

TEMPORARY USE AGREEMENT (U.S.)

This Temporary Use Agreement ("Agreement") is made and entered into this 8 day of September, 2023, by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner"), and Discovery Charter School ("User"). In order to further Owner's purposes and mission, and based on the mutual promises and the conditions set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Property Use and Term

- a. **Location.** Owner has certain real property located at Hillpointe Meetinghouse: 9011 Hillpointe Rd Las Vegas, NV 89134 (the "Property").
- b. **Area of Use.** User desires to use the Any regular numbered classroom along with the primary room, Relief society room and cultural hall area of the Property ("Designated Area").
- c. **Term and Hours of Use.**
Date(s): 11-Sep-2023 through 13-Oct-2023 (the "Use Period"), not to exceed one year.
Hours: Regular school hours (the "Usage Time").
Days of Week: Monday - Friday.
Unless otherwise specifically stated, this Agreement does not give the User any right to use the Property on Sunday or during the times of any scheduled use by Owner. The Property is also closed from use during funerals and associated family luncheons. There will be no entry into or use of the chapel area of a meetinghouse unless specifically approved by Owner. There will be no entry to or use of a baptismal font or ecclesiastical office areas, such as bishops' offices, stake president's office, and clerks' offices. By the end of the Usage Time each day, User will vacate the Designated Area and leave it in the same condition as it was prior to the Usage Time on that day.
- d. **User's Intended Use and Purpose.**
Discovery Charter School will use the space to hold regular educational classess while their school is being repaired.

2. **License.** Owner hereby grants to User, its employees, agents, members, licensees, and other invitees a revocable, nonexclusive license to use the Designated Area on a temporary basis for the Use Period during the Usage Time.
3. **Maintenance Fees.** User shall pay Owner a maintenance fee of \$0.00 to reimburse Owner for expenses in making the space available (as applicable) prior to use of the Designated Area of the Property.
4. **Conduct.** User is responsible for preserving the condition of the Designated Area during the Usage Time. User will promptly repair or pay for all damage to the Designated Area or the Property caused by any of User's employees, agents, members, licensees, or invitees. User will not disrupt, adversely affect, or interfere with other users of the Property. User will not charge anyone for the use of the Property nor allow goods or services to be sold on the Property.
5. **Condition of Property.** Owner makes no warranty or

representation about the Property. Owner is under no obligation to prepare or repair the Designated Area or Property. User accepts the Designated Area and Property and all aspects thereof in "as is, where is" condition, with all faults and without warranties of any kind, expressed or implied. User hereby waives all warranties, expressed or implied, regarding the title, condition, and use of the Designated Area and Property, including but not limited to any warranty of merchantability or fitness for a particular purpose.

6. **Right of Owner to Revoke License.** At any time, Owner may revoke any license granted by Owner to use the Property or Designated Area, at Owner's sole and absolute discretion. If the license is revoked, User will immediately vacate the Property and leave the Designated Area in a neat and orderly condition. Should Owner exercise this option to revoke at a time that is less than 24 hours prior to the scheduled use (and if User is not in breach of any provision of this Agreement), Owner shall pay User an inconvenience fee of \$50 at the User's request. User's total damages shall be limited to the inconvenience fee and User waives all other damages.
7. **Owner's Standard Rules and Conditions.** User will ensure that User, its employees, agents, members, licensees, and invitees:
 - a. Do not use or consume alcohol or cannabis, or illegally use drugs, on the Property or enter on the Property while under their influence.
 - b. Do not smoke or vape anything on the Property. Do not use tobacco in any form on the Property.
 - c. Do not bring or consume coffee or tea on the Property.
 - d. Refrain from using profanity or being discourteous or uncivil to others on the Property.
 - e. Do not view or allow pornographic or other indecent materials on the Property.
 - f. Do not play obnoxious and/or loud music on the Property.
 - g. Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Property.
 - h. Do not bring weapons on the Property.
 - i. Do not bring cooking equipment or heaters into any meetinghouse.
 - j. Do not permit minors to use or be on the Property without adult supervision at all times.
 - k. Do not bring or permit pets or animals, other than trained service dogs, on the Property.
 - l. Leave the Designated Area in a neat and orderly manner.
8. **Reservation by Owner.** Owner reserves the right to use the Designated Area for any purpose at any time. Without limiting the above, Owner reserves the right (a) to have pedestrian and vehicular ingress and egress on and over the Designated Area; (b) to reasonably relocate or modify the Designated Area at any time; and (c) to grant other nonexclusive licenses and rights within

or on the Designated Area to others.

