This Non-Exclusive Facilities Use License Agreement (“License Agreement”) is entered into by Park University, a Missouri nonprofit corporation (“the University”), and _______________________________ (the “Licensee), and is effective the date it was executed on behalf of the University (“Effective Date”).

Recitals

A. The University owns its Campus located on Highway 9 in Parkville, Platte County, Missouri, and the Licensee desires to use certain University facilities, roads and parking lot(s) on the Campus to carry out the use contemplated in this License Agreement.

B. The University is willing to permit the Licensee, and certain of its employees, volunteers, agents, representatives and invitees to use the Licensed University Facilities upon the terms, and subject to conditions stated in this License Agreement.

License Agreement

The parties agree that:

1.0 Grant of License. Subject to the conditions, obligations and terms of this License Agreement, including the Standard Terms and Conditions referred to below in Section 15.0, the University grants to the Licensee and the Licensee’s Permitted Users a non-exclusive license (“License”) to use the Licensed University Facilities, but solely for the Permitted Use set forth below.

2.0 Licensed University Facilities: The Licensed University Facilities are described and depicted on attached Exhibit A, which is a part of this License Agreement, and the License is for ______________________________ (“Permitted Use”) by ______________________________ (“Permitted Users”) on ______________________________ (“Permitted Use Dates”). Any changes to any of the provisions set forth in this Section 2.0, including but not limited to the Permitted Use Dates, must be agreed to in writing by the University, acting in its sole discretion.

3.0 Term. The term (“Term”) of this License Agreement will start on ______________, 20__, (“Commencement Date”) and end on ______________, 20__ (“Expiration Date”), unless earlier terminated as provided elsewhere in this License Agreement.

4.0 Representatives.

4.1 Licensee Representative. The Licensee designates the person (“Licensee’s Representative”) named below as the Licensee’s authorized representative with whom the University will work to facilitate the Licensee’s Permitted Use of the Licensed University Facilities (“Licensee’s Representative”). The University will have the absolute right to rely upon representations and warranties made, and obligations undertaken on behalf of the Licensee that are communicated, to the University by the Licensee’s Representative; Licensee has specifically granted the authority to bind the Licensee. The Licensee’s Representative may be changed only by the Licensee giving prior written notice to the University.

Name:_________________________________ Title (if any):______________________________________
Address:________________________________________________________________________________
Office Phone:____________________ Cell Phone:_______________ Email:_________________________

4.2 Primary University Representative. The University designates the person (“Primary University Representative”)
Representative”) designated below as the University’s Primary Representative with whom Licensee will work to facilitate Licensee’s Permitted Use of the Licensed Facilities pursuant to this License Agreement. The University may change its Licensed Representative at any time by written notice to Licensee, and may designate other University employees to communicate with Licensee’s Representative about matters other than scheduling, set-up, and matters related to the physical use and conditions of the Licensed University Facilities.

Katy Goodwin, Event Coordinator
Park University
8700 NW River Park Drive, PMB 16
Parkville, MO 64152
Office Phone: (816) 584-6415 Email: katy.goodwin@park.edu

However, the University is also represented by its Campus Safety Officers and other University employees described elsewhere in this Agreement, including the Standard Terms and Conditions described in Section 15.0.

5.0 Use Payment. On or before __________, 20___, Licensee will pay $_______________ to the University, for the right to use the Licensed University Facilities during the Term.

6.0 Other Licensee Obligations.

7.0 Other University Obligations.

8.0 Termination.

8.1 Termination for Failure to Agree Upon Dates. Failure of the parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in early expiration of the Term; if that occurs, the University will have no liability for damages of any kind whatsoever to the Licensee.

8.2 Rights to Terminate. The University may terminate this License Agreement on the basis of any right of termination set forth anywhere in this License Agreement, including the Standards Terms and Conditions, including but not limited to termination by the University, in its sole discretion, for any alleged or actual violations of the Missouri Child Abuse Laws. (See Section 9.0 of the Standard Terms and Conditions for more reporting information).

8.3 Automatic Termination. The License granted in this License Agreement will automatically expire on the Expiration Date without any action by the University. Thereafter, the University will be under no obligation to enter into any new license agreement with the Licensee. The Licensee has no right, express or implied, to an extension of the License under this License Agreement or otherwise.

9.0 Prohibited Uses. The Licensee will only engage in the Permitted Uses, all other uses are prohibited. The Licensee will engage in the Permitted Uses in a manner that will protect and not damage the Licensed Facilities or the Campus, and will immediately notify the University in writing of any prohibited uses by the Licensee or its Permitted Users.

10.0 Cooperation. The Licensee will cooperate and will cause the Licensee’s Representative and Licensee’s Permitted Users to cooperate with the University’s security and maintenance supervisory personnel at all times, including but not limited to investigations into damages to the Licensed Facilities, or into criminal or civil actions resulting from the Permitted Use, any prohibited uses, and any other activities related to this License Agreement.

