - the Club Owner has lost his or her ACBL sanction or is not in compliance with the Constitution and By-laws of the Unit or this License Agreement.
 - repeated absences of the Club Owner, the Director, or an acceptable substitute at the times for the Game.
 - failure to hold a Game at the agreed time. Club Owners shall not be required to hold games during the Firecracker, All Western, and Presidents Days tournaments, Thanksgiving, and Christmas. On rare occasions, the Unit may choose to excuse the cancellation of a session of the Game if the cancellation was due to causes outside the reasonable control of the Club Owner. In the case of a unilateral unexcused cancellation of a Game, the license fee obligation for such cancelled Game will be an amount equal to the average of fees paid for the previous Game sessions during the month preceding the unexcused cancellation.
 - C. If a Club Owner elects to sell his/her game, or otherwise alter ownership, the Unit must

be given notice and have the opportunity to approve or disapprove the new owner within 30 days of receiving notice. The Unit shall not unreasonably withhold approval. After approval is secured from the Unit, Club Owner may assign all rights under this agreement but only after an approved third party assignee agrees in writing to assume all of Club Owner's rights and obligations set forth in this Agreement. Commencement of an Agreement with a new Club Owner will be in effect for the remainder of the Contract Year.

- D. If a Club Owner elects to close his/her game, the Club Owner must pay all license fees according to this license for games held prior to closure. Thereafter, Club Owner has no other obligations to the Unit. Fees paid in advance shall not be forfeit. When the Club Owner has prepaid more fees than are owed a refund shall be issued.
 - E. At the end of the term of this Agreement, the Unit, in its sole discretion, may offer Club Owner a renewal of this Agreement, with such adjustments in fees and terms as the Unit considers reasonable. The Unit shall have no obligation to offer a renewal.
3. Times of Game(s). Club Owner agrees to conduct a weekly Game on the days and hours set forth below. If the Club Owner has more than one Club, a separate Agreement will be required for each time slot that Club Owner wishes to use the Bridge Center. A request to change the time of a weekly game must be approved by the Unit.
4. License and Other Fees.
- A. License Fees. Club Owner agrees to pay the Unit the license fees specified herein. Upon commencement of this Agreement, assuming it is not a renewal and not pursuant to an approved assignment or sale, Club Owner shall pay the Unit the sum of Five Hundred Dollars (\$500.00) as a prepayment of the first month's license fees. The precise fee for such first month shall be computed at the end of the first month and reconciled, based on actual attendance and application of the table and supplies fees. If commencement of the license is pursuant to a renewal, payments shall continue to be made, in advance, as set forth above, unless changed pursuant to the renewal. If commencement of the license is pursuant to an approved assignment or sale, the new club owner shall step into the position of the Club Owner.
- After the first month during the term of this Agreement, the license fees shall be paid in advance on the first day of each month in an amount equal to the license fees computation for the previous month accompanied by a complete accounting for the previous month on a form to be provided by the Unit, such process to continue until termination or expiration of this Agreement. As License fees are paid in advance, the final payment will be based on the table fees for the last month.
- License fees shall be considered delinquent if not paid by the 7th day of each month. A Fifty Dollar (\$50.00) late fee shall be assessed on each delinquent payment. The late fee may be waived on a case-by-case basis at the discretion of the Unit.

- B. Unit Free Play Certificates. Club Owner agrees to accept "Unit Free Play Certificates" from players in lieu of cash, which certificates will be credited by the Unit toward the obligation of the Club Owner to pay license fees upon presentation thereof in the accounting for the month during which the certificates were redeemed by the player(s).
- C. "Fill in" Players. In the event Club Owner provides one or more players to "fill in", typically at the last moment to complete a table, and who is not required to pay to play, Club Owner's license fee obligation will be reduced by one person per table for each such "fill in" player as is minimally required to complete one or more tables on a given Game date.
- D. License Fees. The Fee Schedule along with a revision history is available on the paloaltobridge.com site. License fees shall be as set forth in the version of the Fee Schedule in effect on the day this agreement is signed or renewed. It is expected that these fees shall remain fixed for the duration of the agreement. However, changes in the Unit financial condition may not occur on the same time schedule as this agreement. Consequently, these fees shall be subject to change by the Unit after 45 days notice to Club Owner. The new fees shall take effect on the first day of the month after the notice has expired.

