

**NON-EXCLUSIVE FACILITIES LICENSE USE AGREEMENT
PARK UNIVERSITY STANDARD TERMS AND CONDITIONS
(PARKVILLE CAMPUS/PLATTE COUNTY LAND)**

The following Standard Terms and Conditions are an integral part of each Non-Exclusive Facilities License Agreement, or any other Park University agreement or lease related to the Campus and any other University Facilities in Platte County, Missouri into which they are incorporated by reference, except to the extent that this License Agreement or other agreements otherwise provide.

1.0 **Defined Terms.** Capitalized words or phrases used in these Standard Terms and Conditions, and this License Agreement into which they are incorporated, will have the meanings indicated below unless otherwise defined in the License Agreement.

“Academic Underground” means the mined space under the Campus, portion of which are utilized or to be utilized by the University for its educational purposes.

“Campus” means that real property in Parkville, Missouri that is owned by the University on which the University carries out its educational mission and from which it administers its programs around the world.

“Campus Safety” means the Park University Department of Campus Safety.

“Campus Safety Officer” means a person, whether an employee of the University, or of a University selected independent contractor, who is supervised directly or indirectly by the Park University Director of Campus Safety, and who is identified by uniform, identification card or otherwise as a Campus Safety Officer.

“Contraband Items” means weapons, firearms, alcoholic beverages, tobacco, controlled substances, explosives, poisons, illegal drugs, and other items prohibited by this License Agreement.

“Designated Parking Lots” means the location of the parking places that the Permitted Users are entitled to use under this License Agreement.

“Designated Roads” means the roads, and driveways that the Permitted Users are entitled to use under this License Agreement.

“Effective Date” means the date this License Agreement is signed on behalf of the University.

“License Agreement” means this License Agreement (which is not a lease), between the University and other organizations or individuals pursuant to which the Licensee is authorized to use Licensed University Facilities of the University, sometimes referred to as a “Non-Exclusive Facilities Use License Agreement.”

“License Commencement Date” means the date and time the Licensee’s Permitted Use begins as shown in this License Agreement.

“License Expiration Date” means the date and time this License Agreement ends as shown in the License Agreement, subject to possible earlier termination as provided in this License Agreement.

“License Term” means the period of time between the License Commencement Date and the License Expiration Date.

“Licensed University Facilities” means the University Facilities a Licensee is entitled to use under this License Agreement, and does not include any right to use any other University Facilities on the Campus, within the Academic Underground, in the Parkville Commercial Underground, or otherwise.

“Licensee” means the organization or individual(s), whether one or more, who has entered into this License Agreement with the University.

“Licensee’s Personal Property” means any tangible personal property brought onto the Campus or into the Licensed University Facilities, that belongs to the Licensee or to any third party.

“Licensee’s Representative” means the person named in this License Agreement as the Licensee’s authorized representative, with whom the University is entitled to communicate regarding the use of Licensed University Facilities under this License Agreement, and upon whose agreements, commitments and statements (written or oral) the University is entitled to rely as legally binding upon the Licensee.

“Parkville Commercial Underground” means the mined space under the Campus, portions of which are leased, or to be leased, by the University to third parties.

“Permitted Use” means only the use of the Licensed University Facilities that is authorized under this License Agreement.

“Permitted Users” means the Licensee and any persons or other parties authorized under this License Agreement to engage in the Permitted Use.

“Security Deposit” means that amount, if any, required by this License Agreement to secure the performance by the Licensee of the Licensee’s obligations under this License Agreement.

“Service Animal” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals for the purposes of this definition. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to Permitted Users who are persons with mobility disabilities, and helping such persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

“Smoking” means the inhaling of smoke from the burning of tobacco and other plants and substances, organic or inorganic, in pipes, cigars, cigarettes, hookahs and other mechanisms or devices, and the inhaling of vapors, gases produced by the use of electronic cigarettes, pipes, cigars or other electronic devices.

