

## TEMPORARY LICENSE TO USE PREMISES

This License Agreement is entered into as of the \_\_\_\_\_, by and between Case Western Reserve University, 10900 Euclid Avenue, Cleveland, OH 44106 ("Case") and

\_\_\_\_\_, whose address is \_\_\_\_\_ (Licensee).

WHEREAS, Case owns a facility/facilities located on its campus known as \_\_\_\_\_ and

WHEREAS, Licensee desires to have temporary use of \_\_\_\_\_, as specified in Exhibit A, to administer \_\_\_\_\_ according to the schedule in Exhibit A; and

WHEREAS, subject to the prior written approval by Case's Director of Athletics, CASE is willing to permit the Licensee to use the designated facility/facilities for such purpose subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **License to Use Licensed Space.** Subject to the prior written approval by Case's Director of Athletics, Case hereby grants Licensee permission to use \_\_\_\_\_ (the "Licensed Space") on the days and at the times, and in accordance with the purposes, specified on Exhibit A hereto. Exhibit A must detail the activities, participants, employees and planned management designed to insure safe operations in the Licensed Space. The parties expressly acknowledge and agree that this Agreement is not a lease, and that it does not create or convey to the Licensee any interest in the Licensed Space. Licensee will be entitled to occupy the Licensed Space solely for the purposes herein provided for the term stated herein. In the event of breach of Licensee of any of the covenants hereof, and in any event upon the expiration of the term of the License Agreement, Case shall be entitled to immediate possession of the Licensed Space, and the Licensee shall not be entitled to any of the rights of a tenant under law, including the law of forcible entry and detainer.
2. **Fees and Costs.** In consideration of being permitted to use the Licensed Space, Licensee agrees to remit to Case \$ \_\_\_\_\_. Case shall be responsible for the cost of ordinary and reasonable charges for heat, air conditioning and water service to the Licensed Space. Any extraordinary utility charges occasioned by Licensee's use of the Licensed Space shall

be separately billed to Licensee. If Licensee desires on-campus parking, it must make separate arrangements at its sole cost. Any security personnel or additional custodial staff required because of Licensee's activities also shall be billed to Licensee by Case at the applicable hourly wage rate.

Case shall not be liable in any way for any failure or termination of or interruption in any utility services to or for the benefit of the Licensed Space, and Licensee hereby releases Case from any and all liabilities or damages of any kind which may result by reason of any such failure, termination, or interruption.

3. **Independent Contractor.** Licensee is an independent contractor and will have sole authority to control and direct the details of its performance and its activities. However, Licensee agrees that it will conduct all activities in accordance with applicable federal and state laws, NCAA rules and regulations, and Case policies and procedures. In addition, Licensee agrees to employ the sufficient number of qualified staff for its operations. Licensee will not be the employee of Case under the meaning or application of any federal or state laws, including but not limited to unemployment insurance or workers' compensation laws, and will not be entitled to any of the benefits of a Case employee. Licensee assumes all liabilities and obligations imposed by any such laws. Licensee will have no authority to act as an agent of Case and will not hold itself out as such.
4. **Use of Name.** Licensee agrees not to use Case's name, logos or marks for any advertising or other commercial purposes without the prior written approval of Case.
5. **Use of Licensed Space.** Licensee shall use the Licensed Space only to conduct its activities in accordance with Exhibit A, utilizing only staff and materials supplied by Licensee. Licensee shall not use or permit the use of the Licensed Space for any other purpose.

Licensee shall use and occupy the Licensed Space in a careful, safe and lawful manner which does not interfere with the use of the surrounding premises. Licensee agrees that its use of the Licensed Space shall at all times be in full compliance with all applicable laws, regulations and Case policies and procedures. Licensee agrees to remove all garbage and debris from the Licensed Space upon termination of this Agreement and return of the premises to their prior condition. Licensee shall be responsible for any unreasonable wear or tear caused to the premises and/or any damage to equipment, including any costs incurred to clean or repair same.

