



Boston College

License for Use of University Facilities for Program Involving Minors

Trustees of Boston College, a Massachusetts educational and charitable corporation ("BC"), hereby licenses to the organization identified below ("Licensee") the Facilities ("Facilities") identified below on the terms and conditions herein. BC shall have no obligations of any kind hereunder unless expressly set forth herein or on Exhibit A attached hereto.

Licensee:

Licensee's address:

BC Facilities to be used:

Description of Program ("Program") to be conducted in Facilities:

List Licensee's employees with primary responsibility for Program:

List Names of all employees and volunteers who will supervise and have contact with minors participating in Program:

Hours and Day(s) of BC Facilities Use:

Number of minor participants expected:

Nonrefundable License Fee (if any):

BC's Representative:

BC's Representative's Telephone: Day: _____ Eve: _____ Cell: _____

Licensee's Representative:

Licensee's Representative's Telephone: Day: _____ Eve: _____ Cell: _____

1) **Non-Profit.** Licensee certifies to BC that Licensee is a bona fide non-profit, tax-exempt organization. Upon BC's request, the organization will provide documentation of its tax-exempt status. Licensee further certifies that it (rather than any other organization including organizations with which it is affiliated) will be the actual and primary user of the Facilities. Licensee further certifies that Licensee will use the Facilities only for the Program described above.

2) **Limited Time.** The Facilities will be available to Licensee only during the Hours and on the Day(s) ("Time(s) of Use") specified above, and Licensee agrees that the Facilities shall not be occupied or used by Licensee before or after each of the Time(s) of Use.

3) **Payment.** If Licensee is to pay a License Fee for the use of the Facilities, on or before the date stipulated in the written confirmation sent by BC, Licensee shall pay one-half of the License Fee ("First Fee Payment") to confirm licensing of the Facilities Licensee shall pay the remainder of the License Fee 30 days prior to the first Time of Use. No part of the License Fee (including the First Fee Payment) shall be refunded for any reason, except as provided in Section 10.

4) **Parking, Unloading.** This License does not include any rights to use BC's parking Facilities or loading docks. Any arrangement for parking or deliveries must be arranged for separately.

5) **BC Consent.** Wherever in this document BC's written consent is required, BC retains the right to withhold that consent in its sole discretion.

6) **Clean-up.** Upon the expiration of each of the Time(s) of Use, Licensee agrees to deliver the Facilities to BC neat, clean, and free of personal property, trash, and debris. Licensee agrees to bear all costs of cleaning, repairing, and restoring the Facilities to its previous condition, reasonable wear and use excepted.

7) **Licensee's Liability.** Licensee is and hereby agrees to be fully responsible and liable for any and all injuries (and death) suffered by persons, and for any and all damage to BC's property and any theft or loss of BC's furnishings and equipment, resulting from or occurring during Licensee's use of the Facilities, and not caused by BC or so-called "acts of God." Licensee shall indemnify and hold harmless BC and its officers, agents, employees, and members of its governing boards from and against any and all liability, action, claim, demand, loss, expense, or damage (including reasonable attorneys' fees) caused by or arising out of any act, omission, publication, or representation of Licensee, its officers, directors, agents, employees or volunteers in connection with the Program. In addition, Licensee shall indemnify, hold harmless and defend BC from and against any claim arising in whole or in part from any fact or circumstances causing Licensee's certification contained in Section 20 below to be false.

8) **BC Not Liable.** BC shall have no liability for any loss, cost, expense, or damage to Licensee, its members, officers, directors, agents, employees, Program participants or anyone else by reason of fire, theft, vandalism, or otherwise. Licensee agrees not to sue BC or any of BC's affiliated corporations, or any of their respective officers, agents, employees, members of its governing boards, successors, or assigns for any such loss,

cost, expense, or damage.

9) **Use of BC Name.** Licensee shall not imply in any way that BC is sponsoring the Program; and no reference to BC, or any affiliate of BC may be used in promotional or other literature used or distributed by Licensee, other than references to the location of the event, without the explicit written permission of BC's Representative. Licensee shall not involve or refer to any BC staff or BC telephone numbers in any publicity, enrollment information, or on any printed Program brochure, without the permission of BC's Representative. Specimen copies of all promotional material relating to Licensee's Program shall be provided to BC's Representative prior to distribution. Licensee is solely responsible for all publicity and other promotional materials. No advertisements or other materials may be posted in or on BC bulletin boards, or other BC property, without the prior written permission of BC's Representative.