“Standard Terms and Conditions” means the Non-Exclusive Facilities License Use Agreement, the Park University Standard Terms and Conditions (Parkville Campus/Platte County Land) available at <http://new.park.edu/terms-and-regulations/documents/StandardTermsConditions.pdf>, which Standard Terms and Conditions the University reserves the right to modify and revise at any time, and which modified or revised Standard Terms and Conditions will be posted at <http://new.park.edu/terms-and-regulations/documents/StandardTermsConditions.pdf>.

“University” means Park University, a Missouri nonprofit corporation.

“University Primary Representative” means the person so designated in this License Agreement.

“University Protected Parties” means the University and its affiliates, and their respective trustees, directors, officers, employees, students, independent contractors and agents.

“Use Payment” means the amount of money that the Licensee is required by this License Agreement to pay to the University, excluding any Security Deposit.

“University Property” means real and personal property of the University including the Licensed University Facilities and other University Facilities.

“Weapons” means firearms, knives, swords, explosives and other weapons as that word is commonly defined.

2.0 **Personal Conduct/Prohibited Activities.**

2.1 **Notice to the University of Prohibited Actions and Other Violations of this License Agreement.** The Licensee will immediately notify the Primary University Representative and a Campus Safety Officer in writing of the occurrence of any actions or conduct prohibited by this License Agreement, including but not limited to Section 2.0 of these Standard Terms and Conditions and its subsections.

2.2 **Notification to other Permitted Users.**

2.2.1 **General Notification Obligation.** The Licensee will notify the other Permitted Users of the personal conduct permitted and prohibited by this License Agreement, and take reasonable actions to assure that the other Permitted Users conduct themselves in the manner required by this License Agreement.

2.2.2 **Limited Exception to General Notification Obligation.** If Permitted Users who will engage in the Permitted Use of Designated Roads, Designated Parking Lot(s) and sidewalks to utilize the Designated Parking Lots, or Permitted Users who will be in the University Licensed Facilities solely to attend a performance, game or other event, the University recognizes that the identity of such Permitted Users will not be known to the Licensee in advance, and under such circumstances it would be impracticable to require the Licensee to notify each such Permitted Users individually of certain provisions in the Standard Terms and Conditions, such as, but not limited to, reporting obligations under Sections 2.1 and 5.0 of the Standard Terms and Conditions. In such cases this License Agreement, including portions of these Standard Terms and Conditions that require the Licensee to notify Permitted Users of certain provisions of this License Agreement in advance, the Licensee will not be required to so notify such Permitted Users. Nevertheless, any violations of this License Agreement by such Permitted Users will still constitute a breach under this License Agreement.

2.3 **Alterations and Damages.** Neither the Licensee nor the other Permitted Users will make or cause any alterations, improvements, physical damages, attachments to, or other changes of any kind, including vandalism to the Licensed University Facilities or other University Facilities.

2.4 **Animals.**

2.4.1 **General Prohibition.** Except as provided in Section 2.4.2, the Permitted Use does not include the right to bring animals (domesticated or otherwise), of any kind, including but not limited to dogs, cats and horses, onto the Campus, into the Licensed University Facilities or onto or into other University Facilities.

2.4.2 **Service Animals.** Permitted Users who are persons with disabilities may use Service Animals. The University may ask an individual Permitted User with a disability to remove a Service Animal from the Licensed University Facilities, the Campus or other University Facilities if: (1) the Service Animal is out of control and the Service Animal’s handler does not take effective action to control it; or (2) the Service Animal is not housebroken. If a Service Animal is excluded under this provision, the Permitted User with a disability will be given the opportunity to participate in the Permitted Use without having the Service Animal in the Licensed University Facilities. A Service Animal may be excluded if the University makes an individualized assessment based on reasonable judgment and best available objective evidence that the Service Animal poses a direct threat to the health and safety of others that cannot be mitigated by reasonable modifications. All Service Animals must be immunized

against diseases common to that type of animal. A Service Animal must be under the control of its handler (e.g., harness, leash, voice control, signals, or other effective means).

