

LICENSE AGREEMENT FOR USE OF A DISTRICT FACILITY

This License Agreement is made this ____ day of _____ 20__, by and between _____, hereinafter referred to as "Licensee," having its principal place of business at _____, Attn: _____, and the Eagle Mountain-Saginaw Independent School District, hereinafter referred to as "Licensor," having its principal place of business at 1200 Old Decatur Road, Fort Worth, Texas 76179, Attn: _____.

RECITALS

The Licensor owns, maintains and operates the _____ campus, hereinafter referred to as "Facility"; and

Licensee wishes to use a portion of the Facility; and

Licensee recognizes that Licensor’s properties, such as the Facility, are intended primarily for Licensor’s use and Licensor’s use will always have the highest priority;

Now, therefore, for and in consideration of the promises and mutual representations, warranties, covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

1. License. Licensor grants to Licensee a revocable, nonexclusive license (the "License") solely for the purpose of using those portions of the Facility identified on Exhibit A (the "Licensed Areas") for _____. Licensee agrees that it will not enter or use any other portion of the Facility or Licensor's properties other than the Licensed Areas without the prior written consent of Licensor, and that it will not use the Licensed Areas for any purpose or use not expressly permitted in this License without the prior written consent of Licensor. This License is personal to Licensee and is not assignable in whole or in part and does not and will not inure to the successors and/or assigns of Licensee. This License is subordinate and subject to all presently existing deed and lease restrictions, easements, right-of-ways, zoning regulations and any other matters of record. This Agreement, the License and the relationship of Licensor and Licensee shall not be deemed to create a lease or any other interest in real property in favor of Licensee.

2. Term. The initial term of this License shall commence on _____, and shall continue until _____. At the mutual agreement of the parties, this License may be renewed for additional periods under terms and conditions as the parties may agree upon. Such agreement to renew shall be in writing and signed by the parties. Licensee or Licensor shall notify the other of its desire to terminate or renew this License no less than thirty days prior to the expiration of the term.

3. License Fees. Licensee shall pay to Licensor on or before the 5th day of each calendar month the sum of \$_____ for the use of the Licensed Areas for that month. The Licensee

will pay this fee either with a check drawn on a bank in Texas, a cashier's check, or a money order made payable to Licensor.

4. Limitations of License. Subject to the limitations set forth below, Licensee may use the Licensed Areas on the days and times specified on Exhibit A. It is agreed and understood that from time to time Licensor may need to use all or a portion of the Licensed Areas to repair or maintain the Facility or Licensor may need to use the Facility or the Licensed Areas for Licensor's activities during a time previously scheduled as a day for use by Licensee. In such event and except in emergencies when Licensor will notify Licensee as far in advance as possible, Licensor will notify Licensee in advance of its need to use the Licensed Areas. Licensee will be entitled to a prorated credit toward its next license fee payable hereunder (or a prorated refund if no additional payments are due) for the number of days that Licensee was scheduled to use the Licensed Areas but was unable to do so because of Licensor's use or maintenance of same. Licensee and its employees, agents, contractors, participants, members, sponsors, visitors and invitees shall utilize only the entrances, hallways and restrooms of the Facility designated on the attachment to Exhibit A. Use of any areas not identified as the Licensed Areas and authorized adjacent areas requires written consent by Licensor. Any request for use of other areas shall be made in writing at least two weeks prior to the date of use. Additional fees may apply. Licensee agrees that neither it nor its employees, participants, contractors, members, agents, sponsors, visitors or invitees will: (i) intentionally distribute, post or leave materials and/or literature about Licensee or its programs in or on any portion of the Licensed Areas or the Facility after Licensee's designated hours of use; (ii) store any equipment, furniture, decorations, or other materials in the Licensed Areas other than as may be specified on Exhibit A; (iii) conduct any fund raising activities, except with the written consent of the Licensor. Licensee may collect dues, offerings or similar activities from those present during Licensee's use of the Licensed Areas. Licensee agrees it will not use any supplies or equipment belonging to Licensor, except as noted in the Special Set-Up Instructions on Exhibit A.

5. No Warranties. Prior to entering into this License, Licensee has made a thorough and independent examination of the Facility and Licensed Areas. **Licensee hereby accepts the Licensed Areas and the Facility in their current condition, AS-IS. Licensor disclaims any and all warranties with respect to the Licensed Areas and the Facility including, but not limited to, any warranties of their fitness or suitability for Licensee's intended purpose.**

6. Emergencies. If the alarm system sounds while Licensee is using the Licensed Areas, Licensee shall immediately evacuate all of its employees, participants, contractors, members, sponsors, visitors, and invitees and no one will be permitted to re-enter the Facility until receiving permission from the Fire/Police or Licensor. For emergencies with the Facility and/or its equipment, Licensee shall contact the staff member on duty.

7. Responsibilities of Licensor. Licensor will pay utilities necessary to operate the Licensed Areas. Licensor is under no obligation to maintain, repair and/or improve the Facility or the Licensed Areas for the benefit and use of Licensee.

8. Responsibilities of Licensee.

(a) Licensee will: (1) be responsible for cleaning up the Licensed Area after every use; (2) supply and maintain all specialized furnishings, equipment, materials and supplies necessary for its particular use of the Licensed Areas (any equipment or other furnishings used by Licensee shall be of a type that will not damage any part of the Licensed Areas); (3) ensure that its employees, agents, contractors, participants, sponsors, members, visitors and invitees observe and comply with any and all rules and regulations issued by Licensor for the use of the Licensed Areas and the Facility; (4) be responsible for all destruction of or damage to the Facility or Licensed Areas, or any destruction of or damage to any equipment or furnishings therein caused by any act or omission, whether negligent or otherwise, of any agent, employee or contractor of Licensee occurring anytime, or any visitor, participant, sponsor, member or invitee of Licensee occurring during Licensee's use, including damage to areas of the Facility outside the Licensed Areas caused by individuals in any way associated with Licensee; (5) use the designated Facility entrances, hallways and restrooms only; (6) ensure that its employees, participants, contractors, sponsors, members, visitors, agents and invitees are considerate of and cooperative with other users of the Facility; (7) promptly address all concerns or issues to Licensor's staff member on duty; (8) only allow use of the Licensed Areas by Licensee's employees, agents, contractors, participants, sponsors, members, visitors and invitees for the purpose specified in paragraph 1; and (9) comply with any other requirements set out in Exhibit A. In regard to damage to or destruction of Licensor's property as described in sub-section (4) above, Licensor will make necessary repairs or replacements at its discretion, and Licensee will reimburse Licensor for its costs incurred in doing so. Licensee agrees that it will honor and will not in any way violate any restrictions affecting the Licensed Areas that relate to signs, concession sales, promotions or sponsorships of Licensor. Licensee agrees that it will not sell concessions and further agrees it will not use promotions, sponsorships or signs involving or related to alcoholic beverages, tobacco products, firearms, adult-oriented businesses or any other matters which Licensor's Board or Administration determines to be inappropriate for a facility owned by Licensor. Licensee agrees not to engage in any type of retail sales or sales promotions at the Facility or Licensed Areas.

(b) Licensee agrees that its events and activities held in the Licensed Areas shall not: (1) encourage destruction of Licensor's property or disruption of Licensor's functions; (2) advocate or use violence; (3) in the judgment of the Licensor's Board or Administration violate the local community's sense of decency; and (4) create excessive noise.

