**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** ("License Agreement"), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, [insert date of agreement] by and between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Michigan constitutional corporation (the “Licensor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert legal name] (“Licensee”), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert state of organization and type of entity] is based upon the following:

**A.** Licensor owns a tract of land situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [insert City or Township] County of \_\_\_\_\_\_\_\_\_\_\_\_, [insert name of county] State of Michigan, as depicted on the attached **Exhibit A** (the “Licensor’s Property”).

**B.** Licensee desires that Licensor grant to Licensee a license for Licensee to use that portion of Licensor’s Property identified as the “License Area” on **Exhibit A** (the “License Area”).

**C.** Licensor is willing to grant to Licensee a license for use of the License Area upon the terms and conditions set forth in this License Agreement.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree as follows:

1. **LICENSE AREA:** Licensor grants to Licensee a license for Licensee to use the License Area (the "License") solely for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert description of purpose] in the License Area. The License applies only to the License Area and not to any other portion of the Licensor’s Property.
2. **USE:** Only a person who is an employee or invitee (including a volunteer or patient) of Licensee shall be permitted on the License Area. Licensee is strictly prohibited from making any alterations, additions, improvements, modifications or changes however described to the License Area. Licensee is further strictly prohibited from causing any disturbance, including noise or odor, which may unreasonably disturb other occupants or users of the License Area, Licensor’s Property or its environs. Licensee accepts the License Area in “as is” condition without any obligation on the part of Licensor to improve or maintain same. Licensee shall keep the License Area in good, clean, orderly and safe condition. Licensee will instruct its employees, agents, contractors, licensees, and invitees to (1) give immediate written notice to Licensor of any condition requiring repair or maintenance pertaining to the use and occupancy of the License Area; and (2) avoid any the condition until the condition has been repaired or maintained as may be required.
3. **LICENSE FEE:** The license fee is $[\_\_\_\_\_\_\_\_\_\_\_]. Payment is due upon execution of this License Agreement and shall be payable to the University of Michigan and delivered to: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] [insert address and position of addressee receiving the license fee]
4. **TERM:** The term of the License shall be commence at \_\_\_\_\_\_\_\_\_\_a.m. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019 and end at \_\_\_p.m. on \_\_\_\_\_\_\_\_\_ ,2019 (the Term).
5. **SUPERVISION:** Licensee shall be responsible during the term of this License for the supervision of the activities of all of Licensee’s agents, employees, licensees and invitees in connection with access to and use of the License Area, and Licensee shall take all precautions, including but not limited to the policing of the area, as are necessary in the interest of public safety and for the safety of any persons traveling upon or in any way using the License Area or land adjacent thereto. If any University property is damaged, Licensee is responsible for the cost of all the expenses associated with any repairs.
6. **CONFORMITY WITH LAW AND LICENSOR’S RULES AND REGULATIONS:** All operations and activities conducted by Licensee on the License Area shall conform with safe practices and shall at all times comply with all local, State, and Federal laws, statutes, rules, and regulations pertaining thereto. Licensee is also responsible for compliance with University of Michigan rules and guidelines, for adherence to any posted regulations on the Licensor’s Property, and any conditions or rules and regulations shown on the attached **Exhibit B.** [Insert on Exhibit B any specific rules governing the use of the site, and any general site rules and regulations, including hours of operation, trash removal, no smoking, no fires, etc.]
7. **RESTORATION:** If Licensee, or anyone acting on its behalf (including employees, contractors, and invitees), damages any of University’s Property, including but not limited to the License Area or the Licensor’s Property, then Licensee will restore the damaged property to its prior undamaged condition, or reimburse Licensor for the costs of restoration.
8. **INSURANCE:**

(a) Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect without interruption during the term of this License Agreement, the following types of insurance coverage, with minimum limits as set forth below:

* 1. Commercial General Liability covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability - $1,000,000 each occurrence, $2,000,000 aggregate.

2. Business Automobile Liability covering all owned, hired, and non-owned vehicles - $500,000 each occurrence, including all applicable statutory coverages.

3. Workers Compensation – statutory limits for all states of operation.

* 1. Employers Liability - $500,000 each employee for bodily injury by accident and $500,000 each employee for bodily injury by disease.

(b) All policies of insurance procured by Licensee shall be written as primary policies; not contributing with or in excess of coverage that Licensor may carry. If Licensee’s liability policy does not contain the standard separation of insureds provision, or a substantially similar clause, it shall be endorsed to provide cross-liability coverage. Licensee shall agree to waive its insurer’s right of recovery under its policies. Licensor shall be listed as an additional named insured on such policies (except Workers Compensation and Employers Liability) and at Licensor’s request Licensee shall provide Licensor with certificates of insurance evidencing compliance with the limits, insurance requirements and waiver of subrogation set forth above. Such certificates shall be in a form acceptable to, and underwritten by an insurance company reasonably satisfactory to Licensor and with an A.M. Best Company rating of A- or above. By requiring insurance herein, Licensor does not represent that coverage and limits will necessarily be adequate to protect Licensee or Licensor. The purchase of appropriate insurance coverage by Licensee or the furnishing of certificates of insurance shall not release Licensee from its obligations or liabilities under this Agreement. The insurer under such policy shall agree not to cancel, materially change, or fail to renew the coverage provided by such policy, without first giving Licensor ten (10) days advance written notice.

