 LICENSE AGREEMENT

THIS AGREEMENT (this "License Agreement") is entered in on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ \_\_, by and between TACOMA COMMUNITY COLLEGE, a Washington State non-profit college, Community College District #22 ("Licensee"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensor.”)

WITNESSETH:

WHEREAS, Licensor is the owner of the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

WHEREAS, Licensee desires to acquire a license to occupy and use an area located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the plan attached as Exhibit “A” and made a part hereof (the "Premises") for the limited purpose of conducting educational programs and classes;

WHEREAS, Licensor desires to license the Premises to Licensee in accordance with, and subject to, the provisions of this License Agreement;

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, Licensor and Licensee hereby covenant and agree as follows:

1. TERM. The term of this License Agreement shall be from\_\_\_\_\_to\_\_\_\_\_\_.

[*May also want to describe time when property will be available (i.e., T-Th. @ 1-4 pm.)]*

2. LICENSE OF PREMISES. Licensor hereby grants to Licensee (i) a license for the limited purposes of conducting educational programs and classes at the Premises and (ii) a nonexclusive right to use any common areas in accordance with the rules and regulations established by the Licensor, at no fee, subject to, and in accordance with, the provisions of this License Agreement, for a period of this contract.

3. TERMINATION. Licensor and Licensee shall each have the right to terminate this License for any reason at any time during the term of this Agreement upon not less than thirty (30) days written notice to the other as provided herein, provided, however, that Licensor's termination of this License Agreement shall not be effective until the first Monday following the end of the school term during which such notice was given unless Licensee otherwise agrees.

4. FEE. Licensee shall pay \_\_\_\_\_\_\_\_\_ for the use of Licensor’s property. Payment is due \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5. UTILITIES. Licensor shall pay all utility charges furnished to the Premises including, but not limited to, heat, air conditioning, water, gas, electricity, and sewer. Licensee shall pay all expenses related to telephone service and use in the Premises, including, but not limited to, deposits and connection fees.

6. LICENSEE'S PERSONAL PROPERTY. All personal property of every kind and nature whatsoever which Licensee may at any time bring into the Premises shall be in the Premises at Licensee's sole risk, and Licensor shall not be liable for any loss or damage to said property caused in any manner whatsoever.

7. INSURANCE. Licensee agrees to maintain and keep in force, during the term hereof, all Worker's Compensation and Employer's Liability insurance required under applicable Worker's Compensation Acts.

8. INDEMNIFICATION. Each party agrees to be responsible for any and all claims, damages, or other liability, including costs of defense and attorneys fees, arising out of the acts or omissions of its officers, employees, and/or agents in the performance of its obligations under this contract.

9. NOTICES. All notices in connection with this License Agreement shall be in writing and given by overnight courier service, personal delivery or certified mail, return receipt requested, and shall be effective upon delivery, and shall be given to the following parties as follows:

Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensee: Tacoma Community College

6501 S. 19th St. Street

Tacoma, Washington 98466-6100

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. AUTHORITY. Licensor or Licensee each warrant and represent that each has the power and authority to enter into this License Agreement. Each signatory of this License Agreement on behalf of License represents that he or she has proper authority to execute this document.

11. MISCELLANEOUS.

(a) Licensee accepts the Premises subject to all covenants, agreements, easements and other matters affecting title to the Premises.

(b) Licensee shall at all times use, and conduct all activities on, the Premises as an independent contractor engaged in transacting its own business and not as agent of Licensor.

(c) Licensee shall not sell, assign, pledge, or in any manner transfer this License or any interest therein. Any purported sale, assignment, pledge, or transfer of Licensee's interest hereunder shall be null and void.

(d) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principle and agent or of partnership or of joint venture or of landlord and tenant between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee for the term of this License Agreement only and nothing herein shall be deemed to grant to Licensee any additional rights with respect to the Premises.

(e) This License Agreement contains the entire agreement among the parties hereto. Neither oral statements or representations nor written matters not contained in this License Agreement shall have any force or effect. This License Agreement shall not be amended or modified except in a writing signed by the respective parties hereto.

(f) This License Agreement shall be governed by, and construed under, the laws of the State of Washington.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the date first set forth above.

Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Licensee: TACOMA COMMUNITY COLLEGE

Community College District #22

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

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

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_