

**LICENSE AGREEMENT**

This License Agreement (the "Agreement") is entered into as of September 15, 2018 (the "Effective Date") by the University of Pittsburgh – Of the Commonwealth System of Higher Education, a Pennsylvania non-profit corporation, (the "University") and \_\_\_\_\_, a \_\_\_\_\_, \_\_\_\_\_, ("Licensee").

**WITNESSETH:**

**WHEREAS**, Licensor is the owner of a property known as Posvar Hall and surrounding, located at 230 S. Bouquet Street, Pittsburgh, PA 15213 (the "Property");

**WHEREAS**, Licensee wishes to participate as a vendor at the EuroFest (the "Permitted Activity") and

**WHEREAS**, the University is willing to grant a temporary license to Licensee to conduct the Permitted Activity, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Licensed Premises. Subject to the terms hereof, the University hereby grants Licensee a license to utilize certain areas of the Property (the "Licensed Premises"). Licensee understands and agrees that the University makes no representations or warranties with regard to the condition of the Licensed Premises or the Property, and Licensee agrees to accept the same in "as is" condition.

2. Term. Unless otherwise agreed to in writing by the University, the term of this Agreement shall commence upon full execution of the Agreement by both parties, and expire at 12:01 a.m. on September 16, 2018. Notwithstanding anything contained herein to the contrary, the University may terminate this Agreement if Licensee defaults in any of its material obligations hereunder, upon twenty-four (24) hours prior written notice to Licensee. Immediately upon expiration or termination hereof, Licensee shall cause the removal of all personal property brought onto the Licensed Premises by, or on behalf of, Licensee and surrender the Licensed Premises to the University in the same good condition as existed on the date of this Agreement, reasonable wear and tear excepted. Any holding over by Licensee after expiration or termination of this license shall not constitute a renewal or extension of the license or give Licensee any rights in or to the Licensed Premises, except as may be agreed to by the parties, in writing.

3. Permitted Use. The Licensee may occupy the Licensed Premises for the sole purpose of the Permitted Activity.

4. License Fee. Licensee shall pay to the University a license fee of One Dollar (\$1.00) upon the execution and delivery of this Agreement.

5. Compliance. Licensee and its employees, agents, invitees and contractors shall comply with and conform to all federal, state and local statutes, laws, ordinances, regulations, rulings and other requirements of any and all federal, state and local governments and constituted boards, agencies, entities and authorities, and of fire underwriters that in any way relate to Licensee's use or occupation of the Licensed Premises. Licensee shall comply with all reasonable policies, procedures, rules and regulations of the University relating to the use of the Licensed Premises and/or Property ("Rules and Regulations"). The University has the right to make such Rules and Regulations as in its judgment may be necessary or advisable for the safety, care, cleanliness condition or good order of the Property. All Rules and Regulations when made shall form a part of this Agreement. Licensee shall use the Licensed Premises for the sole purpose described in this Agreement and for no other purpose. Licensee shall not use the Licensed Premises, or permit it to be used, in a manner that results in waste or that constitutes a nuisance or for any illegal purpose.

6. No Alterations. Except as expressly described herein, Licensee shall not make, nor permit, any alterations, additions, or improvements to the Licensed Premises without the prior written consent of the University.

7. Licensee Obligations. Licensee agrees to take all necessary measures to prevent its employees, contractors, agents or invitees from causing injury and loss to persons or property located at the Licensed Premises and the Property. Licensee agrees that in the event of an accident of any kind at the Licensed Premises of which Licensee is aware, Licensee will immediately notify the University's representative, specified in paragraph 10 below and the University's Office of Risk Management and, thereafter, furnish a full written report of such accident.

8. Indemnification. Licensee shall indemnify, defend and hold harmless the University, its trustees, officers, employees and agents, from and against any and all claims, liabilities, damages, injuries, expenses or losses including, but not limited to, attorneys' fees or costs by reason of any suit, claim, demand, judgment or cause of action initiated by any person resulting from any act or omission of Licensee, its directors, officers, members, employees, agents, contractors, or invitees arising out of or in connection with (i) any breach or failure of observance or performance of any representation, warranty or covenant or other provision of this Agreement, (ii) the use of the Licensed Premises and the Property, or (iii) any violation of law, it being the intent of this provision to absolve and protect the University from any and all loss. Licensee specifically agrees to assume the risk of the above-stated losses, and this provision is specifically desired by the parties and has been bargained for. The University shall retain the right to be represented by counsel of its own choosing at Licensee's reasonable expense as set forth above. This provision shall survive the termination or expiration of this Agreement.

9. Notices. All notices to be given under this Agreement shall be given by certified mail, return receipt requested, or by hand delivery or by reputable overnight carrier, addressed to the proper party, at the following addresses:

University:

University of Pittsburgh

University Center for International Studies – European  
Studies Center

With copies to:

Office of the General Counsel  
University of Pittsburgh  
1710 Cathedral of Learning  
Pittsburgh, PA 15260

Licensee: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

10. Additional Terms. This Agreement sets forth all the promises, agreements, conditions and understandings between University and Licensee relative to the Licensed Premises, and there are no provisos, agreements, conditions or understandings, either oral or written between them except as are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the University or Licensee unless such is in writing and signed by a duly authorized representative of University and Licensee. Licensee shall not assign, sublicense, rent or otherwise transfer the Licensed Premises or any part thereof, nor transfer possession or occupancy thereof to any person, corporation, partnership, association or entity, nor advertise the same in any newspaper or other place, nor transfer or encumber this License Agreement without the prior written consent of the University. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of employer and employee, principal and agent, of partnership, of joint venture, or of any association between the University and Licensee except as specifically provided hereunder. This Agreement is made under and shall be governed by and be subject to the laws of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the parties hereto have caused this License Agreement to be duly executed as of the day and year first above written.

**The University of Pittsburgh**

**Licensee**

**Signature:**

**Signature:**

**Name/Title:**

**Name/Title:**

**Date:**

**Date:**