- 2.5 **Contraband Items.** The Licensee will expressly prohibit the other Permitted Users from possessing within the Licensed University Facilities and otherwise possessing on the Campus, all Contraband Items.
 - 2.6 **Disturbing the Peace.** The Licensee and all other Permitted Users in or on the Licensed University Facilities, the Campus and other University Facilities will behave in a manner that does not disturb the peace of other persons in, on or near the Licensed University Facilities, on the Campus, in/on any other University Facilities, and in the Parkville Commercial Underground.
 - 2.7 **Fire Codes/Permitted Occupancy.** Permitted Users must observe all fire codes, and the Licensee must assure that the number of other Permitted Users will not exceed the number of occupants permitted within any building or interior area that is subject to occupancy by a maximum number of persons.
 - 2.8 **Tobacco Use Policy.** The University is a tobacco-free university. Tobacco products include cigarettes, e-cigarettes, pipes, cigars, hookahs and water pipes, plus the use of smokeless tobacco. Tobacco of any kind is not permitted on the Park University campus. Anyone violating the Tobacco Use Policy will be fined Twenty Dollars (\$20.00) per violation.
 - 2.9 **University Facilities Leased to Third Parties.** The Licensee will assure that all other Permitted Users on the Campus or in other Licensed University Facilities, do not trespass upon or otherwise enter the premises leased rented or otherwise being used with the permission of the University to third parties, or on other University land, including the Parkville Commercial Underground and any other University Facilities (including the operating limestone mine accessed via Coffey Road).
 - 2.10 **Vandalism.** Neither the Licensee nor the other Permitted Users will destroy or vandalize any University Property.
 - 2.11 **Vehicles.** Permitted Users driving motor vehicles must observe all posted speed limits, stop and yield signs, no parking signs and other traffic signs on the Campus, must operate vehicles, including bicycles, in a safe and reasonable manner, and must obey the instruction of all Campus Safety Officers and other University employees. No “tailgating” or other parties, picnics, etc. will be engaged in on Designated Roads, in Designated Parking Lots or any other Campus roads, parking lots, fields or other University Facilities.
 - 2.12 **Weapons.** All Weapons, except firearms carried by law enforcement officers who are on duty, who are required by law to carry firearms when off-duty, or who otherwise have the prior written permission of the University to possess firearms, are “Contraband Items” and prohibited in the Licensed University Facilities, on the Campus and in other University Facilities. This prohibition expressly applies to both concealed and unconcealed weapons.
- 3.0 **Licensed University Facilities Condition/Clean-Up/Set-Up.**
- 3.1 **Licensed University Facilities Condition.** Unless otherwise provided in the License Agreement, the Licensee accepts the Licensed University Facilities in the condition existing on the Effective Date, it being expressly understood and agreed by the Licensee that the University has no obligation to improve or change the Licensed University Facilities during the License Term, unless otherwise specifically set forth in the License Agreement.
 - 3.2 **Set-Up.** Unless otherwise provided in this License Agreement, the University will “set-up” the Licensed University Facilities one time for each day or partial day of use for the Permitted Use. If the Licensee desires any changes in the University’s set-up obligations, it will submit a detailed written request to the University’s Primary Representative. Whether to grant any such requests will be within the sole discretion of the University, but any request that the University grants that requires the use of any University

employee, independent contractor or agent will be conditioned upon payment in advance of any costs that will be incurred by the University. This License Agreement will be amended to include any such agreed upon changes.

- 3.3 **Clean-Up.** Upon termination of this License Agreement, the Licensee will cease its use of the Licensed University Facilities, remove from all University Facilities, including but not limited to the Licensed University Facilities, all of Licensee's Personal Property, and return the Licensed University Facilities to the University in substantially the same condition as the Licensed University Facilities existed when the Licensee commenced use of the Licensed University Facilities on the License Commencement Date. Any of the Licensee's Personal Property that is not removed on or before the License Term Expiration Date will be deemed to have been abandoned, and the University may dispose of the Licensee's Personal Property as the University sees fit, without any obligation to pay the Licensee, any other Permitted User, or any other third party, anything for the abandoned Licensee's Personal Property or its disposition.

