UNIVERSITY OF CINCINNATI
LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this [__]th day of [____], 20___ by and between the University of Cincinnati, hereinafter referred to as “Licensor”, and [Promoter Name], herein after referred to as the “Licensee”;

WITNESSES THAT in consideration of the mutual agreements contained herein, Licensor hereby grants to Licensee a license (not a lease), subject to the terms and conditions set forth herein, for [Name of Event] and for no other purpose without the prior written consent of Licensor.

The rental period for this Agreement is on the following dates, during the specified hours:

- MOVE IN -- Facility Name: [Date and Time]
- DOORS OPEN -- Facility Name: [Date and Time]
- EVENT TIME -- Facility Name: [Date and Time]
- MOVE OUT -- Facility Name: [Date and Time]

Licensor and Licensee mutually agree as follows:

1. LICENSE RATE
   a. Licensee will pay [Rental fee plus all direct expenses] to Licensor for the use of the Facilities for the aforesaid period.
   b. Should Licensee require and the Licensor agree to the use of the leased premises beyond the specified period of time, the additional payment will be set at the rate of $100.00 per hour or any portion thereof, and all terms of this Agreement will be applicable to any and all such periods of time.
   c. Licensee will pay to Licensor any federal, state or local tax (excluding Licensor's income taxes) which may become payable by Licensor by reason of Licensee's use of Facility under this Agreement.

2. DEPOSIT AND PAYMENT
   Upon submission of this executed Agreement, Licensee will pay Licensor the sum of $[0.00] as deposit to be applied to the full license payment. The deposit will be Retained by Licensor should Licensee cancel the Agreement except as provided in Section Eleven (11) hereinafter.

3. ADA
   Licensee agrees that it has inspected the premises to be rented for the purpose of ascertaining what accommodation, if any, is necessary in addition to existing Facility for persons with disabilities to use said Facility without significant risk of harm to themselves or others. Licensee further agrees that no additional measures need to be taken.

4. MAINTENANCE
   Licensor will furnish lights and ordinary cleaning for the Facility and appurtenances, and will keep Facility in a clean and sanitary condition.
5. LICENSES AND PERMITS
Licensee in conjunction with Licensor will provide, at Licensee's sole expense, all necessary licenses and permits required by law for the event and will provide them to Licensor upon request.

6. USE LIMITATIONS
   a. Licensee may use Facility only for purposes which are legal and consistent with published University policies.
   
   b. Licensee will not injure, mar, or in any manner deface the Facility and any contiguous or surrounding property or permit anyone to do so. Licensee will pay for all damages to the Facility, including the building, equipment, furniture and other property, except for any damages arising from the acts of Licensor, its agents or employees. Licensee will deliver to Licensor, at the termination of this license the Facility and any other contiguous or surrounding property in as good a condition and repair as said premises were at the initiation of said license period, ordinary wear and tear excepted.
   
   c. Licensee will not make any change or alteration to the building, equipment or arrangement of the Facility or any other contiguous or surrounding property without having first obtained written permission for such change or alteration from Licensor. The cost of any such change or alteration will be borne by Licensee. Upon termination of this license the Facility and any other contiguous or surrounding property will be restored to their original conditions by Licensee at its cost unless otherwise agreed to by the parties.
   
   d. Licensee shall not place any signs, advertisements and/or decorations in or on the Facility or any other contiguous or surrounding property without prior written approval of Licensor or its designated agent, and should such approval be granted, signs, advertisements and/or decorations shall be installed and maintained according to the orders of Licensor.
   
   e. Neither Licensee nor its agents nor employees shall make any electrical, sound recording, television, teletape or utility connections without Licensor's prior written approval.
   
   f. No flammable materials such as bunting, tissue paper or crepe paper shall be used by Licensee for decorations at Facility. All decorative materials must be treated with flame proofing and approved by the Cincinnati Fire Department.
   
   g. No smoking shall be allowed in the Facility. Licensor will enforce this policy by use of signage, announcements and personnel.
   
   h. Licensee will not perform activities which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof within the Facility, nor perform activities which may interfere with free access and passage to the public within the Facility, upon adjacent public areas, or in surrounding areas.
   
   i. All public address system or scoreboard announcements by Licensee must be lawful and clearly indicate they do not represent the views of Licensor. Any commercial announcements made by Licensee must be presented in writing to Licensor to ensure accuracy and consistency with Licensor's advertising policy. Licensor will respond to Licensee's requests to make such announcements within forty-eight (48) hours of receipt of such requests.
j. All property belonging to Licensee will be removed by Licensee by the end of the license period and any such property remaining at Facility will be disposed of at discretion of Licensor without liability to Licensor or payment to Licensee.

