**FACILITY LICENSE AND USE AGREEMENT FOR**

**HOWARD UNIVERSITY FACILITY**

This AGREEMENT, is made this       day of      , 20      by and between Howard University, an institution of higher education incorporated by an Act of Congress, with business offices at 2400 6th Street, N.W., Washington, D.C. 20059 (“the Owner”), and       with business offices located at       (the “Licensee”).

**TERMS AND CONDITIONS**

**1.0** **THE FACILITY**.

**1.1 The Facility.** The Owner does hereby allow the Licensee a license to use Howard University’s       (the “Facility”), located at      , N.W., Washington, D.C., 20059, specifically the following portions thereof described as:      , at the following dates and times:

**Date(s) Time(s)**

            to

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**1.2 Use of the Facility.** The Facility is to be used by the Licensee for the purpose of       (the “Event”) and for no other purpose. Licensee agrees to use the Facility in a careful and prudent manner and to prevent damage to the Facility.

**2.0** **CONSIDERATION**.

**2.1 Payments.** As payment for use of the Facility, the Licensee shall pay to Owner       Dollars ($     ), of which       Dollars ($     ), are to be paid at the time of signing hereof and       Dollars ($     ) are to be paid before 12:00 o’clock noon on      , 20     . All payments made hereunder shall be submitted to:      .

**2.2 Rights of the Owner.** The Owner shall not be obligated to allow Licensee’s use of the Facility until all payments required under this Agreement have been made in a timely manner, as required under paragraph 2.1. If Licensee fails to make all payments required by this Agreement on or before the time or times above mentioned, the Owner shall have the right, at its sole option, to cancel this Agreement, and retain all sums of money paid pursuant to this Agreement and Licensee shall be liable to the Owner for the balance remaining to be paid, as specified herein.

**3.0 UNAUTHORIZED OR IMPROPER** **USE OF FACILITY**.

In the event that the Licensee shall use or attempt to use the Facility for any purposes other than the above specified, or in the event that the Licensee shall in any other respect fail to observe and fulfill its agreements herein contained, or if any use or proposed use of the said premises shall, in the sole and absolute judgment of the Owner, be in any way contrary to law or adverse to the academic objectives of the Owner, or otherwise improper or detrimental to the reputation of the Owner, the Owner without notice to Licensee shall have the right, at its option, to immediately cancel this Agreement and take possession of the Facility and all rights of the Licensee shall thereupon terminate.

**4.0 INSURANCE.**

When requested by Owner, the Licensee shall present to the Owner a certificate of insurance. Owner shall determine if the Licensee’s insurance levels are adequate for the purposes of the Event. If the Owner determines, in its sole and absolute discretion, that Licensee’s insurance coverage is inadequate to cover the activities contemplated by this Agreement, Licensee may increase its insurance coverage at its own expense or Owner may terminate this Agreement without penalty.

**5.0**  **INDEMNIFICATION**.

The Licensee agrees to indemnify and hold Owner and its Board of Trustees, officers, employees and agents harmless and free from all damage or other liabilities occasioned within the Facility or adjacent thereto by reason of any injury to persons or property arising out of any act or omission of the Licensee or any of its officers, agents, employees, guests, or other persons admitted by Licensee upon the Facility and said Licensee agrees, at its own cost and expense, to defend and protect Owner against any and all such claims and demands including, but not limited to, attorney and paralegal fees. In case any damage of any kind to the said Facility arising out of any act or omission described in the preceding sentence, the Licensee shall pay such amounts as shall be necessary to put the said Facility in as good an order and condition as the Facility was at the commencement of the this Agreement.

**6.0** **LIMITS OF OWNER’S LIABILITY**

The Owner shall not be liable for any loss of property or for any bodily injury, however incurred, that is suffered by the Licensee, its agents, employees, or guests, on the Facility during the term of this Agreement. Owner is hereby expressly released and discharged from any and all liabilities for any loss, injury, or damages to such persons or property.

**7.0** **ASSIGNMENT**.

The Licensee Agreement shall not be assigned by the Licensee, nor may the Licensee sublet said Facility, or any part thereof, or permit any business or activity on the Facility other than the use specified in paragraph 1.2.

**8.0** **REFRESHMENTS**.

Refreshments of any kind shall not be served or eaten in the Facility, except as may be specifically pre-approved, in writing, by the Owner. In no event shall smoking be permitted in the Facility.

**9.0**  **SECURITY**.

The Licensee agrees to use such security personnel as may be selected by the Owner for the Event and the preparation for the Event. Licensee hereby warrants and represents that it will follow the directions and instructions of such personnel pertaining to all security matters.

**10.0** **GOVERNING LAW**.

This Agreement shall be governed according to the laws of the District of Columbia, without reference to its Conflict of Laws provisions. The parties hereby submit to personal jurisdiction in the District of Columbia and all actions arising out of this Agreement shall be brought exclusively in a court of appropriate jurisdiction within the District of Columbia. In the event such litigation is commenced, each party agrees that service of process may be made and personal jurisdiction over each obtained, by service of a copy of the summons, complaint, and other pleadings required by applicable law to commence such litigation upon the party’s appointed agent for service of process in the District of Columbia. In the event a party fails to appoint such agent pursuant to the laws of the District of Columbia or if such appointment should lapse for any reason, each party hereby alternatively designates its signatory to this Agreement as its appointed agent for the service of process in the District of Columbia regardless of the place of residence of such signatory.

**11.0 INCORPORATED ATTACHMENTS**

If checked below, the following attachments are attached and incorporated herein and are part of this Agreement:

Exhibit A – Insurance Requirements

Exhibit B – Additional Howard University Requirements (may include, among other things, quote terms and conditions and house rules)

**IN TESTIMONY WHEREOF**, The Howard University has caused this Agreement to be signed in its name by a University official with the authority to execute this Agreement and the Licensee has duly executed the same.

**THE** **HOWARD UNIVERSITY** (Owner)  (Licensee)

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

Name:       Name:

### Title:       Title:

Date:       Date: