**LICENSE AGREEMENT**

This License Agreement (“**Agreement**”) is made and entered into as of the last date of signature set forth below, by and between KENT STATE UNIVERSITY, a state of Ohio institution of higher education located at 1125 Risman Drive, Kent , Ohio (“**KSU**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an **[entity type]** with a principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Licensee**”).

**BACKGROUND**

 A. KSU is the owner of that certain building commonly referred to as \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Building**”) located on KSU’s \_\_\_\_\_\_\_\_\_ Campus, and that certain **[classroom/office/lab space]**, room number \_\_\_\_\_\_ (the “**Premises**”) is located in the Building.

1. Licensee desires to enter and use the Premises for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the terms and conditions of this agreement (“**Permitted Use**”).

**ARTICLE I**

**INCORPORATION OF BACKGROUND; LICENSE**

(a) The background provided above is hereby incorporated by reference.

(b) KSU hereby grants to Licensee, its agents, employees, volunteers, and invitees a non-exclusive, revocable and non-assignable license to enter upon the Premises in accordance with the terms of this Agreement, together with the nonexclusive right to access and use the entryways and common area bathrooms in the Building (“**Common Areas**”) for sole purpose of conducting the Permitted Use (“**License**”).

(c) **No legal title or any other interest in real estate shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement.**

(d) Licensee acknowledges that portions of the Building are occupied by KSU, its employees, agents, licensees, and tenants and that nothing herein shall in any way be construed to give Licensee access to any other portion of the Building, except for the Premises and Common Areas as expressly set forth herein, nor shall anything herein be construed to give Licensee any right to interfere with KSU business and activities in the building.

(e) Licensee acknowledges and agrees that Licensee’s exercise of the license granted herein is subject to the "AS IS" condition of the Premises and Common Areas.

**ARTICLE II**

**TERM**

The “**Initial Term**” of the License shall be for one (1) year commencing \_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_ and terminating \_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_ (“**Termination Date**”), unless terminated earlier in accordance with the terms of this Agreement. Licensee may renew the License for up to \_\_\_\_\_ (\_) additional, \_\_\_\_\_ (\_) year terms upon thirty (30) days written notice to KSU prior to the Termination Date, or if during a Renewal Term (defined below) upon thirty (30) days written notice to KSU prior to the anniversary of the Termination Date (the “**Renewal Term**”). The Initial Term and Renewal Term, if any, are collectively referred to herein as the “**Term**.”

**ARTICLE III**

**TIME OF ENTRY**

Licensee may enter and use the Premises for the Permitted Use on [days] from \_\_\_\_\_ to \_\_\_\_\_ during the Term, except if any such day falls on a day that KSU is closed for business for any reason.

**ARTICLE IV**

**CONSIDERATION**

Licensee, as consideration for the License granted herein, shall pay to KSU \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 00/100 Dollars ($\_\_\_\_\_\_\_\_\_.00) per month during the Term.

**ARTICLE V**

**UTILITIES**

KSU shall provide water/sewer, trash removal, electric, and heat for the Premises. Licensee shall, at its sole cost and expense, arrange for telephone and Internet service to the Premises. Licensee is responsible for arranging parking and any other services with KSU.

**ARTICLE VI**

**INSURANCE; INDEMNITY; RELEASE**

(a) Licensee shall obtain and maintain prior to and during use of the Premises, complete comprehensive liability insurance, under which KSU will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to KSU, in the sum of at least One Million Dollars ($1,000,000.00) in the event of injury to one person or damage to property and Three Million Dollars ($3,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result.

## (b) Licensee shall indemnify and hold harmless KSU, and its trustees, officials, employees, and agents, acting officially or otherwise, from and against all damages, losses, liabilities and claims, arising out of Licensee’s, and Licensee’s agents, employees, or invitees, activity on or about the Premises (including without limitation reasonable attorney fees).

## (c) In consideration of the rights granted to Licensee under this Agreement, Licensee does hereby, remise, quitclaim, release and forever discharge, and by these presents does for Licensee’s administrators, successors, and assigns, and Licensee’s agents, employees, officers, board, contractors, subcontractors, and any person claiming under or through them hereby remise, release and forever discharge KSU, and its trustees, officials, employees, and agents, acting officially or otherwise. Licensee hereby voluntarily assumes all risk of loss, damage, or injury, including death, that may be sustained by Licensee, its agents, employees, officers or boards while in, on, or about the Premises.

**ARTICLE VII**

**ALTERATIONS; FIXTURES**

Licensee shall not alter or improve the Premises, or install or place fixtures in or on the Premises, without the prior written approval of the Executive Director of the Office of the University Architect or the Executive Director’s designee. Any fixtures approved for installation shall, upon expiration or sooner termination of this Agreement, belong to KSU without compensation to Licensee, unless otherwise agreed to in a writing executed by both parties before the installation or placement of any such fixtures in or on the Premises. Notwithstanding the preceding, ownership of any fixtures that remain on the Premises following termination of this Agreement shall be transferred to KSU, and KSU may, at its sole option remove such fixtures and Licensee shall reimburse KSU for the cost of such removal.

**ARTICLE VIII**

 **ASSIGNMENT**

Licensee shall not assign this Agreement or sub-license all or any portion of the Premises without the prior written consent of KSU.

**ARTICLE IX**

**TERMINATION**

Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty (30) days prior notice of termination, except that KSU may terminate this Agreement immediately and without notice at any time upon a breach of any material term or condition to be performed hereunder by Licensee.

**ARTICLE X**

**WAIVER**

 (a) No waiver by KSU of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition covenant contained herein.

 (b) KSU shall not be required to perform any term, condition, covenant in this Agreement so long as such performance is delayed or prevented by an act of God, epidemic, government order, Centers for Disease Control guidance, strikes, lockouts, material or other labor restrictions by any government authorities, civil riot, floods, or any other causes not reasonably within the control of KSU and of which by exercise of due diligence KSU is unable wholly or in part to prevent or overcome.

**ARTICLE XI**

**NOTICE**

 All notices, requests, and other communications under this Agreement shall be in writing and shall be sent, addressed as provided above, by United States registered or certified mail, return receipt requested, postage prepaid, by overnight or hand delivery service with receipt requested, or by email as provided below. Contacts for KSU and Licensee shall be:

 For KSU (name & email): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 For Licensee (name & email): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE XIII**

**MISCELLANEOUS**

 This Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to conflict of laws principles, and any litigation commenced under this Agreement shall be brought exclusively in the courts having competent jurisdiction in the State of Ohio. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to each party’s respective successors and permitted assigns. This Agreement constitutes the sole and only agreement of the parties regarding use of the Premises, and supersedes any prior understandings, or written or oral agreements between the parties respecting the within subject matter. No amendment or modification or alteration of the terms of this Agreement shall be binding unless in writing, and executed by the parties. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed to infer or imply that Licensee is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of KSU. Nothing in this Agreement is intended to confer a third party beneficiary right upon any person or entity. At all times during use of the Premises, Licensee agrees to, on behalf of Licensee and any of its occupants therein, abide by any and all applicable local, state, and federal laws and regulations, as well as university policies and procedures.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed the day and year first above written.

 **LICENSOR:**

Reviewed as to legal form and KENT STATE UNIVERSITY

sufficiency for KSU:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dr. Mark M. Polatajko Date

 Sr. VP for Finance and Administration

 **LICENSEE:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit “A”**

**Description of Premises**