7. INSURANCE
Licensee agrees to maintain, at its expense, Comprehensive General Liability Insurance with minimum liability limits of $1 Million per occurrence. The University of Cincinnati will be named an additional insured party for this insurance, and a Certificate evidencing this coverage must be provided to Licensor prior to the event. Licensor will provide Licensee with proof of Licensor’s insurance upon request.

8. INDEMNIFICATION
   a. Licensee will keep, save and hold the University of Cincinnati, the State of Ohio, trustees, employees and agents harmless from all claims, causes of action, damages or loss, including attorney’s fees, either directly or indirectly arising out of the use of Facilities under this Agreement or caused by the actions or omissions of Licensee, its employees or agents.
   
   b. All property of Licensee at Facility will be at the sole risk of Licensee.
   
   c. Licensee will be responsible for providing any necessary medical personnel for all individuals participating in the event, unless arrangements are made with Licensor to provide such service at Licensee's expense, prior to the event. Licensor may provide emergency medical personnel to be available to spectators of the event at Licensee's expense, if, in Licensor's opinion, such services are warranted by the size and/or nature of the event. Licensee will assume all liability for medical care and transportation provided or contracted by Licensee (not including services provided or contracted for with Licensor) and the Licensee agrees to indemnify and save harmless Licensor from and against any and all claims, causes of action, damages or loss, including attorney’s fees arising from such medical care or transportation services except that which may be caused solely by the negligence of Licensor, its employees, servants and agents.

9. ASSIGNMENT
Licensee may not assign this Agreement or sublicense the Facility without the prior written consent of Licensor.

10. FORCE MAJEURE
Should the Facility be damaged or destroyed by fire or other cause, or if any casualty or unforeseen occurrence including but not limited to strikes, labor disputes, war or action of governmental authorities, will render the fulfillment of this Agreement difficult or impossible to perform to an extent sufficient to prevent the use of the Facility as contemplated herein, this Agreement will at once cease, terminate and be utterly void within ten (10) days of the occurrence of said damage. Licensor will notify Licensee in writing that said damage will be repaired in time to permit the use of the Facility as contemplated herein. In any such case, Licensor will not be held liable or responsible to Licensee for any damage caused by said cancellation, Licensor will be relieved of any further liability by reason of this Agreement, and no claims for compensation or damage will be made against Licensor by Licensee. Any deposit or rental for the unused portion of this Agreement will, in any such case, be refunded to Licensee by Licensor within twenty (20) working days.
11. CANCELLATION BY LICENSOR
Licensor may terminate and cancel this Agreement for Licensee's actual or anticipatory breach of any of the terms of this Agreement as determined by the discretion of Licensor. In the event of such termination, the deposit and any payment made by Licensee will be forfeited with no right of a refund to Licensee, and Licensor will not be held to any obligation for Licensee's present or future use of Facility. In such events, Licensee will also reimburse Licensor for any expenses incurred as a result of this Agreement.

12. ACCESS BY LICENSOR
Licensor, or its designated agents, will have access at all times to all parts of Facility and will control locking and unlocking of Facility.

13. PUBLIC ANNOUNCEMENTS
Licensor reserves the right to make brief public address announcements during intermissions or other times that will reasonably interfere with the event. Such announcements may relate to the welfare or safety of those using the Facility or describe future events at the Facility or at the University.

14. SECURITY
Licensee will be solely responsible for the conduct of all persons using the Facility at its express or implied invitation under the terms of this Agreement. However, Licensor reserves the right at all times to eject anyone whose conduct is unlawful or is interfering with the reasonable enjoyment or participation of others using the Facility.

