

LICENSE AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between the University of Maine System, acting by and through the University of _____ (hereinafter the "University") and _____ (hereinafter the "Licensee").

1. Premises. The University agrees to furnish, for the purposes hereinafter named, the premises selected by the Licensee (the "Premises") described as set forth in Attachment A, which is hereby incorporated by reference.

2. Term. The term of this license shall be from _____, 20__ until _____, 20___. The Premises will be available to Licensee for use during this term only, as follows: _____

3. Fees. The Licensee agrees to pay to the University the fee set forth in Attachment B as a fee for the use of the Premises, which fee shall be paid in accordance with Attachment B, which is hereby incorporated by reference.

4. Use of Premises. Licensee shall use the Premises for the following purpose(s) only: _____ . Licensee shall not conduct or agree to any unlawful, improper, or offensive use of the Premises, or any use or occupancy thereof contrary to any law of the United States, the State of Maine or any ordinance of the Town/City of _____, now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect any insurance on the said Premises or increase the premium thereof. Licensee understands and agrees that the use of alcoholic beverages is not allowed on the Premises at any time. Licensee shall secure at its expense all licenses and permits required for the use of the Premises under this Agreement.

5. Program Personnel. The Licensee agrees that it will provide all personnel needed for the "Use of Premises," including security personnel. All personnel provided by Licensee shall be considered and shall remain employees or agents of the Licensee for all purposes, including, but not limited to, Worker's Compensation. Licensee shall maintain Workers' Compensation Insurance in accordance with applicable law. Such personnel shall not be considered employees of the University for any purpose. The Licensee shall have sole responsibility and liability for the selection, instruction, supervision, safety and security of Licensee's employees, agents, participants, volunteers, invitees and licensees at all times and for the transportation of its employees, agents and participants to and from the Premises.

6. Facilities and Equipment. The Licensee agrees to reimburse the University for any loss, theft or damage of University facilities or equipment caused by Licensee, its employees, agents, participants, volunteers, invitees or licensees, during the time the Licensee has use of the Premises. In the event of a loss, the Licensee agrees to pay any applicable deductible or loss even if the loss is covered by insurance.

7. Insurance. Licensee agrees that during the term of this Agreement it will maintain the following insurance coverage, in a form and with an insurance company or companies acceptable to the University:

<u>Insurance Type</u>	<u>Coverage Limit</u>
a. Commercial General Liability (Written on an Occurrence- based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
b. Workers Compensation	In compliance with Maine law
c. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)

The University shall be named as an Additional Insured on the Commercial General Liability and Auto Liability insurance policies. Licensee shall provide the University with original Certificates of Insurance for the insurance required by this section. Certificates of Insurance for all of the above insurance shall be filed with the campus, addressed to _____

_____ prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard accord statement pertaining to written notification to the University in the event of cancellation, with a thirty (30) day notification period. As additional insured and certificate holder, the University should be included as follows:

The University of Maine System
Office of Facilities
16 Central St.
Bangor, ME 04401

8. Indemnity. Licensee agrees to indemnify, defend and hold the University harmless from and against any and all claims, suits, judgments, costs, and expenses (including reasonable attorneys' fees) that the University may become liable to pay or defend as the result of the acts or omissions of Licensee, its employees, agents, volunteers, invitees, licensees or participants, or otherwise arising out of or in connection with the Licensee's use of the Premises pursuant to this Agreement, except to the extent that such claims are the direct result of the negligent acts or omissions of the University or its employees.

9. Rules. Licensee agrees to abide by all University policies, rules and regulations, including, but not limited to, those set forth in Attachment C, which is hereby incorporated by reference.

10. Applicable Law. This Agreement shall be interpreted and governed according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.

11. Termination. This Agreement may be terminated immediately by the University in the event of the breach of any term of this Agreement by the Licensee. In addition, either party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party. A refund, if any, will be provided in accordance with Attachment B.
12. Assignment. This Agreement may not be assigned, transferred or conveyed, in whole or in part, by the Licensee.
13. Non-discrimination. Licensee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. The University encourages the Licensee in the employment of individuals with disabilities.
14. Non-waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
15. Severability. In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.
16. Entire Agreement. This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement may be amended or modified only by a writing signed by both parties.
17. Force Majeure. Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.
18. Independent Status. Licensee is an independent licensee of the University, not a partner, agent or joint venturer of the University and neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other.
19. Personal Property. Licensee agrees that the University shall not be responsible for any damages, theft or loss of personal property or equipment suffered by the Licensee, its employees, agents, participants, volunteers, invitees and licensees, in connection with the Licensee's use of the Premises under this Agreement.

20. Binding Effect. This Agreement shall be binding upon, and shall extend to the benefit of, the parties hereto and their respective permitted successors and assigns.

21. Taxes. Licensee shall pay all taxes attributable to Licensee's use of the Premises, including without limitation, sales, use, and personal property taxes, any and all taxes based upon Licensee's income, and any and all taxes assessed against the Premises, including, but not limited to, real estate taxes, arising from the use and/or occupancy of the Premises by the Licensee.

22. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (I) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this License Agreement this _____ day of _____, 20__.

University of Maine System,
acting through the University of

Licensee

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

ATTACHMENT A
DESCRIPTION OF THE PREMISES

ATTACHMENT B

PAYMENT OF FEES

ATTACHMENT C

UNIVERSITY POLICIES FOR USE OF PREMISES