(c) Licensee accepts responsibility for overseeing and controlling its employees, agents, contractors, participants, members, sponsors, visitors and invitees while they are in the Licensed Areas or the Facility in connection with Licensee's use of the Licensed Areas. The following rules shall be enforced by Licensee at all times: (1) smoking and the use of tobacco products and the use of chewing gum is prohibited anywhere on the Facility or Licensed Areas; (2) possession and/or use of alcoholic beverages or illegal drugs is prohibited; (3) firearms and weapons of any sort are prohibited; (4) all types of illegal activity are prohibited; (5) Licensee's employees, agents, members, contractors, participants, sponsors, visitors and invitees may not walk through or use any other part of the Facility other than that specifically requested in Exhibit A. Licensee will maintain adult supervision in the Licensed Areas to ensure that no employee, agent,

member, contractor, visitor, participant, sponsor or invitee of Licensee enters into or upon any portion of the Facility other than the Licensed Areas; (6) Licensor's property, furniture, equipment, etc., shall not be touched, moved or removed without prior written permission from Licensor. If permission is granted, all property, equipment, etc., will be returned to their original locations by Licensee's personnel at the end of Licensee's designated hours of use; and (7) Licensee's employees, agents, members, contractors, participants, sponsors, visitors and invitees shall not tamper with or disable any of Licensor's security devices.

(d) Licensee may not bring any lights into the Licensed Areas or the Facility. Licensee may bring decorations onto the Licensed Areas but decorations shall not damage the Licensed Areas or the Facility in any manner and shall be completely removed by Licensee at the end of Licensee's designated hours of use. Large open flames, pyrotechnic devices, fog machines and animals are strictly prohibited and are not to be brought onto the Licensed Areas at any time. The use of Licensor's ladders or lifts is also prohibited.

9. Representations and Warranties of Licensee. Licensee and the individual executing the License on its behalf hereby represent and warrant that Licensee has the requisite corporate power and authority to enter into this License, to perform its obligations hereunder, that this License has been duly authorized and executed by Licensee and is enforceable against Licensee in accordance with its terms, and that Licensee will fully comply with all laws applicable to its use of the Licensed Areas.

10. Maintenance. Licensor will provide basic maintenance to the Licensed Areas during the term of the License in accordance with Licensor's customary maintenance schedule. Licensor reserves the right to determine what maintenance is necessary. Licensee may not remove any maintenance materials from the Licensed Areas. No refunds are owed to Licensee due to mechanical failure.

11. Marketing. Licensee will not use Licensor's logo in any manner without express written consent. Licensee may display signage beginning at 6 p.m. the evening before the event. Signage must be removed at the conclusion of the event. Licensee will not in any way indicate that the Licensed Areas belong to Licensee or that it has any claim to the Licensed Areas.

12. Licensee's Property. Licensor, its trustees, officers, employees, agents or representatives shall not be responsible or have any liability for loss or damage to or destruction of any property belonging to Licensee, its agents, employees, participants, members, visitors, sponsors or invitees.

13. Criminal Background Check. Any employee, agent or volunteer of Licensee must complete a criminal background check before first entering the Facility or the Licensed Areas. This requirement applies to Licensee's employees, agents and volunteers as of the date of this Agreement and to those individuals who become Licensee's employees, agents and volunteers during the term of this Agreement. Licensee must also notify Licensor of any arrest or charges brought against any of Licensee's employees, agents or volunteers for any felony or crime of moral turpitude during the term of the License. The person arrested or against whom such charges have been brought may not enter the Facility or Licensed Areas until such notice is made

and Licensor has had an opportunity to evaluate the charges in question. Licensor reserves the right to exclude anyone from the Facility or Licensed Areas for any reason.

14. Indemnification. Licensee shall defend and indemnify Licensor, its trustees, officers, employees, agents and representatives (the "Indemnified Parties") and shall hold them harmless from and against any damages, claims, suits, actions, liabilities, loss, penalties, costs and expenses, including, without limitation, reasonable attorney's fees, arising out of or alleged to have arisen from (i) Licensee's use of the Licensed Areas or the Facility, (ii) a breach of any of the representations, warranties or obligations of this License, (iii) any claims (whether founded or unfounded) of any nature or character (including, without limitation claims for personal injury, death, assault and battery, damage to or destruction of property, right of privacy violations or any other tangible or intangible personal or property right) based upon or arising out of Licensee's use of the Licensed Areas or the Facility, or (iv) any actual or alleged negligent or intentional act of Licensee, its employees, agents, representatives, contractors, participants, members, visitors, sponsors or invitees based upon or arising out of Licensee's use of the Licensed Areas or the Facility.

