

FACILITY-USE LICENSE AGREEMENT

This Facility-Use License Agreement is made and entered into this _____ day of _____, 20____, by and between the Board of Trustees of Southern Illinois University Governing Southern Illinois University Edwardsville (hereinafter referred to as "SIUE") and _____ (hereinafter referred to as "Licensee").

W I T N E S S E T H

WHEREAS, Licensee desires to temporarily occupy and use certain of SIUE's property and premises (hereinafter referred to as "Facility"), as described below, for purposes consistent with the goals and mission of SIUE and under the terms and conditions specified below; and

WHEREAS, SIUE is willing to permit Licensee to occupy temporarily and use Facility consistent with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth below, the sufficiency of which is hereby acknowledged by SIUE and Licensee, the parties hereby agree as follows:

1. **Facility.** The Facility covered by this Facility-Use License Agreement is _____, located at _____ on the campuses of Southern Illinois University Edwardsville. For purposes of this Facility-Use License Agreement, Facility shall also include such other auxiliary or associated rooms or areas as the parties may agree, all of which shall be considered a part of the Facility. **No other rooms, open areas, buildings, land, property or athletic field(s) (outside of those areas specified above) on the SIUE campus are covered by this Facility Agreement and are specifically excluded from use by Licensee and Licensee's guests.**
2. **Time of Use.** Licensee shall be permitted to occupy and use the Facility between the hours of _____ a.m./p.m. and _____ a.m./p.m. on _____, 200____.
3. **Consideration.** In consideration of the License granted herein, Licensee agrees to pay to the SIUE the sum of _____ DOLLARS (\$____.____) at or before the beginning of the term of the License.
4. **Use.** Licensee is permitted to use the Facility for the following approved purpose only and no other:

Licensee and SIUE expressly acknowledge and agree that this Facility-Use License Agreement conveys a license for the specific purpose described herein only, but does not constitute a lease,

sublease, or transfer of any real estate interest. All rights not expressly conferred upon Licensee herein are reserved to SIUE.

5. **Laws and ordinances.** Licensee agrees to observe and abide by all applicable local, state, and federal laws and ordinances during the time of its use of Facility, including but not limited to alcoholic beverage regulations, noise ordinances and fire codes.

6. **No Warranties.** LICENSEE ACKNOWLEDGES AND AGREES THAT SIUE MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE FITNESS OF FACILITY FOR THE USE CONTEMPLATED BY LICENSEE. LICENSEE REPRESENTS THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT FACILITY AND DETERMINE ITS FITNESS AND ADEQUACY PRIOR TO ENTERING INTO THIS FACILITY-USE LICENSE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL SIUE BE LIABLE TO LICENSEE OR THEIR GUESTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM OR ANY CAUSES OF ACTION OF WHATEVER KIND, ARISING FROM OR BY REASON OF ANY PERSONAL INJURY, PROPERTY DAMAGE, OR THE CONSEQUENCES THEREOF, RESULTING FROM OR IN ANY WAY CONNECTED WITH LICENSEE'S USE OF THE FACILITY WHETHER CAUSED BY THE ORDINARY, ACTIVE OR PASSIVE NEGLIGENCE OF SIUE OR OTHERWISE, TO THE FULLEST EXTENT PROVIDED BY LAW EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SIUE'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED AMOUNTS RECEIVED BY SIUE UNDER THIS AGREEMENT.

7. **Business Transactions and Sales.** Licensee may not transact any business (including but not limited to the sale of goods or services, or the signing of contracts or letters of intent) at the Facility without the express written consent of SIUE.

8. **Taxes.** Licensee shall be responsible for all taxes, if any, including but not limited to sales and use taxes, associated with its use of the Facility pursuant to this Facility-Use License Agreement.

9. **Damage to Facility, Cleaning.** Licensee agrees to compensate SIUE for the full value of any damage to the Facility (including, but not limited to, all equipment and fixtures contained therein) that occurs during the term of the License, except for normal wear and tear and any damage directly attributable solely to the actions of the SIUE or its agents. SIUE shall not be responsible for any of Licensee's property remaining at the Facility after the expiration of the License period, and Licensee hereby agrees to pay SIUE for the reasonable cost of disposal of such property.

10. **Indemnification.** Licensee agrees to defend, indemnify and hold harmless SIUE, its trustees, officers, directors, employees and agents from and against any and all obligations or liabilities, losses, damages, injuries, objections, demands, recoveries, deficiencies, costs and expenses whatsoever (including reasonable attorneys' fees and court costs), joint or several,

including but not limited to any and all third party claims, arising out of or which may arise out of the acts or omissions of Licensee, its officers, employees, agents, contractors and sub-contractors, with respect to Licensee's use of the Facility under this Agreement. Further, Licensee shall promptly provide written notice to Licensor describing in detail the particulars of any claim, lawsuit, or action received by Licensee that arises out of Licensee's performance of obligations under this License. Licensee shall provide such written notice within three (3) days of Licensee's receipt of any claim, lawsuit, or action.

