

**"License Agreement Form" for the Use of University Facilities by Other Than University Persons or Organizations**

To protect the interests of the University it is necessary that this Agreement be signed by all organizations or individuals who are permitted to use our facilities. This applies whether or not a rental fee is being paid. The Agreement serves as a license to use our facilities and requires appropriate insurance coverage. It also creates a hold harmless understanding between the University and the organization using the facilities.

A supply of these forms is available in the Duplicating Department. It should be completed and signed in sufficient copies so that a form with original signatures can be provided to:

- a. The Business Office
- b. The using organization

It would also be advisable for the authorizing department to retain a copy of the form.

It is the responsibility of the person authorizing the use of the facilities to ensure that an executed form is on file in the Business Office prior to the effective date. Instructions should also be given that the insurance certificate required in the License Agreement should be forwarded to the Business Office before the effective date.

## LICENSE AGREEMENT

Agreement dated the \_\_\_\_\_, 200\_, be and between LA SALLE  
UNIVERSITY ("Licensor") and \_\_\_\_\_ ("Licensee").

### WITNESSETH:

The parties hereto, intending to be legally bound hereby, mutually agree as follows:

1. Grant of License. In consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars (the "License Fee") and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee a person and revocable license to use \_\_\_\_\_ (the "Facilities") for the following purpose: \_\_\_\_\_ and for no other purpose whatsoever. The license hereby granted shall be effective commencing at \_\_\_\_\_ .M. on \_\_\_\_\_, 200\_ (the "Effective Date") and, unless sooner terminated by Licensor, shall terminate at \_\_\_\_\_ .M. on \_\_\_\_\_, 200\_ (the Termination Date"). The period of time commencing on the Effective Date and ending on the Termination Date is hereinafter referred to as the "Term". Licensor reserves the right to refuse use of the Facilities to any person, group or entity if such use is determined to be: (a) potentially detrimental to the health and safety of the patrons; (b) potentially disruptive to the normal function of Licensor; or (c) contrary to the mission of Licensor. As of the date of this Agreement, Licensor anticipates that the projected use of the Facilities by Licensee does not pose any problems for either Licensor or Licensee in any of the aforementioned respects.

2. Insurance. Licensee shall, at its sole cost and expense, at all times during the Term of the license, maintain in force a policy or policies of insurance, written by one or more insurance companies authorized to do business in the state in which the Facilities are located with a financial rating of at least an "A" as rated in the most recent edition of Best's Insurance Reports, approved by Licensor, which will insure against liability for injury to or death of persons or loss or damage to their property occurring in or about the Facilities during the Term of the license. The liability under such insurance shall be not less than One Million (\$1,000,000.00) Dollars for any one person injured or killed; Three Million (\$3,000,000.00) Dollars for any one accident; and Five Hundred Thousand (\$500,000.00) Dollars for property damage. On or before the Effective Date and thereafter during the Term, not less than fifteen (15) days prior to the expiration dates of said policy or policies, Licensee shall provide copies of policies or certificates of insurance evidencing the coverage required hereunder. The aforesaid insurance limits may be increased or decreased from time-to-time by Licensor. All policies of insurance shall name Licensor as an additional insured and shall provide that no material change or cancellation of said policies shall be made without thirty (30) days prior written notice to Licensor and Licensee.

3. Indemnification of Licensor. Licensee agrees to indemnify, defend, save and hold harmless Licensor and Licensor's officers, directors, agents, employees, successors and assigns (the "Indemnified Parties") from and against, and to reimburse the Indemnified Parties with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and expenses, court costs and costs of appeals) asserted against or incurred by the Indemnified Parties by reason of or arising out of the grant of the license to Licensee or Licensee's use of the Facilities.

4. Licensor's Liability. Licensor shall not be liable to Licensee for any damage or injury to Licensee or Licensee's property, whether such damage or injury is direct, incidental or consequential, whether occasioned by Licensee's use or misuse of the Facilities, or whether such damage or injury is caused in whole or part by the negligence of Licensor. Licensor's maximum

liability for failure to make the Facilities available to Licensee during the Term or for revocation of the license shall be limited to return of the License Fee (if any), unless the unavailability of the Facilities or the revocation of the License is caused in whole or part by the negligence or willful misconduct of Licensee, its officers, directors, agents, employees, members, patrons, successors or assigns, or for Licensee's breach of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LA SALLE UNIVERSITY

\_\_\_\_\_ (Name of Licensee)

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

\_\_\_\_\_

Name:  
Title:

Name:  
Title:  
Address: