CARROLL COLLEGE

FACILITY USAGE LICENSE AGREEMENT

**THIS AGREEMENT** made and entered into at Helena, Montana, this day of , by and between **Carroll College** (hereinafter referred to as “**COLLEGE**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**hereinafter referred to as “**LICENSEE**”).

**IN CONSIDERATION OF** the mutual covenants, terms, and conditions herein contained, it is agreed as follows:

1. **LICENSE-DESCRIPTION OF PREMISES: COLLEGE** hereby grants to **LICENSEE** a license to occupy and use, subject to all terms and conditions of this Agreement, that portion only of Carroll College, located at Carroll College in Helena, Montana, described as follows:

**Room:**

1. **LIMITATION TO DESCRIBED PURPOSE**: The premises may be occupied and used by **LICENSEE** solely for:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and** for incidental purposes related to such a purpose. This License shall not be assigned or sub-licensed without written permission of the **COLLEGE**.
2. **LICENSE PERIOD: LICENSEE** is permitted to use and occupy the premises on the following days, dates, and times during each day as follows:

**Date:**

**Time:**

 **Cost:**

Any extra time for any reason desired by **LICENSEE** must first be allowed and approved in writing by **COLLEGE** and must be in accordance with the terms and conditions of this Agreement.

1. **CONSIDERATION:** As consideration for this Agreement, **LICENSEE** agrees to abide by and perform all of the terms of this Agreement.

V. **COMPLIANCE WITH RULES AND LAWS: LICENSEE:** shall use and occupy the premises in a safe and careful manner. **LICENSEE** agrees not to do anything on the premises which may result in an increase in the fire insurance rate, interference with **COLLEGE’S** operations, a violation of the ordinances or rules of the City of Helena concerned with the occupancy of business premises, or a violation of the laws or rules of the United States of America or the State of Montana.

1. **UNLAWFUL USE: LICENSEE** shall not use the premises or any part thereof for any unlawful purpose or in any manner so as to injure persons or property in, on, or near the premises. If at any time, in the judgment of the **COLLEGE**, the use of the premises by **LICENSEE** is illegal, **LICENSEE** shall either, at **COLLEGE’s** option, cease and desist from continuing such illegal use or surrender the premises licensed hereunder forthwith upon demand of the **COLLEGE.**
2. **PUBLIC ACCESS:** All portions of the sidewalks, entrances, passages, vestibule, halls and all ways of access to public utilities of the premises shall be kept unobstructed by **LICENSEE** and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways, and openings into any place in the structure, including hallways, corridors, and passageways, and house lighting and signage shall in no way be obstructed by **LICENSEE.**
3. **INDEMNIFICATION: LICENSEE** shall defend, protect, indemnify, and hold harmless COLLEGE, including its trustees, officers, administrators, agents, and employees, from any claim, demand, damage, cost, loss, or liability arising out of or related to any activity of **LICENSEE**, including its officers, directors, administrators, agents, employees, volunteers, patrons or guests, to the extent the condition giving rise to the claim, demand, damage, cost, loss, or liability is caused by the negligence or fault of **LICENSEE** or its officers, directors, administrators, agents, employees, volunteers, patrons, or guests.
4. **INSURANCE: LICENSEE** shall, at its sole cost and expense, procure and maintain through the term of this License, the following insurance:
5. **LICENSEE** agrees that it will at all times during the term of this Agreement carry and maintain for the mutual benefit of **LICENSEE** and **COLLEGE**, commercial general liability insurance coverage **WITHOUT EXCLUSIONS IN COVERAGE FOR SEXUAL ABUSE OR MOLESTATION,** and automobile liability insurance for owned, hired and non-owned motor vehicles. All insurance shall provide coverage for bodily injury, death, or property damage, such insurance to afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) in respect to injury or death to a single person, and to the amount of not less than One Million and no/100 Dollars ($1,000,000.00) in respect to any one accident or occurrence, and to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) in respect to property damage to the premises and operations of the **COLLEGE.** **LICENSEE** shall furnish **COLLEGE** at the time this Agreement is executed with a duplicate certificate or certificates of such insurance policy or policies, which must name **COLLEGE** as an additional insured with an insurance company acceptable to COLLEGE.
6. Workers’ Compensation as required by law.
7. Employers Liability with a limit of liability of $1,000,000.
8. **LICENSEE** shall obtain and maintain for the length of this agreement Personal Property Insurance coverage for **LICENSEE’S** owned property located on **COLLEGE** premises. At no time will **COLLEGE** be responsible for any of **LICENSEE’S** property on or off **COLLEGE** premises or any subsequent loss of use of same.
9. **VACATING PREMISES:** In the event any portion of the premises hereby licensed to **LICENSEE** is not vacated at the end of the term of this Agreement, then **COLLEGE** or its agent shall be and is hereby authorized to remove from said premises, at the expense of **LICENSEE**, all goods, wares, merchandise, and property of any kind or description which are still present on the premises or on other **COLLEGE** property. **COLLEGE** or its agent shall not be liable for any damage to or loss of such goods, wares, merchandise, or property sustained either during the removal or storage of same. Upon termination of the Agreement, **LICENSEE** will deliver to **COLLEGE** the premises in as good condition and repair as the same shall be found at the beginning of the term of this Agreement, except for ordinary wear and tear.
10. **PROPERTY: COLLEGE** or its agent shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by **LICENSEE** shall, after a period of fourteen (14) days from the last day of this Agreement term, be deemed abandoned and become the property of **COLLEGE**.

XIII. **DAMAGES TO PREMISES: LICENSEE** shall neither deface, injure, mar, nor in any manner damage the premises, and shall neither cause nor permit anything to be done whereby the premises shall be in any manner injured, marred, defaced, or damaged. **LICENSEE** shall neither drive nor permit to be driven by any party acting by or through it nails, staples, hooks, tacks, screws or such into any part of the premises; or to erect or cause to be erected any decorations or adhesives, including tape, that would deface the walls, ceilings, floors, facilities, and equipment contained within the premises. **LICENSEE** shall not make or allow to be made any alterations of any kind to the premises, other **COLLEGE** property, or any equipment belonging to **COLLEGE**. Materials may be attached in or to the premises by means of cords, ropes, or ribbons, or in any other manner which will not mar, deface, or damage the premises or its furnishings and fixtures, provided prior written consent of the **COLLEGE** for such method of attachment is obtained. **LICENSEE** is responsible for any and all damage to the premises or to the floors, sidewalks, ceilings, walls, and equipment of the premises caused by **LICENSEE** or its officers, directors, administrators, guests, patrons, employees, agents, or volunteers. **LICENSEE** shall pay the costs of repair or replacement for any and all damages related to **LICENSEE’s** activities during the term of this Agreement in order to restore the premises affected to the same condition they were in prior to **LICENSEE’s** use. **COLLEGE** will provide detailed billing and accounting to **LICENSEE** when such restoration is completed.

1. **NOTICES:** Any notice or communication which **COLLEGE** may desire to give **LICENSEE** shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to **LICENSEE** at the address set forth on Page One of this Agreement. Any notice from **LICENSEE** to **COLLEGE** shall be validly given if sent by registered or certified mail addressed to:

Lori Peterson

VP for Finance & Administration

Carroll College

1601 North Benton Avenue

Helena, MT 59625

1. **CONTROL OF PREMISES: COLLEGE** reserves the right to control and manage the premises and to enforce all necessary and proper rules for the management and operation of the same and to enter the premises at any time and on any occasion. **COLLEGE** also reserves the right, but not the duty, to eject any objectionable person or persons from the premises.
2. **DESTRUCTION BY FIRE, ETC.:** In the event Carroll College or any part thereof is damaged by fire or if for any other reason, including strikes, failure of utilities, or any act of God which, in the judgment of the COLLEGE renders the fulfillment of this Agreement byeither party impossible,either party may terminate this Agreement upon notice to the other.
3. **SPECIAL PROVISIONS:** The **COLLEGE’S** Special Provision addendum, if any, is attached to and herein made a part of this Agreement. It is the responsibility of the LICENSEE, to ensure special provisions are met. In, addition, it is the responsibility of the LICENSEE to maintain copies of the signed addendum throughout the duration of this Agreement.
4. **OTHER PROVISIONS:** Procurement of all other equipment such as, but not limited to tables, chairs, and extension cords, is the sole responsibility and expense of the **LICENSEE**.
5. **ENTIRE AGREEMENT:** This Agreement embodies the whole agreement of **COLLEGE** and **LICENSEE**. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representation, or agreements, if any were made or understood to have been made, either orally or written, between representatives of **COLLEGE** and **LICENSEE**. It is expressly understood and agreed that all previous communications and negotiations between or among representatives of **COLLEGE** and **LICENSEE**, either oral or written, if any, not herein contained are withdrawn and annulled.
6. **VENUE:** This Agreement is to be construed and governed by the laws of the State of Montana and the rules and regulations of Carroll College.

**IN WITNESS WHEREOF**, this License Agreement is executed by **COLLEGE** and by **LICENSEE**, on the dates listed below.

# CARROLL COLLEGE

Signature: Date:

Print Name & Title: Lori Peterson, VP Finance & Administration

LICENSEE

Signature Date:

Print Name & Title: