LICENSE FOR USE OF FACILITIES AND PREMISES

This Agreement made and entered into at Baton Rouge, Louisiana, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College or any successor organization, herein represented by Eric N. Monday, Interim Vice Chancellor Designee for Finance and Administrative Services of Louisiana State University and A & M College, ("LSU"), and _____________________________ ("LICENSEE"), herein represented by its ______________________________.

WITNESSETH

WHEREAS, facilities and premises include buildings and other property belonging to or in the care and custody of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College at Louisiana State University and Agricultural and Mechanical College ("FACILITIES"), and

WHEREAS, FACILITIES are established and reserved for use in accomplishing the instructional, research and public service missions of LSU which must always be given first priority in the assignment of FACILITIES and premises for use, and

WHEREAS, LSU has constructed and operates certain FACILITIES of a specialized nature especially suited to the requirements of LICENSEE, and

WHEREAS, LICENSEE states hereby that it has been unable to obtain the use of comparable private facilities in the Baton Rouge area.

WITNESSETH, THAT LSU and LICENSEE, for the consideration hereinafter named, agree as follows:

A. LSU Agrees:
1. To permit LICENSEE to use LSU FACILITIES and services for the purpose described herein, namely:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

("EVENT"), and no other purpose whatsoever.

2. To establish by Addenda hereto descriptions of FACILITIES and services to be provided and the amounts it will require to be paid by LICENSEE for the use of LSU FACILITIES and services.

B. LICENSEE Agrees:

1. To pay LSU for its use of LSU FACILITIES, services and materials as provided herein or by Addenda hereto no later than ________________________________.

2. To pay LSU for all and any damage (normal wear and tear excepted) to LSU FACILITIES and premises caused or contributed to by LICENSEE, its officers, employees, agents, contractors, members, guests or invitees.

3. Should LICENSEE not conduct this program at LSU, LICENSEE shall be liable for and pay LSU for such actual costs as have been incurred by LSU therefor at the time LSU is notified in writing by certified mail that the program shall not be conducted.

4. Notwithstanding Paragraph B. 1. above, that all trash, debris and other waste materials remaining on LSU property as a result of this EVENT not removed from LSU property at the conclusion of activities at LSU by LICENSEE may be removed by LSU at the expense of LICENSEE which shall be reimbursed by LICENSEE within Ten (10) days of invoicing for any costs LSU incurs therefor.

5. To maintain at all times during any Agreement hereunder, insurance with Louisiana authorized insurers as follows:

a. Workmen’s Compensation - Statutory Limits.

b. Comprehensive General Liability, including Personal Injury Liability coverage - $1,000,000.

c. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, its officers, officials, employees, agents and volunteers are to be named as additional insureds.
d. To provide certificate(s) of insurance as attachment(s) to this Agreement to the LSU Office Vice Chancellor for Finance and Administrative Services prior to the beginning date of the use of LSU FACILITIES and services hereunder which are not subject to cancellation without Thirty (30) days prior written notice to LSU.

6. That, if applicable, installation of banners, signs and other erection of structures or digging involving LSU FACILITIES and premises require the review and prior written approval of the LSU Office of Facility Services.

7. That, if applicable, all water, gas, electrical, sewerage and other connections to LSU FACILITIES be performed by or with the review and prior written approval of the LSU Office of Facility Services.

8. That, if applicable, all connections to LSU telephone services be performed by or with the review and prior written approval of the LSU Office of Telecommunications and that no long distance telephone calls will be charged to any University account in the conduct of the EVENT.

9. That, if applicable, LICENSEE shall not itself conduct nor permit sales of any materials within LSU FACILITIES and premises by any third party.

10. That all security services shall be under the supervision of the LSU Police Department.

11. That, if applicable, all traffic and parking control on LSU streets shall be under the supervision of the LSU Office of Parking, Traffic and Transportation and LICENSEE employees, participants and visitors shall comply with LSU Traffic and Parking Regulations including the payment of any applicable fees for the registration or parking of vehicles.

12. That LICENSEE shall neither state nor imply, either directly or indirectly, that LICENSEE, or its activities, other than pursuant to exercise of this Agreement, are supported, endorsed or sponsored by LSU and, upon the direction of LSU shall issue express written disclaimers to that effect.

13. That LICENSEE shall make no use of the name Louisiana State University, LSU, and other words and images subject to the University Collegiate Licensing Program in advertising or otherwise without the prior written approval of the Office of the Vice Chancellor for Finance and Administrative Services.

14. That, if applicable, the content and date of installation of advertising materials consisting of banners and signs to be displayed on the campus must be approved by the Office of the Vice Chancellor for Finance and Administrative Services.

15. That, notwithstanding that LICENSEE is an independent contractor, having only authorization to use certain FACILITIES and to contract for receipt and use of certain goods and
services under this Agreement, LICENSEE, will undertake to observe and conform to the general rules applicable to use of LSU's FACILITIES. This provision is designed to assure that nothing be done which is inconsistent with the maintenance of an educational institution environment and the character of a state institution which makes it FACILITIES open to persons without discrimination.

