



FACILITY USE LICENSE AGREEMENT- Compass Community Collaborative School

THIS FACILITY USE LICENSE AGREEMENT (“Agreement” or “license”) is made and entered into as of (Date) _____ by and between Compass Community Collaborative School (“CCCS” or “Licensor”), a Colorado public charter school, whose business location is 2105 S. College Ave, Ft. Collins, CO 80525 (also the location of the facility, referred to herein as the “School Facility”) and _____, (“Licensee”) whose business address is or will be at _____.

Licensor is willing to make certain, identified space (the “Licensed Area”) within the School Facility available for use by Licensee on a mutually agreeable cooperative basis with Licensor for the term of this License on the terms and conditions contained in this License. A diagram and/or description of the Licensed Area is available on the attached Exhibit A.

By signing this License, the Licensee and any of its invitees, employees, customers, assigns, guests, contractors, agents, or other parties related to the Licensee (collectively “Associates”), agree to be bound by all of the policies, provisions, and regulations of CCCS, including without limitation all of the safety measures while using the School Facility.

In consideration of the mutual promises and the other covenants and conditions set forth below, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee agree as follows:

LICENSE AND RATE. The Licensee shall pay to the Licensor the sum of \$ _____ no later than _____. Of this amount, \$ _____ is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. The remainder, \$ _____, is for damages/security deposit which will be returned to the Licensee after any termination or license revocation, upon settlement, minus any charges for actual damages done to the Licensed Area or School Facility by Licensee or its Associates.

The Licensee shall have access to and use of the Licensed Area from _____ o’clock on _____, to _____ o’clock on _____, for the purpose of hosting the Licensee’s _____ event. CCCS staff will be on site to provide access to the facility.

PURPOSE AND PERMIT TO USE. Licensor and Licensee acknowledge and agree that Licensee's use of the Licensed Area will be only for the purposes, only in the areas, and only for such times as are described in this license. The Licensee will have access to all the Licensed Area on an "AS IS," and cooperative basis. Licensee shall supply all its own materials for its programs. Licensor will not be required to supply any consumable materials, copiers or fax machines, or software programs. Licensor will provide access to a guest Wi-Fi network, and the Licensee will have use of the large-screen, wall-mounted ChromeBook on the mainstage. Whiteboard tables and mobile whiteboards may be used, but the Licensee must provide its own whiteboard markers.

Licensee warrants and represents to Licensor that the Licensed Area shall be used and occupied only as space for Licensee's usage (including such educational purposes as practicing, meetings, office space, administrative services, classes, performances, concerts, etc) on an exclusive basis in coordination with Licensor's use of the Licensed Area. Licensee shall not create any nuisance or otherwise interfere with, annoy or disturb Licensor's use of the Building or prevent Licensor's use of the Licensed Area in coordination with Licensee. Licensee shall not commit, or suffer to be committed, any waste on the licensed space, nor shall Licensee permit the licensed space to be used for any unlawful activity or way which would, in the opinion of Licensor, be hazardous to other users within the School Facility or to the School Facility itself. Licensee accepts the licensed space subject to all matters of record and to all applicable laws. Licensee hereby agrees that the licensed space shall not be used for:

- any unlawful purpose or any purpose that creates a clear and present danger of the commission of unlawful acts or the violation of lawful policies and regulations of Licensor;
- any purpose that may result in damage to Licensor's property;
- any purpose that may violate campaign practice laws;
- any purpose that may create a material and substantial disruption to the orderly operation of a facility by the Licensor or that violates the rights of others to privacy;
- any purpose that may be obscene, libelous, slanderous, or defamatory, including but not limited to, the making of any false statement as to any person who is not a public figure or involved in a matter of public concern;
- any purpose that involves the impermissible possession or consumption of alcoholic beverages and/or drugs;
- any purpose that involves smoking or gambling (fundraisers will be authorized to include raffles);
- any possession or use of firearms or other weapons;
- any unauthorized activity not specified in this license; and
- such other activities as the Licensor's or the Licensor's designee may lawfully determine from time to time.