5. Obligations of Club Owner. Club Owner agrees:

- A. To be a member of the Unit during the term of this Agreement. If the Unit and Club Owner agree to waive this requirement, Club Owner shall provide to the Unit a certificate of liability insurance coverage naming the Unit as an additional insured in an amount at least equal to that specified in Section 6(B) below, and Club Owner agrees to maintain such coverage during the term of this Agreement. Such certificate of insurance coverage shall provide that the insurance carrier will give the Unit thirty days written notice if such coverage terminates or is canceled or modified in any way.
- B. To be sanctioned in writing by the ACBL, and to maintain such status and provide written evidence thereof upon request by the Unit.
- C. To conduct the agreed upon Game in accordance with such reasonable rules and procedures as may, from time to time, be required by the Unit and/or ACBL in order to assure appropriate conduct of the Game. In performance of this obligation, the Club Owner agrees to comply with policies and procedures to assure proper conduct of the Game, as follows:
 - at ACBL sanctioned events, the bridge activities shall be in accordance with ACBL rules and the non-bridge activities shall be in accordance with the rules of the unit;
 - at non-ACBL sanctioned events all activities shall be in accordance with the rules of the unit.
- D. To conduct Unit bridge games on such occasions as reasonably requested by the Unit,

upon adequate notice and in accord with all reasonable requirements associated with the scheduling, conduct, reporting, etc., of such bridge games

- E. That the Game conducted by Club Owner shall be sanctioned by the ACBL.
- F. To provide light snacks, coffee and tea in an amount sufficient for the players playing in any specific Game.
- G. To provide lunch, at his or her option, for a reasonable supplemental fee charged to the players.
- H. To use pre-dealt hands and hand records at regular games. The Unit will provide a dealing machine(s) for use by Club Owners.
- I. To promptly score each Game conducted pursuant to this Agreement.
- J. To post competition results data and outcomes the same day into the software selected by the Unit and available at the Bridge Center, currently "ACBLscore" and Bridge Composer , and upload such Game files to the Unit's web site, currently www.paloaltobridge.com.
- K. To set up and clean up before and after each Game. "Set up" includes starting coffee, laying out snacks or meals, putting out directional markers and other supplies, e.g., scoring machines (or pickup slips or travelers), pencils, and boards. "Clean up" means restoring the Bridge Center to start up conditions and not leaving this to be done by another Bridge Center user regardless of the condition it was in at the start of the game. This involves restoring tables and chairs to set up locations; washing and shelving all cups, china, coffee pots and filter holders, and other related items; refilling hot water urns for tea; cleaning all kitchen and buffet area surfaces and sinks; starting the dishwasher; and emptying the trash cans that risk overflowing, most particularly when another event will be held on that date; and lock up, adjust the heating/air conditioning, lights off, and so forth. Use of the dealing machine in the Director's Room also requires cleaning and restoring to start up condition at the end of each use.
- L. To notify the person designated by the Unit to purchase supplies of impending shortages of supplies or other needs.
- M. To make ballots, surveys or other documents available to those attending the Game at request of the Unit.
- N. To make announcements to players, as and when requested by the Unit.
- O. To assist individuals in finding partners, as requested by the attendees.
- P. To refrain from playing in the Game except to complete a table. If Club Owner plays, Club Owner shall refrain from accepting master points.
- Q. To agree to abide by all fire regulations and related municipal or state ordinances that may apply, with the Unit to supply such information.

- R. Make reasonable arrangements and allowances for the handicapped.
 - S. To assist in enforcing parking limitations at the site, street front, and alternate locations (if needed) as required by the lease and assist the Unit in promoting carpooling programs.
 - T. To obtain a food handler card from Santa Clara County.
6. Obligations of the Unit. The Unit agrees:
- A. To provide facilities adequate to host the Game up to a maximum of 200 players per Game. If the Unit is unable to provide the facilities for a Game (for example, because of no power, force majeure, water damage, or events conducted on the premises by the Landlord (IFES) under the terms of the lease), the Unit's liability shall be limited solely to the return of the license fees paid, if any, by Club Owner for such Game and no further damages of any kind shall be payable to Club Owner.
 - B. To provide liability insurance that covers Club Owners who are members of the Unit, such insurance to be in the amount of Two Million Dollars (\$2,000,000) per incident and Four Million Dollars (\$4,000,000) in total coverage.
 - C. To provide all utilities, at its sole expense.
 - D. To provide a website for both Unit and game activities.
 - E. To provide daily janitorial services and periodic general cleaning.
 - F. To provide supplies for the Game (tables, chairs, side tables, pick up slips, convention cards, travelers, printer paper, etc.), plus coffee and tea, in advance, as reasonably needed to conduct the Game.
 - G. To provide a place for Club Owners to store their materials and papers.
 - H. To provide computer equipment including hardware, printer and software appropriate to the needs of Directors in scoring the Game and otherwise serving players as reasonably needed.
 - I. To supply reasonable access for Club Owner to advertise in the Unit's newspaper, "The Kibitzer" and website, such right subject to similar entitlements for all owners of games at other locations in the unit.
 - J. To endeavor in good faith to mediate disputes between or among club owners.
7. Arbitration Provision. In the event any dispute shall arise between the parties to this Agreement, such dispute shall be referred to binding arbitration, each party to select an arbitrator, and those two to select a third, all to occur within one month. The actions of a majority of the arbiters shall be final. The costs of the arbitration shall be borne equally, unless otherwise decided by the arbiters. The results of the arbitration shall be binding on both the Unit and the Club Owners.
8. General and Miscellaneous Provisions.
- A. No Holding Over. License Agreements are for one year or pro-rated year for new