1. **INDEMNIFICATION:** To the extent permitted by law, Licensee shall defend, indemnify, protect, and hold harmless Licensor, its officers, directors, agents, representatives and employees from and against any and all claims, demands, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and disbursements that: (i) arise from or are in connection with the License granted hereunder for the License Area or any portion thereof; (ii) arise from or are in connection with any act or omission of Licensee or Licensee's agents, employees, licensees, invitees, or others; (iii) result from any default of this License Agreement or any provision hereof by Licensee; or (iv) result from the presence of Licensee's agents’, employees’, licensees’, or invitees’ property or equipment on the License Area; all regardless of whether such claims are asserted or incurred before, during, or after the term of this License Agreement. Licensee's obligations under this Paragraph shall survive the expiration of this License Agreement. Licensee’s indemnification of Licensor includes any and all costs and expenses incurred in connection with the enforcement of this Paragraph.
2. **VACATION OF PREMISES:** Upon termination of this License Agreement, Licensee shall be responsible for (i) the general cleaning of the License Area, (ii) the disposal of trash generated in the License Area, (iii) restoration of the License Area to the condition it was in immediately prior to the then current term of the License, and (iv) the removal of its personal property from the License Area.
3. **WASTE OR NUISANCE:** Licensee shall not commit or suffer to be committed any waste or nuisance upon the License Area. Licensee shall take such action as may be necessary to prevent or terminate any such nuisance or waste arising out of Licensee's use of the License Area, including, without limitation, any nuisance created by Licensee’s agents, employees, contractors, subcontractors, licensees and invitees.
4. **DEFAULT:** If Licensee fails to observe or perform any of its obligations under this License Agreement, then Licensee shall be in default under this License Agreement, and Licensor may, at its option, exercise one or more of the following remedies:

(a) After contacting and conferring with Licensee to resolve the nonperformance, declare this License Agreement terminated;

(b) Obtain specific performance of the covenants and obligations of Licensee under this License Agreement; or

(c) Perform such obligation on behalf of Licensee in which event the costs and expenses paid or incurred by Licensor in performing Licensee’s obligations shall be immediately due and payable to Licensor following receipt of Licensor’s invoice.

1. **NATURE OF LICENSE:** No legal title, easement or other possessory interest in real estate, including any leasehold interest in the licensed premises, or any appurtenances thereto, shall be created or deemed or construed to have been created or vested in Licensee by anything contained in this License Agreement.
2. **GOVERNING LAW:** All matters arising out of or related to this License Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law and shall be brought in a court of subject matter jurisdiction within the state of Michigan. Any claims, demands, or actions asserted against Licensor for damages shall be brought in the Michigan Court of Claims. The parties and their successors and assigns consent to the jurisdiction of the courts of or within the state of Michigan with respect to any other claims arising under this License Agreement.
3. **NOTICES:** All notices or other communications provided for under this License Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Licensor: The University of Michigan

AEC – Real Estate Office

326 E. Hoover Street

Ann Arbor, MI 48109-1002

Attention: Executive Director of Real Estate

If to Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Attn: \_\_\_\_\_\_\_\_\_

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth in this License Agreement.

1. **THIRD PARTY BENEFICIARIES:** Nothing in this License Agreement, express or implied, is intended to or will be construed to confer upon any person or party, other than the Licensor and Licensee, any right, remedy, or claim under or with regard to the License Agreement.
2. **SEVERABILITY:** Whenever possible, each provision of this License Agreement will be interpreted in a manner so as to be enforceable, valid, and legal under applicable law. If any provision of this License Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or illegal in any respect under applicable law, the unenforceability, invalidity, or illegality will not affect any other provision of this License Agreement and this License Agreement will be construed as if the unenforceable, invalid, or illegal provision had never been contained in this License Agreement.
3. **NO WAIVER:** No delay or failure on the part of the Licensor in the exercise of any right granted under this License Agreement or otherwise available by License Agreement, at law, or in equity, shall impair any right, to be construed as a waiver of any default or any acquiescence.
4. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this License Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between Licensor and Licensee.
5. **COUNTERPARTS:** This License Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of a scanned copy by email of the License Agreement shall be deemed a good and valid execution and delivery of this Agreement.
6. **ENTIRE AGREEMENT:** This License Agreement together with all its Exhibits constitutes the entire agreement between the parties to the License Agreement regarding the subject matter of this Agreement and cannot be amended or modified except by a writing signed by all of the parties to this Agreement. The exhibit attached to this Agreement is incorporated into the Agreement and made a part of this Agreement for all purposes.
7. **SUCCESSORS AND ASSIGNS:** This License Agreement is personal to the Licensee and may not be assigned to another party.
8. **PARTIES IN INTEREST:** Each party represents that this Amendment is executed by its authorized representative.

**IN WITNESS WHEREOF**, Licensor and Licensee entered into this License Agreement on the date in the introductory paragraph.

## LICENSOR:

THE REGENTS OF THE UNIVERSITY OF MICHIGAN,

a Michigan constitutional corporation

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

[insert name of authorized signer]

Its: [insert title of authorized signer]

## 

**LICENSEE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert name of Licensee]

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[insert name of authorized signer]

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[insert title of authorized signer]

**EXHIBIT A**

**LICENSOR’S PROPERTY AND LICENSE AREA**

**EXHIBIT B**

**RULES AND REGULATIONS**

[Insert any specific rules governing the use of the site, and any general site rules and regulations, including hours of operation, trash removal, no smoking, no fires, etc.]