15. Insurance. (a) Licensee shall maintain throughout the term of this License commercial general liability insurance for bodily injury and property damage relating to the Licensed Areas, the Facility and their appurtenances and Licensee's operations therein on an occurrence basis with coverage of not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The insurance policy shall name Licensor as an additional named insured and include a contractual endorsement extending its coverage to Licensee's obligations hereunder (including Licensee's indemnity obligations). The policy shall also be written as a primary policy which does not contribute to any policies which may be carried by Licensor, and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under said policy for any loss occasioned to it, its directors, employees agents and representatives by reason of the negligence of Licensee, its employees, agents, representatives, participants, contractors, members, visitors, sponsors or invitees. Should Licensee own or acquire one or more motor vehicles, Licensee shall also acquire and maintain in force throughout the balance of the term of this License comprehensive auto liability insurance covering Licensee and Licensor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover the operation on and off the Facility and the Licensed Areas of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability coverage shall not be less than \$1,000,000.00 combined single limit for death, bodily injury and property damage. All insurance policies required of Licensee herein shall be issued in forms acceptable to Licensor by companies licensed to do business in Texas with general policyholder's rating of not less than A and a financial rating of Class VI as rated in the most currently available "Best's Insurance Reports." All policies shall contain endorsements waiving any right of subrogation which the insurer may otherwise have against Licensor or the Indemnified Parties. Licensee shall provide Licensor copies of all insurance policies required herein and cause its insurance companies to issue certificates to Licensor confirming that the policies have been issued and are in full force and effect and that they provide coverage for Licensor and the Indemnified Parties as additional named insureds, and also confirming that before any cancellation, modification or reduction in

coverage of such policies, the insurance companies will give Licensor thirty days prior written notice of such proposed cancellation, modification or reduction.

(b) If Licensee's use of the Licensed Areas causes an increase in the premiums for any insurance policy carried by Licensor, Licensee shall pay, as an additional license fee, the amount of such increase to Licensor immediately upon demand and presentation of written evidence of the increase by Licensor.

16. Termination. Licensor may terminate this License immediately by written notice to Licensee if Licensee shall at any time violate or be in default under any of the terms or provisions hereof and such violation or default is not remedied within five days after the date on which Licensee receives notice of such violation or default from Licensor. If Licensor elects to terminate the License for violation of any of the terms herein, Licensor will not provide a refund to Licensee for any funds, nor will Licensor be responsible for any damages Licensee may suffer as a result. Licensor may also terminate this License at any time by giving Licensee at least two weeks' prior written notice of its intent to terminate. If Licensee has already paid the license fee for a period of time occurring after the specified termination date, Licensor will refund the applicable portion of the previously paid fee, excluding any amount held to cover the costs of damages or repairs.

17. Notices. Any notice required or permitted under this License shall be in writing and shall be deemed given if delivered personally, or sent by overnight courier (providing proof of delivery) to the parties at their addresses listed in the opening paragraph of this License Agreement

18. Nonexclusive Use. Licensee understands and agrees that one or more of Licensor's employees may also be in the Licensed Areas from time to time during Licensee's hours of use as part of their employment with Licensor. Their presence will in no way be considered a violation of this License.

19. Miscellaneous. If any term or provision of this License is held by a court to be invalid or unenforceable, the remainder of this License will be interpreted and applied in a manner so as to most closely effectuate the intent of the parties to this License. This License may be executed in duplicate counterparts, each of which will be an original, but all of which shall constitute one agreement. Neither this License nor any memorandum of this License shall be recorded. This License shall be enforceable in Tarrant County, Texas and construed in accordance with the laws of the State of Texas. This License contains all the agreements made by and between the parties and supersedes any prior agreements made by them.

[Signatures appear on the following page.]

The undersigned have executed this License as of the date first above written.

Licensors:

Eagle Mountain-Saginaw ISD

By: _____

Printed Name: _____

Title: _____

Licensee:

By: _____

Printed Name: _____

Title: _____