owners as stated elsewhere. No holding over shall be permitted.

- B. Performance Review. The Unit Board may notify a Club Owner at any time to discuss a concern and ask for improvements when there has been a decrease in table counts or low table counts, and further require a periodic progress report.
- C. Maximum Occupancy. The maximum number of tables for use at any one time at the Bridge Center in conducting the Game is 200 players. If two or more events are scheduled at the Bridge Center for the same time period, the club owners of each event, including the Club Owner, or their respective directors, shall share the Bridge Center on terms agreed to by them. In all events, the number of tables occupied in total and the number of people in attendance shall not exceed the maximums set forth above.
- D. Liability. The Unit is an unincorporated association. Club Owner agrees that whatever remedies it may have under this Agreement shall be pursued and asserted solely against the Unit and not against any member thereof. No present or future member, officer or director of the Unit shall be responsible or liable to Club Owner, directly or indirectly, for the failure of the Unit to perform any provision of this Agreement.
- E. Governing Law. This Agreement shall be governed by, and the rights and obligations of the parties shall be determined in accordance with the laws of the State of California.
- F. Notices. All notices between the parties shall be in writing and shall be deemed served when personally delivered or when deposited in the US Mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth below beneath their signatures, or at such other address as one party may hereafter advise the other party by written notice pursuant to this Section 8(E).
- G. No Waiver. The failure of either party to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision or the right of either party to enforce such provision or any other provision of this Agreement.
- H. Independent Contractors. Unit and Club Owner(s) agree that they are, and shall remain at all times, during the term hereof, independent contractors. Neither party shall be the legal agent of the other party for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, representation or warranty or to execute any agreement or otherwise to assume any obligation on behalf of the other party, except to the extent specifically authorized in writing by the other party.
- I. Entire Agreement. This Agreement contains the entire agreement of the parties and correctly sets forth the rights and obligations of each to the other. Any and all prior agreements, commitments, negotiations, representations, statements, understandings and writings are superseded hereby and are of no force and effect.
- J. Commencement Date. This Agreement shall commence _____.

IN WITNESS WHEREOF, the parties have entered into this Agreement on _____,
20____, at Mountain View, California.

UNIT:

Palo Alto Unit 503 of
The American Contract Bridge League
432A Stierlin Road
Mountain View, California 94043

By: _____

Title: _____

CLUB OWNER:(All Club Owners must sign)

Name and signature of Club Owner: _____

Name and signature of Club Owner: _____

Name and signature of Club Owner: _____

Name of Bridge Club: _____

Day of Week: _____ Hours: _____

Note: This Agreement applies to regularly scheduled Games conducted at the Bridge Center. It has no application to Unit events conducted at the Bridge Center such as lessons, Unit bridge games and other special functions.

Revision Date: 2015-9-22

Exhibit A

Upon commencement of this Agreement, the first month's rent shall be as specified in Section 4 of the Agreement. (Check the option that applies):

____ Five Hundred Dollars (\$500.00) or

____ Standard monthly rate based on table count for the preceding month.

Thereafter, the license fee shall be paid in advance on the first day of each month in an amount equal to the license fee computation for the previous month, such process to continue until termination or expiration of the Agreement.

Upon termination or expiration of this Agreement, the Club Owner's final month's fee

obligation shall be computed based on the actual attendance and the number of tables during such final month.

Dated: _____, 20__

Unit: _____ (initial)

Club Owner(s): _____ (initial(s)) (all Club Owners must initial)