16. That notwithstanding LSU's approval of the activities contemplated by this Agreement, LICENSEE recognizes and acknowledges that it is responsible for obtaining any licenses and permits that may be required by local authorities and for compliance with any other business, safety, health or other statutory or regulatory requirement applicable to EVENT activities under this Agreement.

17. To maintain and to produce upon written request records and documents of income and expenditures associated with the conduct of the EVENT sufficient to permit verification by University auditors or other designated University personnel that the terms and conditions of this Agreement have been met.

18. That copies of all correspondence between LICENSEE and other offices of LSU relating to this Agreement will be provided promptly by LICENSEE to the Office of the Vice Chancellor for Finance and Administrative Services so that it may be fully informed of arrangements contemplated by this Agreement.

C. LSU and LICENSEE both agree:

1. That EVENT activities involving the use of LSU FACILITIES and services shall begin at [ ] AM [ ] PM on the ___ day of _________, _____ and end at ___ [ ] AM [ ] PM on the day of _________, _____.

2. That the term of this agreement shall become effective only upon signing by LSU in accordance with C.12 hereof and shall terminate upon the completion of EVENT activities involving the use of LSU FACILITIES and services; however, paragraphs A.1., A.2., B.1., B.2., B.3., B.4., B.5., N.14, B.15., B.18., B.19., B.20., C.2., C.3., C.4., C.5., C.6., C.7., C.8., C.10., C.12., C.13. and any other unenumerated provisions governing payment and indemnification shall not be extinguished by termination.

3. Only the following LICENSEE representatives may authorize the performance of work by LSU for which charges will be made:

Such authorization may be written or oral. Any one of the above named may designate in writing to the Office of the Vice Chancellor for Finance and Administrative Services the names of additional LICENSEE representatives so authorized.
4. That nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint venturers or agents and no party shall have the power to bind the other in any manner whatsoever.

5. That, if applicable, brochures and other materials describing the program may show the location of the program as being at LSU; however, neither party may publish or otherwise use the name or logo of the other party without the express written approval of the other.

6. Notwithstanding any provision herein to the contrary, each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents, and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this Agreement provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

7. Neither party shall be liable for failure of performance by reason of act of God, labor disputes, electronic or mechanical failure, power outage, fire, flood, earthquakes, or other natural disaster, legal or government order, statutes, rule, regulation or standard, or any other cause beyond reasonable control of the parties.

8. Without prejudice to any other rights, LSU shall have the right to terminate this Agreement upon written notice by certified mail to LICENSEE under the following conditions:

   a. If proceedings in bankruptcy, receivership, or insolvency whether voluntary or involuntary are initiated by or against LICENSEE.

   b. If LICENSEE ceases to do business, becomes insolvent, makes an assignment for the benefit of creditors, or is legally dissolved.

   c. If LICENSEE, in LSU's sole opinion, shall fail to perform any other material term, or condition of this Agreement and such failure is not cured by LICENSEE within Twenty (20) days after having received written notice from LSU to do so.

9. Should LSU and LICENSEE terminate this Agreement by mutual written agreement, the conditions of termination shall be as mutually agreed.

10. Every provision of this Agreement is severable if held to be illegal or invalid for any reason whatsoever. Such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.

11. Notices or communication required to be sent or which may be sent by either party to the other will be sent as follows, unless a specific section requires or states otherwise:
If to LSU:
   Vice Chancellor for Finance and Administrative Services
   Louisiana State University and Agricultural & Mechanical College
   Baton Rouge, LA   70803

If to LICENSEE:

12. That this Agreement (which term, as used herein, includes any and all Attachments and Addenda hereto) and any rights herein granted are personal to LICENSEE and shall not be assigned, sublicensed or encumbered without LSU's written consent. This Agreement constitutes the entire Agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior Agreement or understanding relating to the subject matter hereof between LICENSEE and LSU. There are no representations, promises, licenses, warranties, covenants or undertakings other than those contained herein. None of the provisions of this Agreement may be waived or modified except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. The proper venue for any lawsuit arising from this Agreement is the 19th Judicial District Court of East Baton Rouge Parish. This Agreement shall be construed in accordance with the laws of the State of Louisiana and shall not be binding upon LSU until signed on its behalf by its President or an officer of LSU designated by the President to sign the same.

13. That Addenda shall be attached to this Agreement as provided for herein. The Addenda shall be designated as amendments to this Agreement, executed by the parties hereto and read as part of this Agreement. All provisions of this Agreement apply equally to any Addenda.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Recommended: ________________________________
LSU Cox Communications Academic Center Representative

WITNESSES: Board of Supervisors
Louisiana State University and
Agricultural & Mechanical College:

________________________  ____________________________________
Eric N. Monday
Interim Vice Chancellor Designee
Finance and Administrative Services
Louisiana State University and
Agricultural and Mechanical College

Date: ______________________________

WITNESSES: LICENSEE:

________________________
Signature

________________________
Authorized Representative

Date: ______________________________