4.0 **Violations of the Law.**

- 4.1 **General.** The Licensee and the other Permitted Users, as they use the Licensed University Facilities, will not violate any federal, state or local law, statute, ordinance, rule, regulation, order or notice requirement including, but not limited to those pertaining to the use of alcohol, drugs, explosives, fireworks and firearms, and those governing the collection, transportation, storage, treatment, discharge, release or disposal of hazardous or non-hazardous waste or substances, including, without limitation: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 *et seq.*), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (ii) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 *et seq.*), as amended from time to time ("RCRA"), and such regulations promulgated under RCRA, and (iii) any applicable federal, state or local laws or regulations relating to the environment.

4.2 **Licensee's Employees, if any.**

During the term of this agreement and thereafter, [Third Party's] employees shall be and remain the employees and agents of [Third Party] for all purposes of this Agreement, and [Third Party's] employees shall not be deemed or construed to be employees, agents or servants of the University for any purpose whatsoever. [Third Party's] employees shall not be deemed or construed to be "loaned employees" working for or at the direction of the University, nor "fellow servants" of the University. [Third Party] acknowledges and agrees that the University is not a "joint employer" of [Third Party's] employees. [Third Party] is solely responsible and liable for the performance of all duties, obligations, and responsibilities as an employer of individuals hired or retained by [Third Party] to provide services to the University, including, but not limited to, recruitment, interviewing, hiring, maintenance of personnel records, compliance with Form 1-9 Employment Eligibility Verifications, drug testing, payment of wages, setting wage rates and supervision. [Third Party] agrees and acknowledges that the University does not hire, fire, supervise, or control the rate and method of payment to [Third Party's] employees.

[Third Party] shall comply with all applicable laws, codes, regulations, ordinances and rules with respect to the work to be performed by its agents and employees. Those laws include, but are not limited to, the Fair Labor Standards Act, Missouri Minimum Wage Law, any other applicable state wage statutes and regulations, and all immigration laws and regulations of the United States of America.

[Third Party] agrees to indemnify, defend, and hold harmless the University, its employees, owners, partners, subsidiaries, affiliates, and each of such persons' or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permittees and all other persons or entities affiliated with the University (collectively referred to as the "Indemnities"), and each of them, against and from any and all allegations, demands, claims, liabilities, damages, fines,

penalties or costs of whatsoever nature (including reasonable attorney's fees), and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims"), arising out of or in any way connected with this Agreement, [Third Party's] employees, the Services provided by [Third Party]. [Third Party] further agrees to reimburse the University for all fines, suits, proceedings, claims, demands, debts, obligations, liabilities, judgments, damages or actions (including reasonable attorney fees to defend such actions) of any kind or nature relating to the payment of wages to [Third Party's] employees.

In the event that any Claim is made or any action or proceeding is brought against the Indemnities arising out of or connected with this Agreement, any such Indemnitee may, by notice to [Third Party], require [Third Party], at [Third Party's] expense to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose. Such counsel shall be subject to the prior approval of such Indemnities.

If for any reason the foregoing indemnifications are unavailable to the Indemnitees or insufficient to hold any of them harmless, then [Third Party] shall reimburse Indemnitees for all amounts paid or payable by the Indemnitees as a result of such Claims, which shall include, for example, the costs of defending against any Claims because of the [Third Parties] failure to provide the defense specified above. This indemnification applies regardless of any fault on the University's part, and shall continue in full force and effect subsequent and notwithstanding the termination, expiration or non-renewal of this Agreement.

