

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT is made and entered into this the ____ day of _____, _____, by and between the **State of North Carolina** through **The University of North Carolina at Charlotte**, hereinafter designated the Licensor, and _____, a corporation organized under the laws of the State of North Carolina, with a principal place of business of _____, hereinafter designated the Licensee.

WITNESSETH:

WHEREAS, Licensor has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this Facilities License Agreement for and on behalf of the State of North Carolina has been duly approved by the appropriate authorities; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Facilities License Agreement as hereinafter set out.

NOW, THEREFORE, in consideration of the premises and the promises and covenants contained in the terms and conditions for payment of the fee as set forth hereunder, Licensor hereby grants a revocable license to use the Facilities described below and hereinafter referred to as the "Licensed Premises":

Being _____ (____) usable square feet of office space designated as _____, UNC Charlotte main campus, Charlotte, Mecklenburg County, North Carolina, as shown and described in Exhibit A, attached.

THE TERMS AND CONDITIONS OF THIS FACILITIES LICENSE AGREEMENT ARE AS FOLLOWS:

1. To use said Licensed Premises for a term of _____(____) year, commencing on the ____ day of _____, _____ and terminating on the ____ day of _____, _____. This Facilities License Agreement does not confer any real property interest in the Licensed Premises and this Facilities License Agreement may be revoked at any time without notice of the Licensee.
2. The Licensee agrees to pay to Licensor for said space the sum of _____ (\$_____) for the term of the Facilities License Agreement ("License Fee"), such amount to be paid upon execution of this Facilities License Agreement ("License Fee"). Payment is for license to use the space, building maintenance, common area maintenance, and building services (including electricity, water and sewer), local telephone service and local University internet connections.
3. Any payments of Licensee required hereunder, whether for use of space or

otherwise, shall bear interest from the time due until paid at the maximum contract rate permitted at law or eighteen percent (18%) per annum, whichever is greater.

The Licensee agrees to pay the aforesaid license fee to Licensors at the following address:

**Director of Financial Services
The University of North Carolina at Charlotte
9201 University City Blvd.
Charlotte, North Carolina 28223-0001**

4. The Licensors shall furnish to the Licensee, during the Facilities License Agreement term, at Licensors's sole cost, the following:
 - A. Heating facilities, air conditioning facilities, hot and cold water facilities, adequate lighting fixtures and electrical sockets (including existing telephone jack and computer network connectors), and adequate toilet facilities.
 - B. All utilities and University internet connections, with the exception of a University email account and long-distance telephone services.
 - C. Janitorial and cleaning services and supplies, which shall include maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas, if applicable.
 - D. Elevator service and common area access to Licensed Premises.
 - E. The right to purchase at Licensee's expense one (1) parking permit for the duration of the term. Parking shall be in accordance with Licensors's regulations for parking and traffic.
5. During the Facilities License Agreement term, the Licensors shall keep the Licensed Premises and the facilities described in paragraphs A, B, C and D of Section 4 above in good repair, to the end that all such facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. The Licensors reserves the right to enter and inspect the Licensed Premises, at reasonable times, and to make necessary repairs to the Licensed Premises.
6. Except as expressly provided in Sections 4 and 5 above, it is understood and agreed that the Licensed Premises are being provided to Licensee in an "as is" condition. Licensors shall not otherwise be required to perform any work, install any fixtures or equipment or render any services to make the Licensed Premises ready or suitable for Licensee's use or occupancy.
7. If said premises are destroyed by fire or other casualty, without fault of the Licensee, this Facilities License Agreement shall immediately terminate and the Licensee Fee shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Licensee so

as to render the premises unusable in whole or in part, there shall be an apportionment of the License Fee until the damage has been repaired, should the Licensor so choose to repair. During such period of repair, Licensee shall have the right to obtain similar office space at the expense of Licensee or the Licensee may terminate the Facilities License Agreement by giving _____ (___) days written notice to the Licensor.

8. Licensee agrees to indemnify, hold harmless and defend Licensor and its employees, agents and representatives against any claims, damages, suits or obligations, including costs and reasonable attorneys' fees, arising out of or in any manner connected with the use of the premises by Licensee, its agents or invitees, licensees, servants, employees or agents.
9. Licensee shall provide and maintain during the term of this Facilities License Agreement, at Licensee's sole cost, workers' compensation insurance as required by the State of North Carolina, and waives subrogation of any action, claim, attorney's fees or damages against Licensor in connection to or arising out of any alleged injury incurred on University property. Licensee shall provide and maintain during the term of this Facilities License Agreement, at Licensee's cost, insurance sufficient to cover the cost of any of Licensee's equipment, data, or property stored on the Licensed Premises or for any other damages in the case of fire, electrical outage, or other loss event.
10. Licensee agrees to follow any applicable University policies and procedures as pertain to the access to the University, use of University property, or any other applicable University policies and procedures.
11. Upon termination of this Facilities License Agreement, the Licensee will peaceably surrender the Licensed Premises in as good order and condition as when received, excepting normal wear and excepting damage by: fire; war; riots; insurrection; public calamity; by the elements; by act of God; or by other circumstances over which Licensee had no control or for which Licensor is not responsible pursuant to this Facilities License Agreement. The Licensee shall remove any improvement or fixture placed by it on the premises if required to remove same by the Licensor and shall restore any portion of the premises altered by it. In the event Licensee elects to remove Licensee's improvements or fixtures or is required to remove same by Licensor and such removal causes damage or injury to the demised premises, Licensee will repair only to the extent of any such damage or injury.
12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to the Licensor at:

**Vice Chancellor for Business Affairs
The University of North Carolina at Charlotte
9201 University City Blvd.
Charlotte, North Carolina 28223-0001**

or to the Licensee at:

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

13. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.
14. If either the Licensor or the Licensee fails to perform or observe any term or provision of this Facilities License Agreement, and such failure shall continue for a period of ten (10) days after written notice thereof from the non-offending party to the offending party specifying in detail the nature of such failure, or in the case such failure cannot be cured with due diligence within ten (10) days, the offending party fails to proceed promptly and with all due diligence to cure the same and thereafter prosecute the curing of such failure with all due diligence within twenty (20) days from the date of such original written notice, then such offending party shall be deemed to be in default under this Facilities License Agreement. If either party defaults hereunder, the non-defaulting party shall be entitled to terminate this Facilities License Agreement immediately and enforce its rights and remedies by suit, action at law, or other appropriate proceeding.
16. Licensee shall not assign, sublicense or otherwise transfer in whole or in part this Facilities License Agreement or the term and estate hereby granted.
17. The laws of the State of North Carolina shall govern the validity, performance and enforcement of this Facilities License Agreement and this Facilities License Agreement shall be construed pursuant to such laws.

IN TESTIMONY WHEREOF, this Facilities License Agreement has been executed by the parties hereto, in triplicate originals, as of the date first above written.

**LICENSOR:
THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE**

By: _____
Elizabeth A. Hardin
Vice Chancellor for Business Affairs

LICENSEE:

By: _____
[Typed Name]
[Title]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument as [Title] of _____ for the purpose therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 200.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Elizabeth A. Hardin** personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as **Vice Chancellor for Business Affairs, The University of North Carolina at Charlotte**, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 200.

Notary Public

My Commission Expires:

EXHIBIT A