Licensee's Associates shall be permitted to enter upon and use the licensed space for the purposes described herein during the times described in this Agreement. **CCCS RESERVES THE RIGHT TO REVOKE THIS LICENSE AND DENY ANY FUTURE USAGE OR IMPOSE ADDITIONAL CONDITIONS ON FUTURE USES BY A LICENSEE.**

- **CUSTODIAL SERVICES.** -- Defacement of walls by holes or nails is not permitted. Following the use of the Licensed Area, the Licensee must inspect all areas actually used by anyone admitted to the School Facility during Licensee's use and Licensee is responsible for returning the School Facility in the same condition as received. Should the Licensee find any damage, it must be reported immediately to CCCS. The Licensee must clean and return to original state, all facilities occupied each day at the end of usage in preparation for the following day of school. If the School Facility is not properly cleaned after Licensee's usage CCCS may charge the Licensee for any cleaning fees or costs associated with cleaning the Facility.
- The Licensor will have bathrooms ready for usage prior to starting time each day. Custodial services are negotiated on a license by license basis. For the rental usage described in this license, the Licensee agrees to hire _____ for a cost of _____ per _____.
- **USAGE.** In accordance with the provisions contained in this Agreement, Licensee may make exclusive use of the licensed space within the dates/times of this Agreement.

Usage Exclusions include any space not identified in the terms of this Agreement.

FACILITY CARE BY LICENSEE. Licensee is responsible for the following:

- The Licensee must exercise the utmost care in the use of the licensed space and agrees to protect, indemnify, and hold harmless the Licensor and its officers and employees from any and all claims, liabilities, damages, or rights of action directly or indirectly arising out of the use of the licensed space .
- In the event of damage to Licensor property or facilities caused by Licensee or its Associates, Licensee shall immediately accept the Licensor's estimate of the damage amount, and shall pay all such repair costs.
- Licensee shall be responsible for contents in the room(s) used regardless of peril involved. Licensee shall be responsible for repair of damage to Licensor property which is the result of abuse or negligent care on the part of the Licensee or its Associates.

LICENSEE RESPONSIBILITIES. The Licensee, in consideration of the leasing licensed space, agrees as follows:

- Licensee shall be responsible for providing any necessary additional insurance protection for its use of the Licensed Area, including coverage of use by Licensee's Associates. Loss and damage to Licensee's or its Associates' equipment, materials, etc., while using the licensed space is the exclusive responsibility of Licensee.
- Unless waived in writing by Licensor, the Licensee must show evidence of a minimum of \$1,000,000 combined single limit for general liability insurance coverage and may be required to provide evidence of insurance by giving a policy number, name of insurance company, contact information, and expiration date of policy. The policy must cover bodily injury, property damage and medical coverage for those using the Facility. Licensee may be asked to provide a certificate of insurance to Licensor prior to any use and, at the discretion of Licensor, may be required to name Licensor as an additional insured.
- Licensee shall be responsible for establishment of its schedules and programs without reimbursement from Licensor.
- Licensee shall provide its own program content and presentation materials; supervision of its Associates; and shall maintain adequate control in and around the School Facility during times of usage. Licensee shall remove its own property and materials upon completion of the event.
- In the event of damage to Licensor property caused by Licensee or its Associates; Licensee shall pay all such repair costs of repair work performed in accordance with established safety codes and Licensor maintenance procedures.

SCHOOL FACILITY CLOSING. The Licensor reserves the right to cancel or shorten any day of access if needed. A twenty-four (24) hour notice will be given to the Licensee in non-emergency situations. In the event of emergency closure or closure due to inclement weather, the Licensor shall provide the Licensee with as much advance notice of the closure as possible. Often inclement weather closures are reported on the local news television channels and on the Licensor webpage.

SIGNAGE and ADVERTISEMENT. Licensee will not place any sign or advertisement or any other thing of any kind without the Licensor's prior approval. Approval can be granted or denied in Licensor's sole and absolute discretion.. Additionally, any exterior signs must comply with all applicable governmental ordinances, rules and regulations.