5.0 **Missouri Child Abuse Laws.** Licensee represents, warrants and agrees that Licensee is aware of the Missouri Child Abuse Laws that protect any person under eighteen (18) years of age ("Child"), and the Licensee and the other Permitted Users who enter the Licensed University Facilities and Campus pursuant to this License Agreement must comply with the Missouri Child Abuse Laws, including but not limited to the required reporting of suspected Child abuse or neglect. The Licensee will expressly require all of the other Permitted Users who have or participate in the care, custody, or control of any Child within the Licensed University Facilities, elsewhere on the Campus or in other University Facilities, who have reasonable cause to suspect that a Child is being, or has been, subjected to abuse or neglect to report the abuse or suspected abuse to: (i) the Missouri Child Abuse and Neglect Hotline described below, and (ii) to the University Campus Safety Office at (816) 584-6444.

MISSOURI CHILD ABUSE AND NEGLECT HOTLINE INFORMATION

The Missouri Department of Social Services, Children's Division, operates the Children's Division Child Abuse and Neglect Hotline Unit (CA/NHU) accepts confidential reports of suspected child abuse, neglect, or exploitation. Reports are received through a toll-free telephone line which is answered seven days a week, 24 hours a day. Members of certain occupational groups, such as teachers, social workers, and physicians, are mandated by law to make reports to the Hotline. Any person may report, and anonymous reports are accepted from individuals who are not mandated by occupation to report. Effective August 28, 2004, Missouri law requires Mandated Reporters to identify themselves when making a report. The toll-free number is 1-800-392-3738. Persons calling from outside Missouri should dial 573-751-3448. Text telephone number: 1-800-669-8689.

6.0 **Monitoring of Permitted Use.** University personnel, including Campus Safety Officers will monitor the Permitted Use, as well as preparations for, and clean-up after, each Permitted Use. Other University management, supervisory or environmental services personnel may also inspect the Licensed University Facilities at any time to assure that Licensee's use of the Licensed University Facilities is in conformity with this License Agreement. The Licensee will direct the other Permitted Users to follow all instructions given by the Campus Safety Officers and University administrative and maintenance personnel. If at any time the use by the Licensee's Permitted User violates any local ordinance or regulation, or any State law, (including but not limited to the Missouri Child Abuse Laws), or if it otherwise violates this License Agreement, that Licensee's Permitted User shall either cease and desist from continuing such non-permitted use and forthwith upon demand of Campus Safety Officers or the University Vice President for Finance and Administration

that Other Permitted Users may be escorted from the Campus and prohibited from returning to the Campus.

- 7.0 **University Personal Property.** Unless otherwise set forth in this License Agreement, the Licensee will provide all of equipment and other items of personal property that the Licensee deems necessary for Licensee to engage in the Permitted Use, and the University is under no obligation to provide any kind of personal property and equipment unless it, in its sole discretion, decides to do so, and if it so agrees, this License Agreement will include that obligation or will be amended to include that obligation.
- 8.0 **Security Deposit.** Any Security Deposit delivered by the Licensee to the University under this License Agreement will be held by the University (without liability for interest) as security for the performance of Licensee's obligations under this License Agreement. Such a Security Deposit will not be an advance payment of any amount to be paid by Licensee to the University, or a measure of Licensee's liability for damages. The University may, from time to time while an event of default remains uncured, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due amounts, or 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 of 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 **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 Users, and the actions of any other persons using the Licensed University Facilities, the Campus or other University Facilities as a result of or related to the Permitted Use.
- 9.2 **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, on the Campus or 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, the Campus or 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 or the Campus by the Licensee on or before the License Expiration Date, and (vi) 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.
- 9.3 **Covenant Not to Sue.** Neither the Licensee nor the other Permitted Users will have any right to, and will not, institute, maintain, or aid in any action in law or in equity, or any legal proceeding whatsoever against the University or University Protected Parties, which is based on, in whole or in part, or which arises out of, or is connected with, this License Agreement or otherwise arising out of the Permitted Use of the Licensed University Facilities, or otherwise arising out of other use of or presence on the Campus or in any other University Facilities.
- 9.4 **Limitation of University Liability.** If, contrary to the preceding Section 9.4, a court permits the initiation of a suit against the University, or other University Protected Parties, then under no

circumstances, including the negligence of University Protected Parties, will the University be liable for any lost revenue or profits or any incidental, indirect, special, or consequential damages that result from the Permitted Use, of or the inability of the Licensee to use the Licensed University Facilities, even if the University has been advised of the possibility of such damages; and in no event will the University's total liability to the Licensee for all damages, losses, claims, and causes of action, whether in contract, tort (including negligence) or otherwise, arising from the Licensee's use of or inability to use the Licensed University Facilities exceed the amount paid to the University by Licensee pursuant to this License Agreement.