- 9. **Indemnity.** User shall, at User's sole expense, indemnify, hold harmless, and defend (with counsel acceptable to Owner) Owner and Owner's officers, employees, directors, representatives, contractors, agents, servants, attorneys, affiliates, parents, subsidiaries, successors, volunteers, and assigns from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of actions, assessments, taxes, injury, property damage (including Owner's property), fines, and penalties of any kind including court costs and attorney fees actually incurred from any cause, other than Owner's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Agreement or User's use of the Property.
- 10. **No Assignment.** User shall not, and shall not have any right to, assign, transfer, or sublicense this Agreement or any license to use the Property or Designated Area.
- 11. **Signage and Publicity.** Any mention of Owner or of The Church of Jesus Christ of Latter-day Saints in signage or other publicity by User must be approved in advance by Owner, but no prior approval is required to publicize the Property's street address.
- 12. **No Real Property Rights; No Third-Party Rights.** Nothing in this Agreement is intended to create or confer any real property rights or interests to User or any other person. The license granted herein is intended for use by User and its employees, agents, members, licensees, and invitees in connection with usage within the Designated Area during the Use Period and Usage Time and for the purposes expressed herein, and nothing in this Agreement shall be deemed to open the Property to any other party for any other purpose.
- 13. **Not A Federal Government Contract.** User represents: (1) User is not a federal governmental entity or instrumentality, and that User's use of any portion of Owner's Property is not required under any federal government contract or subcontract whereby Owner could be considered a federal government contractor or subcontractor, (2) this Agreement is not, and shall not be, or considered to be, a Federal governmental

contract, Federal government subcontract or third-party contract, and (3) by entering into this Agreement, Owner does not become a subrecipient, subgrantee, project participant, or third-party contractor or subcontractor. In the event that any of these representations are considered or alleged to be inaccurate, Owner may declare this Agreement null and void *ab initio* based on frustration of purpose as if this Agreement had never been entered into.

- 14. **Jurisdiction and Governing Law.** To the maximum extent permitted by law, this Agreement and all matters related to its creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction. All disputes arising from or related to this Agreement will be decided only in the local or federal courts of Salt Lake County, Utah, and not in any other court or state. The parties hereby consent to the jurisdiction of the local and federal courts of Salt Lake County, Utah, and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.
- 15. **Attorney Fees.** If either party commences legal action to enforce or rescind any term of this Agreement, the prevailing party will be entitled to recover its attorney fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, incurred in that action and on all appeals, from the other party.
- 16. **Insurance.** User shall obtain and maintain throughout the term of this Agreement a policy of liability insurance sufficient to insure against claims for personal injury, bodily injury, death, and property damage occurring on, in, or about the Property or in any way connected to the operations of the User as they relate to this Agreement. The liability insurance shall provide limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The liability policy will name Owner as an additional insured party by an endorsement to the policy. User will present to Owner a Certificate of Liability Insurance on an ACORD 25 Form (or its equivalent) showing evidence of the above coverage. The additional insured endorsement will be attached to the Certificate of Liability Insurance.

User Insurance Information

Liability Insurance Company Name

Policy Number

Liability Limit

Owner:

**The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole.**

Signature: _____

Print Name: T. Mark Bailey _____

Title: Facilities Manager _____

Address: 221 Lorenzi Street Las Vegas, NV 89107 _____

Telephone No: 702-250-1786 _____

Email: baileytm@churchofjesuschrist.org _____

User:

Signature: _____

Print Name: Tricia Wilbourne _____

Title: Executive Director _____

Address: 8941 Hillpointe Rd _____

Telephone No: 702-240-0359 _____

Email: twilbourne@dcslv.org _____