11. Insurance. Licensee, shall obtain, maintain, and keep in effect, at its sole cost and expense, comprehensive general liability insurance in minimum amounts of at least One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate, Commercial Automobile Liability in minimum amounts of at least \$1,000,000 bodily injury and \$500,000 property damage, and workers compensation insurance in Illinois statutory limits. The insurance companies providing coverage must have a B+:VI or better rating in the current edition of Best's Key Rating Guide. The Board of Trustees of Southern Illinois University shall be named as additional insured on commercial general liability policies. Licensee shall furnish to SIUE original Certificate(s) of Insurance evidencing the required coverage to be in force on the dates of the occupancy and use of the Facility. The receipt of any certificate does not constitute an agreement by SIUE that insurance requirements have been met. The following wording shall appear on any Certificate of Insurance provided: "The Board of Trustees of Southern Illinois University is an additional insured for any liability arising from the activities of the Licensee and/or subcontractors performing work on behalf of the Licensee."

12. Nondiscrimination. The parties agree that all licensed events at the Facility are open to the public without regard to age, color, ethnicity, disability, marital status, national origin, race, religion, sex, sexual orientation, or veteran status.

13. Nonassignability. The License granted herein is intended to be used by the Licensee. Licensee shall not transfer or convey this License to any other party, person, or entity, and if Licensee attempts such a transfer or conveyance, the License shall be deemed immediately revoked.

14. Miscellaneous

A. Independent Contractors. Licensee and SIUE acknowledge that they are independent contractors, and nothing set forth in this Agreement shall be deemed or construed to render the parties as joint-venturers, partners or employer and employee. Each party shall be and remain an independent contractor with respect to all rights obtained and services performed under this Agreement.

B. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that the Illinois Court of Claims, 705 ILCS 505/ et seq., shall have exclusive jurisdiction of any **and all claims brought against the University.**

C. Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining

provisions shall not be affected thereby.

D. Certifications. Licensee has executed the Contract Certifications required by the State of Illinois, attached as Exhibit A, and shall abide by said Certifications.

E. Headings. The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.

F. Additional Terms. Additional Terms attached to this License Agreement are a part of this Agreement and are incorporated herein by reference.

G. Entire Agreement. This Agreement contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of Licensee and SIUE with respect to the subject matter of this Agreement. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto. This Agreement constitutes the entire understanding among the parties hereto and supersedes any prior agreements, written or oral, with respect thereto.

IN WITNESS WHEREOF, the Licensee and the SIUE have caused this Facility-Use License Agreement to be signed as of the day and date first above mentioned.

For SIUE:

For Licensee:

Kenneth Neher
Vice Chancellor for Administration

(Entity Name)

(Name and Title)

EXHIBIT A
CONTRACT CERTIFICATION

EDUCATIONAL LOANS -- The Licensee certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385).

BRIBERY -- The Licensee certifies that it has not been convicted of bribery, attempting to bribe or made an admission of guilt of bribery of a State officer or employee in accordance with the Illinois Procurement Code (30 ILCS 500/50-5).

BID-RIGGING/BID-ROTATING LAW -- The Licensee certifies that it has not been barred from contracting with a unit of State or local government as a result of bid-rigging or bid rotating as those terms are defined in the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).

DRUG FREE WORKPLACE -- The Licensee certifies that it will comply with the Drug Free Workplace Act (30 ILCS 580) and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

NON-DISCRIMINATION IN EMPLOYMENT -- The Licensee agrees to comply with the Public Employment Works Act (775 ILCS 10), which disallows discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, handicap, military status, or unfavorable discharge from military service in employment or contracting.

LACK OF APPROPRIATION -- The Licensee agrees that the contractual obligations of SIUE shall cease immediately without penalty or further payment if, in any fiscal year, the Illinois General Assembly or federal funding sources fails to appropriate or otherwise make available funds for this contract.

USE OF SUBCONTRACTORS -- The Licensee will not utilize the services of a subcontractor in fulfilling its obligations under this contract without obtaining SIUE's prior written approval.

INTERNATIONAL ANTI-BOYCOTT -- The Licensee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under the Act.

DEBT CERTIFICATION -- The Licensee certifies that it is not delinquent in the payment of any debt to the State of Illinois in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

CORPORATE INTEGRITY -- The Licensee certifies that it, its officers, directors, partners or other managerial agents have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5) within the last five years. These laws prohibit falsifying corporate financial records, selling unregistered securities, and fraudulent purchases or sales of securities.

ENVIRONMENTAL VIOLATIONS -- The Licensee certifies that it has not been found liable for any violation of the Illinois Environmental Protection Act ("Act") (415 ILCS 5) by a court or the Pollution Control Board within the last five years. Violations of the Act may include dumping hazardous wastes, air pollution, water pollution, land pollution, and permit non-compliance.

GOVERNING LAW -- Notwithstanding anything in the Contract or purchase order to the contrary, this Contract shall be governed by the laws of the State of Illinois without reference to conflict of laws principles. The parties acknowledge that SIUE is a State entity and as such any claims brought against it must be brought in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS 505).

FALSE CERTIFICATIONS -- The Licensee acknowledges that SIUE may declare this Contract void if any of the certifications made herein by the LICENSEE are false.

CONFLICTING DOCUMENTS -- In the event of a conflict between these contract certifications and Contract or purchase order, whichever may be the case, these contract certifications shall control.

LEAD POISONING CERTIFICATION -- Pursuant to P.A. 94-879, if vendor [licensee, bidder, proposer] is the owner of residential rental property in Illinois, vendor [licensee, bidder, proposer] certifies that it has not committed a willful or knowing violation of the Illinois Lead Poisoning Prevention Act that has not been mitigated.