9.5 **Payment of University Litigation Fees and Expenses.** The University will have the right to maintain an action in the court identified in Section 10.7, or in any other court of competent jurisdiction to enforce and/or to recover damages for Licensee's breach of the rights and/or obligations created by, or provided pursuant to, a License Agreement. If the University prevails in any court action, the University will be reimbursed by the Licensee for all fees and expenses (including reasonable attorneys' fees) actually and reasonably incurred in connection with the action (including, without limitation, the investigation, defense, settlement or appeal of the action).

9.6 **Cumulative Remedies.** No remedy or election available to the University under this License Agreement will be deemed exclusive but will be cumulative with all other remedies at law or in equity that are available to the University.

10.0 **Miscellaneous.**

10.1 **Amendments.** No amendment to this License Agreement will be effective unless in writing and signed by an authorized representative of the University and by the Licensee or the Licensee's authorized representative.

10.2 **Assignment; Sublicensing.** This License Agreement is personal to the University and to the Licensee. The Licensee may not assign, sublicense or in any way transfer any of its rights or obligations under this License Agreement, in whole or in part, or allow any person or legal entity, other than the other Permitted Users to have access to and use the Licensed University Facilities, without obtaining the University's prior written consent, which consent may be withheld by the University in the University's sole discretion.

10.3 **Counterparts and Facsimile Signatures.** This License Agreement may be executed in counterparts, and each counterpart will be deemed an original and both of which, when taken together, will constitute one and the same instrument. This License Agreement may be executed by facsimile signature which shall be deemed to be an original signature.

10.4 **Discrimination.** Licensee believes in fostering diversity in its educational programs, and Licensee will promote diversity by recruiting and including in its organization members regardless of race, color, religion, gender, marital status, sexual orientation, national origin, age, disability, veteran status and Licensee will not discriminate against such groups or any other group or classes against which discrimination is prohibited by state or federal law, including Title IX of the Education Amendments of 1972 and Title VI of the Civil Rights Act of 1964.

10.5 **Entire Agreement.** The License Agreement into which these Standard Terms and Conditions is incorporated will include these Standard Terms and Conditions and that License Agreement will constitute the entire agreement between the Licensee and the University about its subject matter, and no prior or contemporaneous representations, agreements, or understandings, written or oral, pertaining to any such matters is a part of this License Agreement. This License Agreement may not be amended except in a writing signed by the parties. This License Agreement is effective or binding on the University and the Licensee as of the Effective Date.

10.6 **Force Majeure.** The University will not be deemed in default under this License Agreement due to the inability of the University to perform its obligations by reason of any fire, earthquake, flood,

snowstorm, epidemic, accident, explosion, casualty, strike, lockout, controversy, riot, civil disturbance, act of a public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default under this License Agreement), or any failure or delay of any transportation, electrical, natural gas, water, telephone, or communications system, or any other cause whatever that is beyond the University's reasonable control.