11.0 Alterations Prohibited. Neither the Licensee nor the Licensee’s Permitted Users will make any alterations, improvements or changes of any kind to any of the Licensed University Facilities or other University real property, and if they do, the Licensee will immediately notify the University in writing of any such prohibited alterations.
12.0 **Required Insurance.**

12.1 **Required Coverages.** The Licensee will maintain or cause to be maintained, in full force and effect, at the Licensee’s expense, one or more policy(ies) of general comprehensive public liability insurance (the “Licensee’s Liability Policy”), with coverage(s) of not less than $1,000,000 in the aggregate for bodily injuries and property damage, and intended to provide coverage(s) in those amounts for any claims against or liability of the Licensee arising out of access to and use of the Licensed University Facilities and the use of any other Campus buildings, structures, land, trees or other plantings, by the Licensee and the Licensee’s Permitted Users. The Licensee will also provide medical payments insurance (the “Licensee’s Medical Payments Policy”) with at least $10,000 coverage per person, per occasion to cover all of the Licensee’s Permitted Users. The Licensee’s Liability Policy and the Licensee’s Medical Payments Policy must be provided by insurance companies that are licensed to do business in Missouri and that are acceptable to the University. The University must be named as an additional insured on the Licensee’s Liability Policy.

12.2 **Certificates.** The Licensee will provide the University with certificate(s) of insurance (“Licensee’s Certificate(s) of Insurance”) that evidence that the Licensee has the insurance required by this Section 12.0, no later than ten (10) days after the Effective Date. The Licensee’s Certificate(s) of Insurance must provide that neither the Licensee’s Liability Policy, nor the Licensee’s Medical Payments Policy may be altered, terminated or lapse without at least three (3) days’ prior written notice to the University. The Licensee’s Liability Policy will not limit the Licensee’s liability to the University or to third parties. If insurance coverage(s) required in this Section 12.0 are not obtained and/or the Licensee’s Certificate(s) of Insurance are not timely delivered to the University, the University may, in its sole and absolute discretion, terminate this License Agreement and/or prohibit the Licensee’s use of the Licensed University Facilities, which termination will be effective when notice is given to the Licensee. Certificates of Insurance will be attached to, and become part of, License Agreement under which they are required after approval by the University.

The Licensee must deliver the Licensee’s Certificate(s) of Insurance to:

Park University
Attn: Associate Vice President for Finance and Administration
8700 N. W. River Park Drive
Mackay Hall, Lower Level One
Parkville, MO 64152
Telephone: (816) 584-6248
Fax: (816) 746-6423
Email: Rebecca.peck@park.edu

13.0 **Missouri Child Abuse Laws.** Licensee represents, warrants and agrees that Licensee is aware of the Missouri Child Abuse Laws that protect any person under eighteen (18) years of age (“Child”), and the Licensee and the Licensee’s Permitted Users who enter the Licensed University Facilities pursuant to this License Agreement must comply with the Missouri Child Abuse Laws, including but not limited to the required reporting of suspected Child abuse or neglect. The Licensee will expressly require all of Licensee’s Permitted Users who have or participate in the care, custody, or control of any Child within the Licensed University Facilities, or elsewhere on University land, who have reasonable cause to suspect that a Child is being, or has been, subjected to abuse or neglect to report the abuse or suspected abuse to: (i) the Missouri Child Abuse and Neglect Hotline described below. The toll-free number is 1-800-392-3738. Persons calling from outside Missouri should dial 573-751-3448, and (ii) to the University Campus Safety Office at (816) 584-6444. (See Section 9.0 of the Standard Terms and Conditions for more reporting information).

14.0 **Security Deposit.** A Security Deposit of $_______ has been delivered to the University with this License Agreement by Licensee and will be held by the University (without liability for interest) as security for the performance of Licensee’s obligations under this License Agreement, subject to the Security Deposit provisions set forth in the Standard Terms and Conditions.
15.0 **Standard Terms and Conditions.** Licensee acknowledges and affirms that Licensee’s Representative has reviewed and understands the University’s Standard Terms and Conditions which can be read online at [http://www.park.edu/licenseterms](http://www.park.edu/licenseterms). Those Standard Terms and Conditions as from time-to-time amended, are expressly incorporated into this Agreement by reference in their entirety; are an integral part of this Agreement; and are legally binding upon, and agreed to by, Licensee.

Each party has caused this License Agreement to be executed by that party’s authorized representatives as of the Effective Date.

Park University

By: ________________________________
   Dorla D. Watkins, Vice President
   for Finance and Administration

Date: ____________________________, 2012

“University”

Name: ________________________________
Title: ________________________________

Date: ____________________________, 2012

“Licensee”
**EXHIBIT A**

**Licensed University Facilities:** The University owns and the Licensee desires to use the buildings or other University facilities located on the Parkville Campus Center, and designated University roads ("Designated Roads"), designated University parking lot(s) ("Designated Parking Lot(s)"") and sidewalks necessary to permitted use, specifically identified as follows:

NOTE: Office of General Counsel will complete this blank based on written information in Section 3.0 of the Non-Exclusive Facilities License Worksheet, as graphically depicted below.
Licensed University Facilities: The University owns and the Licensee desires to use the buildings or other University facilities located on the Parkville Campus Center, and designated University roads ("Designated Roads"), designated University parking lot(s) ("Designated Parking Lot(s)") and sidewalks necessary to permitted use, specifically identified as follows:

NOTE: Office of General Counsel will complete this blank based on written information in Section 3.0 of the Non-Exclusive Facilities License Worksheet, as graphically depicted below.