



University of Dayton ("Licensor") hereby grants to \_\_\_\_\_ ("Licensee") a short-term license to use certain space within the real property owned by Licensor in Dayton, Ohio (the "Property"), and certain personal property and services (the "License"), upon the further terms and conditions herein provided.

1. **INTERPRETATION.** This License shall always be construed as a license and not a lease. This License confers no possessory rights on Licensee other than to use the Property for the stated purpose and during the time agreed upon. No law respecting the rights of landlord and tenant shall apply to interpretation or legal effect of the Licensee. It is expressly not in the intention of the parties to create, and nothing contained in this License shall be construed to create, an agency relationship, joint venture, or partnership between the parties. Licensee hereby agrees that it shall not, either by its actions or omissions, hold itself out to be an employee, agent, joint venture, or partner of Licensor.
2. **DESCRIPTION OF LICENSE.** The license shall consist of certain rights to use specific portions of the Property in the following campus location(s): \_\_\_\_\_. This includes the use of certain common areas and services as specified in the event reservation request associated with this License (the "Reservation Request").
3. **PURPOSE OF USE.** Licensee shall use the licensed area solely for the purpose specified in the Reservation Request, consistent with Licensor's authorized use of Property.
4. **DURATION OF USE.** This License is for the following date(s) and time(s): \_\_\_\_\_. Notwithstanding anything to the contrary, this License may be cancelled by either party upon ten (10) days' prior written notice to the other party. In the event of cancellation by Licensee with less than ten (10) days' prior notice, Licensor shall retain any applicable room deposit.
5. **PAYMENT.** In consideration of the grant of this License, Licensee shall pay Licensor a fee, if any, as specified in the Reservation Request. Any fees for additional services shall be due and payable upon invoicing.
6. **PARKING.** This License does not grant parking rights. Any parking needs should be coordinated with Parking Services; information is available at [https://udayton.edu/publicsafety/parking/visitor\\_and\\_event\\_parking.php](https://udayton.edu/publicsafety/parking/visitor_and_event_parking.php).
7. **ALCOHOL.** Provision for use of alcohol by Licensee, its guests, subcontractors or other invitees is permitted only when provided by University of Dayton Dining Services and the advance written consent of the University of Dayton is obtained.
8. **USE STANDARDS.** Licensee's use of the Property shall comply with the requirements of facilities use (including limitations on such use) as set forth in the University's [Policy on Use of Facilities and Address](#).
9. **ADDITIONAL SAFETY REQUIREMENTS IF MINORS ARE PRESENT.** For the avoidance of doubt, the parties agree that Licensee's use of the Property is not considered a program of the University, and therefore Licensee remains responsible at all times for the safety and behavior of any minors that participate in Licensee's activities and Licensee's other invitees onto the Property. Notwithstanding the foregoing, Licensee shall follow the behavioral requirements set forth in the University's [Children on Campus and Working with Minors Policy](#), and communicate to all adults participating in the programming their need to follow those requirements.

10. **CANCELLATION DUE TO WEATHER.** In the event that the University of Dayton is closed due to weather or other circumstances on the date(s) of a scheduled event, Licensors may elect to cancel the event upon less than ten (10) days' notice. Should such a cancellation occur, Licensors' sole obligation to Licensee will be to reschedule the event to an alternate date mutually agreed by the parties.

11. **INSURANCE.** Licensee shall maintain at its expense Commercial General Liability or Special Event General Liability Insurance\*\* (see below), with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury including death and property damage, and not less than Two Million Dollars (\$2,000,000) aggregate. Such insurance shall name the University of Dayton (including its members, trustees, employees, agents, volunteers) as an Additional Insured.

Certificates of Insurance showing compliance with the foregoing shall be furnished by Licensee prior to or when this License is signed, and shall be kept with this signed License and with the registration ticket for the event. No use or occupancy shall be commenced until such certificate(s) have been provided to the University.

\*\* Third Party Special Event General Liability Insurance coverage can be obtained using the following link: <https://udayton.edu/studev/resources/files/studentlife/tulip.pdf>

12. **INDEMNIFICATION.** Licensee shall indemnify and hold Licensors, including its members, trustees, officers, employees, students, volunteers and agents, harmless from and against any and all claims or liability for (i) injury to person, including death, or damage to property, or (ii) claims based on an inference of any relationship which would cause Licensors to be liable for the actions or omissions of Licensee, such as an employer/employee or agency relationship, caused by or arising in any manner from Licensee's use of the Property whether or not arising thereon. Maintenance of the insurance set forth in Section 8 above and the insurance limits set forth therein shall not relieve Licensee of liability, nor limit that liability, under this Section 9.

13. **COMPLIANCE.** Licensee shall at all times abide by and conform to all laws applicable to the Property and all rules, regulations, applicable policies, safety protocols, and directives of Licensors, whether posted or not and whenever promulgated (including but not limited to the attached Building Rules).

14. **ASSIGNMENT.** This License shall not be assigned.

15. **ENTIRE AGREEMENT.** This License states the entire agreement of the parties concerning the license granted, and the rights of the parties and any prior agreement regarding the same subject shall not be binding upon either party except to the extent incorporated into this License.

**IN WITNESS WHEREOF,** Licensee has executed this License as indicated below:

LICENSEE:

\_\_\_\_\_  
*Name of business / licensee*

By: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Attachments:

- Certificate of Insurance