10) **BC's Right to Revoke.** This License may be revoked by BC at any time in its sole discretion by written notice personally delivered or mailed to Licensee at Licensee's address. Upon such revocation, BC shall thereafter refund to Licensee ninety percent of the portion of the License Fee representing unused time. In no event shall BC be liable to Licensee (i) for incidental or consequential damages caused by or related to such revocation or (ii) in the event that BC is unable to make the Facilities available to Licensee during all or any part of any of the Time(s) of Use.

11) **Not a Lease.** This is not a lease, and no interest in real estate is conveyed hereby.

12) **Assignment or Sublicensing.** Licensee shall neither assign nor sublicense the Facilities and shall not permit anyone else to use or occupy the Facilities.

13) **Rules and Policies.** Licensee and Licensee's use of the Facilities shall be subject to any policies, rules, and regulations that BC may promulgate from time to time, including those stated in any publication promulgated by BC. Unless specified above, Licensee's use of the Facilities is non-exclusive as to BC, which retains the right freely to enter the Facilities at any time for any purpose.

14) **Binding Effect.** The terms and conditions of this License shall be binding on Licensee, on Licensee's officers, directors, members, agents, employees, invitees, and on those claiming by, through, or under Licensee, and Licensee agrees not to permit any such persons to violate any term or provision of this License. Licensee agrees to comply, at its cost and expense, with all federal, state, and other governmental laws and regulations in connection with this License and the Licensee's use of the Facilities.

15) **Insurance.** Licensee shall maintain in full force a fully paid policy of public liability and property damage insurance covering the Facilities and the Time of Use, naming BC and Licensee as insureds, with minimum limits of liability of \$1,000,000 for injury or death and \$1,000,000 for property damage, with companies licensed to do business in Massachusetts and rated A-VIII or better by A.M. Best and Company. A duplicate original or certificate for each such policy shall be delivered to BC's Representative at least one week prior to the first Time of Use. The insurance policy or policies shall not be cancelable except upon the insurer's twenty days' prior written notice to BC's Representative and shall be in form and substance subject to BC's satisfaction.

16) **Use and Occupancy Changes.** If, for any reason, Licensee does not upon the revocation of this License or upon the expiration of each of the Time(s) of Use deliver the Facilities to BC free of occupants and cleaned in accordance with Section 6 of this License, then Licensee shall be liable to BC for each day, or portion thereof, that the Facilities are occupied by such persons or property until such Facilities are vacated and the property removed at a daily rate equal to the greater of \$1,000 or three times the total License Fee for one of the Time(s) of Use, and said payment shall be due and payable to BC on each such day, or portion thereof, that the Facilities are occupied by persons or property. Failure of BC to demand any such payment or to enforce its right to receive any such payment shall not be deemed a waiver of any such demand or right of enforcement, and any demand for one payment shall be deemed a demand for all previous and subsequent payments.

17) **Personal Property.** Licensee must remove all personal property at the end of each Time of Use, unless Licensee has received written permission from BC's Representative designating a different length of time for removal. If Licensee leaves any personal property in the Facilities beyond any of the designated Time(s) of Use, BC may remove such property and, if appropriate under the circumstances, discard such property. BC shall not be liable for any loss or damage to such property and such removal shall be considered the act of Licensee; provided, however, that on such removal, BC shall, to the extent practicable under the circumstances, exercise due care in handling such property.

18) **As Is; Delays.** BC does not warrant and do not make any representation as to the condition of the Facilities, and Licensee agrees to take the Facilities "as is." In particular, BC makes no representation, express or implied, that the heating and air conditioning service will always maintain the temperature in the Facilities that the Licensee may wish. As a matter of courtesy, BC's Representative will attempt to advise Licensee of any known or announced delays or unusual conditions, but is under no obligation to do so.

19) **When Effective.** Licensee certifies that its representative signing this Agreement is duly authorized to bind Licensee legally for all purposes of this Agreement. This License shall not be binding on BC until a copy hereof signed by both parties has been delivered by BC to Licensee and the Confirmation Fee for the first of the Time(s) of Use has been paid in full. BC shall be entitled to retain two executed copies of this License.

20) **Certification of Licensee.** Licensee has review BC's policy entitled "Protection of Minors on Campus" [available at <http://www.bc.edu/content/dam/files/offices/policies/pdf/policies/2013/00003955.pdf>] and hereby certifies that Licensee's Program meet all requirements set out in such Policy, including without limitation all requirements concerning the training and background checks of employees and volunteers who will supervise and have contact with minors participating in the Program.

EXECUTED under SEAL in duplicate as of _____, 20 ____.

(Licensee's Name Printed)

Trustees of Boston College

By: _____
Signature of Licensee's
duly authorized representative

By: _____

EXHIBIT A

Obligations of BC