

NON-EXCLUSIVE FACILITIES LICENSE USE AGREEMENT
PARK UNIVERSITY STANDARD TERMS AND CONDITIONS
FOR USE OF PARK LEASED PREMISES

The following Standard Terms and Conditions are an integral part of each Non-Exclusive Facilities License Agreement or any other Park University Agreement into which is

1.0 Defined Terms.

repay the University for damages and charges for which Licensee is liable under this License Agreement or resulting from Licensee's breach of this License Agreement. If the University uses the Security Deposit as permitted by this License Agreement, Licensee will immediately upon demand by the University restore the Security Deposit to its original amount, and failure to do so will constitute a breach of this License Agreement. Such use by the University of the Security Deposit will not constitute a cure of the existing breach until such time as the entire amount owing to the University is paid in full and the Security Deposit is fully restored. Provided that Licensee has performed all its obligations under this License Agreement, the University will unless otherwise provided in the License Agreement return any unapplied portion of the Security Deposit to Licensee within 30 days after the later to occur of: (i) the date Licensee surrenders possession of the Licensed University Facilities to the University in accordance with this License Agreement or (ii) the License Expiration Date.

9.0 University Damages, Indemnification and Covenant Not to be Sued and Other University Rights.

- 9.1 License Termination for Breach. In the event of a breach of this License Agreement, by a Licensee or a another Permitted User, the University may immediately terminate this License Agreement in which case the University will be relieved of all further obligations under this License Agreement
- 9.2 University Damages. The Licensee will upon demand reimburse the University and University Protected Parties for all damages, costs and expenses including attorneys fees and litigation costs, caused by the actions of the Licensee and any other Permitted User and the actions of any other persons using the Licensed University Facilities, other University Facilities as a result of or related to the Permitted Use.
- 9.3 Cost Reimbursement and Indemnity.
 - 9.3.1 University Damages and Costs. The Licensee will reimburse the University for damages, costs and expenses caused by the use by the Licensee, the Licensee's Permitted Users and any other persons using the Licensed Facilities or otherwise in the Building as a result of the Permitted Use, or to other personal and real property owned or leased by the University and by the actions of Licensee and the Licensee's Permitted Users.
 - 9.3.2 University Indemnity. The Licensee will indemnify and defend the University, its officers, trustees, agents, students, employees and agents against and from: (i) all claims arising out of the access by the Licensee and the Licensee's Permitted Users or other persons to the Building as a result of the Permitted Use to, and use of, the Licensed University Facilities and any portion of the Building, (ii) all claims arising out of any breach or default in the performance of any obligation on the part of the Licensee to be performed under this License Agreement, (iii) all vandalism and property damage caused to the Licensed Facilities or the Building by the Licensee and the Licensee's Permitted Users, including but not limited to the Licensed University Facilities in the Building, and (iv) violations of Missouri laws and regulations, including but not limited to the Missouri Child Abuse Laws, and (v) all costs, attorneys' fees, expenses and liabilities incurred in connection with any claim or any action or proceeding brought by the University on any such claim.
- 9.4 University Indemnification. The Licensee will indemnify, hold harmless and defend the University and University Protected Parties against and from: (i) all claims arising out of the presence of the Licensee and the other Permitted Users or other persons in/on the Licensed University Facilities, in or on and any other University Facilities (ii) all claims arising out of any breach or default in the performance of any obligation on the part of the Licensee to be performed under this License Agreement, (iii) all vandalism and property damage caused to the Licensed University Facilities and other University Facilities by the Licensee and the other Permitted Users, (iv) violations of all federal, state and local laws and regulations, including but not limited to the Missouri Child Abuse Laws, (v) the University's removal of any Licensee's Personal Property that is not removed from the Licensed University Facilities other University Facilities by the Licensee on or before the License Expiration

- 10.16 Waiver. A waiver by either party to a License Agreement of any term, covenant, or condition in the License Agreement will not be deemed to be a waiver of the same or any other term, covenant, or condition on any subsequent occasion.
- 10.17 Interpretation. The interpretation of the University, acting through Campus Safety Officers, the University's Primary Representative and other University employees regarding the meaning of this License Agreement and how it regulates the Licensee's Permitted Use of the Licensed University Facilities will prevail.