- 10.7 **Governing Law; Venue.** This License Agreement will be governed by the laws of the State of Missouri without regard to its conflicts of law provisions. Venue for all permitted action(s) or proceeding(s) related to this License Agreement, the Permitted Use, the Campus and other University Facilities, including actions by the University to enforce any provision of, or based on any right arising out of, this License Agreement or otherwise, must be brought in the Circuit Court of Platte County, Missouri, and each Licensee and other Permitted User consents to the exclusive jurisdiction of the Missouri courts (and of the appropriate Missouri appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on a party anywhere in the world.
- 10.8 **Joint and Several Liability.** If two (2) or more persons or legal entities have signed or caused to be signed this License Agreement as Licensee, they are and will be jointly and severally liable under this License Agreement.
- 10.9 **No Partnership or Joint Venture.** Neither this License Agreement nor any act of the Licensee or other Permitted User pursuant to this License Agreement will be construed to create any partnership, joint venture, or agency relationship between the Licensee and the University, nor will a Licensee or other Permitted User hold itself out to be vested with any power or right to bind the University contractually or to act on behalf of the University. If during the License Term of a License Agreement the parties use the terms "partner," "partnership," "alliance," "affiliation," or other similar terms, those terms or references refer to a spirit of cooperation between the parties and do not describe expressly or by implication create a legal partnership, joint venture or agency relationship, any responsibility by one party of the actions of the other, or any fiduciary or other duty owed by one party to the other.
- 10.10 **No Third Party Beneficiary.** This License Agreement is intended solely for the mutual benefit of the Licensee and the University, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Licensee or the University.
- 10.11 **Notices.** Any notice or demand required or given in connection with this License Agreement must be in writing and sent by certified mail, return receipt requested, postage prepaid to the notice address for the party set out below:

If to Park University: Park University
 Attention: Vice President for Finance & Administration
 8700 N.W. River Park Drive, PMB 25
 Parkville, MO 64152

And to: Park University
 Attention: Vice President & General Counsel
 8700 N.W. River Park Drive, PMB 93
 Parkville, MO 64152

If to a Licensee: Addressed to the Licensee, care of the Licensee's Representative at the address shown in the License Agreement.

- 10.12 **Partial Invalidity.** Any provision of this License Agreement that proves to be invalid, void, or illegal will in no way alter, impair, or invalidate any other provisions, and such other provisions will remain in full force and effect.
- 10.13 **Representations and Warranties.**
- 10.13.1 **Licensee's Representations and Warranties.** The Licensee represents and warrants to the University that: (i) the Licensee has carefully inspected the Licensed University Facilities, and has determined that they are acceptable and are fit locations and facilities for the Permitted Use, and the Licensee has not relied on any warranty or representation of the University that the Licensed University Facilities are fit for the Permitted Use, (ii) the Licensee has full right, power and authority to execute and perform its obligations under this License Agreement, (iii) all internal corporate actions required by the Licensee's bylaws or other corporate documents have been duly performed, including authorizing the persons who sign this License Agreement on behalf of the Licensee to do so, thus authorizing said signatures to bind the Licensee, (iv) the execution and performance of this License Agreement do not and will not violate any law, rule, regulation, order, writ, injunction or decree of any court or government, domestic or foreign, or any commission, bureau or administrative agency, or any agreement or instrument by which the Licensee is bound, and (v) this License Agreement constitutes the binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies. If the Licensee is a legal entity the Licensee further represents and warrants that: (vi) the Licensee is the type of legal entity shown on the License Agreement, (vii) is organized, existing and in good standing under the laws of the State indicated in this License Agreement, (viii) to the extent required by law the Licensee is authorized to do business in Missouri, and (ix) the Licensee's representative possesses the authority required under Section 10.13.1 to legally bind the Licensee.
- 10.13.2 **University's Representations and Warranties.** The University represents and warrants that it is a nonprofit corporation organized, existing and in good standing under the laws of the State of Missouri, and that the University has the authority to enter into this License Agreement. Except as expressly provided in this License Agreement the University makes no representations or warranties with respect to the Licensed University Facilities, and specifically disclaims all implied warranties, including any implied warranty of fitness for a specific purpose, including the Permitted Use.
- 10.14 **Section Captions.** Section captions in this License Agreement and in these Standard Terms and Conditions are for convenience only and neither limit nor amplify the provisions of this License Agreement.
- 10.15 **Survival of Representations, Warranties, Covenants and Agreement.** All representations, warranties, covenants and agreements made by each party to this License Agreement will survive the expiration of the License Term.
- 10.16 **Waiver.** A waiver by the University of any term, covenant, or condition in this 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.