

BALE

Blueprint for an Advanced Learning Environment

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FACILITIES RENTAL AGREEMENT

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THIS FACILITIES RENTAL AGREEMENT (“Agreement”), entered into on the ____ day of, 200__, by and between The Ohio State University on behalf of its Ohio Supercomputer Center (“Licensor”) and (type of company), With offices located at (street address and city) (“Licensee”). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

I. GRANT. Licensor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a license to use a portion of the building located at 1224 Kinnear Road, Columbus, Ohio 43212 (the “Building”) in the (Conference Room) and/or (Theatre) (Rooms 120B) and (120C) as is more particularly depicted on the floor plan attached hereto as Exhibit “A” (the “Licensed Premises”).

II. USE. The Licensed Premises shall be used by Licensee solely for purposes congruent to the mission of the Licensor, such as conducting training sessions, general meetings related to technology, etc. or other purposes as agreed to by the Licensor. All computer, networking, or presentation equipment needs of Licensee shall be coordinated and finalized no less than two (2) weeks prior to the scheduled event. The coordinator for the Licensor will send a spec sheet to the Licensee that includes a diagram of the room set-up and available equipment. If Licensee’s use of the Licensed Premises will include the serving of beverages or food service of any kind, Licensee must notify Licensor at least two (2) weeks prior to Commencement Time. Alcoholic beverages shall not be served on the Licensed Premises. Licensee’s use of the Licensed Premises shall be in compliance with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations. Licensee further agrees to observe and comply with all rules and regulations adopted by Licensor concerning the use of the Licensed Premises, including, without limitation, all parking regulations.

III. DATE(S)/TIMES OF PERMITTED USE. This Agreement shall commence on (date), 200X at (time) (EST or EDST) (the “Commencement Time”), and shall terminate, unless sooner terminated, at (time) on (date), 200X (“Term”). Access to the Licensed Premises on the Commencement Date shall be coordinated with Dave Kehrle at (614)247-8665 or Kelly Sitz at (614)292-8562. Premises will be available each day between the general hours of 8:00 a.m. through 5:00 p.m. Additional access is determined on a case-by-case basis and maybe subject to an added 15% off-time charge.

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IV. RENTAL FEE. Licensee shall pay to Licensor as a rental fee for the use by Licensee of the Licensed Premises, the sum of (contract amount), plus all other charges to be paid by Licensee under this Agreement (the "Rental Fee"). Licensee shall deposit the sum of (one-half the contract amount) with Licensor upon the execution of this Agreement, which sum shall be applied by Licensor to the Rental Fee upon completion of this Agreement. The balance of the Rental Fee shall be paid in full by Licensee within 30 days from the termination date by Licensor. The Rental Fee includes basic computer and audiovisual set up as existing on the premises. If Licensee requires advanced support in addition to the basic set up, such as access grid operations or visualization preparations, Licensee shall pay Licensor the standard additional fee. Advanced support requires additional 2 hours set up time. See attached cost sheet for specifics. Rental Fee does not include any parking fees that may be required. See Fee Attachment for Specific costs related to your event.

V. INSURANCE. Licensee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000, per occurrence, \$3,000,000 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the State of Ohio, reasonably satisfactory to Licensor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Licensor. Licensee shall deliver to Licensor duly executed certificates of insurance upon request. Licensor shall not at any time be liable for damage or injury to persons or property in or upon the Licensed Premises.

VI. INDEMNIFICATION. Licensee shall indemnify, defend and save harmless Licensor, its Board of Trustees, officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Licensee, its agents, employees, contractors, licensees, invitees, representatives, in, on or about the Licensed Premises. This indemnity shall survive the termination of this Agreement. Licensee hereby releases Licensor from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee covered by any insurance then in force.

VII. "AS-IS" CONDITION. Licensee agrees to accept the Licensed Premises in its "as-is" condition "with all faults".

VIII. ASSIGNMENT AND SUBLICENSING. Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Licensed Premises or any part thereof or permit the use of the Licensed Premises to any party other than Licensee.

IX. TERMINATION. Licensor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Licensee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Licensee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Licensor by law or in equity, Licensor may, with or without further notice, forthwith terminate this Agreement and expel and remove Licensee, or any other person or persons in occupancy from the Licensed Premises, together with their goods and chattels, using such force as may be necessary in the judgment of Licensor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Licensed Premises, and in addition to any other remedy it may have, Licensor may recover from Licensee all damages it may incur by reason of such breach by Licensee.

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X. INTERFERENCE. Licensee shall use the Licensed Premises in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Licensor or others in any way. Licensee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Licensor in maintaining the Building.

XI. RESTORATION. If any damage occurs to the Licensed Premises, or if any repairs or replacements need to be made to the Licensed Premises as a result of Licensee's exercise of its rights under this License, Licensee shall pay Licensor for any such damage, repairs, or replacements upon demand by Licensor.

XII. CANCELLATION. Licensee may cancel this Agreement at any time up to 90 days prior to the Commencement Date by providing written notice of such election to Licensor, at no cost to Licensee. If Licensee shall elect to so cancel this agreement between 89 and 31 days prior to the Commencement Date, Licensee will be charged 50% of the Rental Cost and any expenses incurred in good faith by Licensor in preparation for Licensee's use of the Licensed Premises. For cancellations 30 days prior to Commencement Date, Licensee will be charged 100% of the Rental Costs and any expenses incurred by Licensor. Should Licensor need to cancel this Agreement because the space is required for instructional purposes and no other similar space is available, Licensor shall inform Licensee no less than 14 days prior to the event and will reimburse Licensee for funds deposited with Licensor.

XIII. NOTICE. Any notices required to be given under this Agreement shall be made in writing and delivered by facsimile transmission, by hand or by first class mail to the following addresses:
If to Licensor:

The Ohio State University c/o Ohio Supercomputer Center
1224 Kinnear Road
Columbus, Ohio 43212
Attn: Dave Kehrle or/ Kelly Sitz
Facsimile: (614) 247-7096

If to Licensee:

Name of Company
Street Address
City
Contact Person
Facsimile Number

XIV. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR: LICENSEE:

The Ohio State University
By: _____
William J. Shkurti, Senior Vice
President, Business and Finance

Company
By: _____,
its _____