15. CONCESSION SALES
Licensor reserves the right to operate and contract for operation and receive the income from concessions for the events to be covered by this Agreement, including but not limited to, the sales of food, drink, programs, souvenirs and novelties. Licensee will have the right to sell event programs and event merchandise. Licensee, his exhibitors or persons caused by him to come on the premises may distribute any free items only upon receipt of prior written permission from the Director of the Facility.

16. TICKETS
Licensee is required to sell all tickets at the prices advertised, and no deviation will be allowed without the prior written consent of Licensor. Licensee will not sell or permit to be sold or distributed, tickets or passes in excess of the official listed capacity of the Facility, nor admit thereto a larger number of persons than can safely and freely move about therein as determined in advance by Licensor. The decision of Licensor in this respect will be final.

Licensee will receive a reasonable number of complimentary tickets to the event, the number to be determined by the Assistant Athletic Director for Facilities and Operations and Licensee prior to the event.

17. BROADCASTING
No event presented in the Facility will be broadcast, televised or in any manner recorded for reproduction without the written consent of Licensor, and then only upon the express condition that all expenses pertaining thereto will be paid in advance. Licensee will hold Licensor harmless from and indemnify Licensor against all claims arising from such broadcasting activity. The broadcaster is responsible for all long distance phone charges. A fee of $100.00 will be charged for each radio or television hookup.
18. **COPYRIGHTS**
Licensee agrees, represents and warrants that nothing contained in the program, performance, exhibitions or in any other way connected with Licensee’s use of Facility under this Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Licensee warrants that all performances under this Agreement of works protected by statutory or common-law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works. Licensee further agrees to indemnify and hold harmless Licensor, its trustees, agents and employees, from any and all claims, causes of action, damages, loss or expenses including legal fees arising in relation to this warranty.

19. **CORPORATE SPONSORS**
Licensee recognizes that Licensor has exclusive agreements with corporate sponsors which may prevent Licensee from bringing certain products or items into Licensor’s Facilities. Licensee agrees to consult with Licensor prior to the event to ensure that Licensee does not bring products or items into Licensor’s Facilities that violate Licensor’s Corporate Sponsor Agreements.

20. **ADVERTISING**
Licensee may not use the name or marks of Licensor in such a manner as would indicate endorsement or co-sponsorship of the event without prior written consent of Licensor. Any printed material, radio or television advertising copy publicizing the event will be submitted to Licensor in advance to be reviewed for accuracy.

21. **COMPLIANCE WITH LAW**
In carrying out its obligations under this Agreement, Licensee will comply with all rules, regulations, laws, and ordinances of the United States, the State of Ohio, the City of Cincinnati and those established by Licensor for the Facility.

22. **NCAA RULES**
Licensor is sensitive to the rules and regulations of the NCAA. Should Licensee violate NCAA rules or regulations this contracts will be null and void immediately upon discovery of the violation. Any monies collected by the Licensor at this time will be retained by the Licensor and any other expenses that have been incurred by Licensor will become due immediately by the Licensee to Licensor.

23. **GOVERNING LAW**
This Agreement will be governed by and interpreted under the laws of the State of Ohio.

24. **SETTLEMENT**
Licensor will forward all monies owed to the Licensee within thirty (30) working days of mutual agreement of all expenditures. If electronic transfer is desired, wire transfer information should be supplied to the Licensor prior to the event in order to guarantee the timely transfer of funds.

25. **COMPLETE AGREEMENT**
This Agreement constitutes the sole and complete agreement by and between the parties and no amendments to, or modification of, this Agreement will be valid unless reduced to writing and executed by the parties in advance.
26. **NOTICES**

Any notices required shall be sent to:

**FOR THE UNIVERSITY:**

Mr. Scott Wilhoit  
Fifth Third Arena  
P.O. Box 210021  
University of Cincinnati  
Cincinnati, OH 45221-0021

**FOR LICENSEE:**

Promoter Name  
Promoter Address  
Promoter Phone/Fax Number  
Promoter Email Address

27. **AUTHORIZED SIGNATURES**

Each individual executing this Agreement on behalf of Licensee and Licensor represents and warrants that he or she is properly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**FOR UNIVERSITY OF CINCINNATI:**

BY: ______________________

TITLE: _________________

DATE: _________________

**FOR LICENSEE:**

BY: ______________________

TITLE: _________________

DATE: _________________