Case, its agents and its employees shall have the right to enter the Licensed Space at all times. Case shall in no event be liable for any inconvenience, disturbance, or other damage to Licensee by reason of the performance by Case of any activities or work in, upon, above, or under the Licensed Space or for bringing materials, tools, and equipment in, through, above, or under the Licensed Space, nor shall the same constitute any ground for the abatement of any payments hereunder.

6. **Condition of Premises; Liability.** Case makes no warranties whatsoever regarding the condition of the Licensed Space. Licensee has inspected the Licensed Space and found it suitable for Licensee's purposes. Case shall not be liable for any personal injury or damage to property which Licensee or its guests or invitees may incur, regardless of the cause thereof. Licensee hereby releases Case from all such liability, it being the intent of the parties that Licensee shall maintain adequate insurance to cover any such losses. Licensee hereby agrees to defend, indemnify and hold harmless Case, its trustees, officers, employees and agents from and against any and all claims, damages, losses, suits, judgments, costs and expenses arising from Licensee's occupation of the Licensed Space including, but not limited to, the amounts of deductibles on Licensee's insurance policies, or any costs resulting from Licensee's failure to acquire insurance coverage as required hereunder, and any costs arising from subrogation under worker's compensation or liability claims.
7. **Insurance.** Licensee agrees, at its sole cost and expense, to procure and maintain in full force during the term of this Agreement (i) statutory worker's compensation, (ii) general liability insurance, with limits of at least \$1,000,000/\$3,000,000 and (iii) excess liability coverage of at least \$5,000,000. Licensee agrees to name Case as an additional insured on these policies. Licensee shall provide a certificate of proof of such insurance.
8. **Compliance with Laws.** Licensee agrees to comply with all applicable federal, state and local laws and regulations. Licensee will not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, political affiliation, national or ethnic origin, or veteran status.
9. **Licensee Employees, Policies and Training.** Licensee shall be required to conduct criminal background checks of all employees at Licensee's cost, in accordance with both Ohio and Federal law. Licensee shall provide evidence of such background checks to Case prior to its use of the Licensed Space. In addition, Licensee shall have conducted training of its employees on the topics of child abuse, child safety, sexual misconduct, CPR, and other topics as reasonably designated by Case, and evidence of such training shall be provided to Case prior to its use of the

Licensed Space. Licensee shall also have adopted written policies on the following topics: child abuse, child safety, sexual misconduct, disaster management and other topics reasonably designated by Case. Those written policies shall be provided to and approved by Case before the use of the Licensed Space. Licensee shall immediately notify Case of any complaint made under any of these policies.

10. **Notices.** Any notice required to be given by either party upon the other shall be in writing and shall be given by hand delivery, registered or certified mail (return receipt requested), or overnight delivery service addressed to Case at \_\_\_\_\_, 10900 Euclid Avenue, Cleveland, Ohio 44106-7220, Attention: \_\_\_\_\_; and to Licensee at the Licensed Premises, Attention: \_\_\_\_\_; or at such other address as may be specified by either party from time to time, in writing, delivered to the other party in accordance with this Section 12.
11. **Termination.** This Agreement shall automatically terminate on \_\_\_\_\_. In addition, Case may immediately terminate this Agreement if Licensee fails to abide by the terms and condition of this Agreement.
12. **Assignment.** Licensee may not assign or sub-license this Agreement without the prior written consent of Case.
13. **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the parties, and no covenants, representatives, inducements or promises, oral or otherwise, not embodied herein, shall be in force or effect. This Agreement may not be modified, nor any of its provisions waived, except by a writing signed by both parties.
14. **Governing Law.** This Agreement will be governed by and construed in accordance with the law of the State of Ohio. The parties consent to the exclusive jurisdiction of the Cuyahoga County, Ohio courts for any dispute arising hereunder.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the first date written above.

**CASE WESTERN RESERVE UNIVERSITY**

-----

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

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

Date: \_\_\_\_\_ Date:  
\_\_\_\_\_

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

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

Date: \_\_\_\_\_