INDEMNITY. Licensee shall indemnify, defend, save, and hold harmless Licensor and Stuka, LLC, the property owner, from and against any and all claims arising from Licensee's or its Associates' use of the licensed space or from the conduct of Licensee's business or from any activity, work or things done, permitted or suffered by Licensee in or about the Facility or elsewhere. In case any action or proceeding be brought against Licensor or Stuka, LLC, by reason of any Licensee activity, Licensee shall defend the same at Licensee's expense by counsel satisfactory to Licensor. Licensee hereby assumes all risk of damage to property or injury to persons in, upon or about the licensed space, and Licensee hereby waives all claims in respect thereof against Licensor and Stuka, LLC. Licensee hereby agrees that Licensor and Stuka, LLC. shall not be liable for injury to Licensee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Licensee, Licensee's Associates or any other person in or about the licensed space, nor shall Licensor be liable for injury to the Licensee, or the person of Licensee's Associates, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or the damage or injury results from conditions arising upon the licensed space or upon other portions of the building of which the licensed space are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Licensee. Licensor and Stuka, LLC. shall not be liable for any damages arising from any act or neglect of any other Licensee, if any, of the building in which the licensed space is located. Licensor shall indemnify and hold harmless Licensee from any liability caused by Licensor's negligence.

ASSIGNMENT. Licensee shall not assign or in any manner transfer this License or any interest therein, nor sublet the Licensed space or any part or parts thereof, nor permit occupancy by anyone (other than Licensor or its Associates during permissible times).

REVOCAION OF LICENSE. Licensee's use of the School Facility and Licensed Area must at all times be in accordance with this Agreement and must in no way interfere with CCCS's activities, and CCCS reserves the right to revoke, temporarily or permanently, Licensee's license to use the Licensed Area or School Facility at any time and for any reason.

FORCE MAJEURE. Licensor and Stuka, LLC. shall not be required to perform any covenant or obligation in this License, or be liable in damages to Licensee so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by force majeure. force majeure shall include strikes, lockouts, sit-downs, material or labor restrictions, delays by any municipal, governmental and/or quasi-governmental authority, unusual transportation delays, material or supply shortages or back orders, riots, floods, freezing, wash-outs, explosions, earthquakes, fire, storms, acts of the public enemy, acts of vandals, wars, insurrections, delays by utility suppliers, and any other cause not reasonably within the control of Licensor and which by the exercise of due diligence Licensor is unable, wholly or in part, to prevent or overcome.

ATTORNEY'S FEES. In the event either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this License, the court shall award reasonable attorney fees to the prevailing party.

ABANDONMENT. It is specifically understood and agreed to by the Licensee that if the Licensee shall vacate Licensor property and leave any personal property either in or on the licensed space, for thirty (30) days, then such property, etc., shall be deemed abandoned by the Licensee. In such event the Licensee hereby specifically authorizes the Licensor to dispose of such abandoned personal property without liability of any kind.

GOVERNING LAW AND VENUE. This license is made and delivered in the State of Colorado and shall be interpreted, construed and enforced in accordance with the laws thereof. Court venue and jurisdiction shall exclusively be in the Colorado District Court for Larimer County, Colorado.

LICENSES, TAXES, PERMITS, AND FEES. It is the Licensee's responsibility to obtain, at its own expense, all licenses and permits, and to pay all applicable taxes and fees, including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, volunteers or programs.

COLORADO GOVERNMENTAL IMMUNITY ACT. Except as expressly provided herein, the Licensor retains all of its rights under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

SUCCESSORS. Subject to the limitations on assignment and subletting set forth in this License, this License shall be binding upon and insure to the benefit of Licensor and Licensee and their respective heirs, personal representatives, successors and assigns. Neither party shall assign or otherwise transfer this Agreement or any rights or obligations hereunder without prior written consent of the other party.

NO JOINT VENTURE. Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

CAPTIONS. The captions appearing in this license are inserted only as a matter of convenience and in no way define, limit or construe the terms of this license.

SEVERABILITY. If any provision of this license shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this license, and such other provisions shall continue in full force and effect.

NOTICE. For purposes of all notices required or permitted hereunder, the following addresses and facsimile numbers shall be applicable until changed by either party to the other by notice in writing:

LICENSOR:

Jan Harrison, School Leader
Compass Community Collaborative School
2105 S. College Ave, Ft. Collins, CO 80525
jan@compassfortcollins.org

WITH COPIES TO:

Rick Boos
Boos Financial, LLC
Rick@boosfc.com

and:

Luke McFetridge
property owner
luke@level-re.com

LICENSEE:

Name _____
Street _____
Address _____

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Signed effective as of the date first above written.

LICENSOR

Compass Community Collaborative School

By _____ Date _____

LICENSEE

By _____ Date _____

Exhibit A: Description/Diagram of Licensed Area