STANDARD FORM OF SPACE LICENSE AGREEMENT FOR THE TEMPORARY USE OF FACILITIES

(CUBICLE OR ROOM)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

Owner of the Facility (the "Licensor"):

Georgetown Charter Township

Legal Name of the User of the Room (the "Licensee"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Licensee May Begin to Use the Room (the "Start Date"):

March 1, 2016

Date Upon Which the Licensee Must Vacate the Room (the "Expiration Date"):

February 28, 2019

Building Owner and Licensor's Business Address:

1515 Baldwin Street, Jenison, MI 49429-0769

Room User and Licensee's Business Address:

American Red Cross, 9450 SW Gemini Drive, #75048, Beaverton, OR 97008-7105

Street Address Building of the Building Where the Room is Located:

1515 Baldwin Street, Jenison, MI 49429-0769

Permitted Use(s) of Licensed Room (check those applicable):

☐ General Office
☐ Training and/or Testing
☒ Storage

Description of Licensed Room:

100 SF of in-kind space used for storage of Disaster Cycle Services supplies.

This Temporary Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Licensor and the Licensee named above. Under the Agreement, the Licensee is permitted to use and occupy, on a temporary basis, the space described above (the "Room") in the Building at the Location set forth above (the "Building").

1. Grant of License. Licensor grants Licensee the right to use the Room for the Permitted Use(s) described above. This license includes reasonable ingress and egress to and from the Room through the Building's common areas. Licensee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to Licensor unless the Licensor gives written permission to do so. This Agreement is not a lease and Licensee is granted no leasehold interest in the Room.
2. Term. Licensee's right to use the Premises shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Licensee shall vacate the Room. Licensee shall repair all damage caused by Licensee's occupancy, at Licensee's sole cost and expense. Either the Licensor or the Licensee may terminate this Agreement for any reason or for no reason upon ninety (90) days' prior written notice.
3. License Fee. Licensee shall pay, as a license fee, the amount of $ 0.00 .
4. Licensee's Conduct. Licensee agrees to keep the Room good condition and promptly repair all damage to the Premises or the Building caused by Licensee, and not to disrupt, adversely affect or interfere with other occupants of the Building.

5. Condition of Premises and Building. Licensor makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare or repair the Room or the Building for Licensee.

6. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.

7. Insurance. Licensee shall carry the following insurance coverage:

   A. Commercial General Liability with an occurrence limit of at least one-million dollars ($1,000,000) and an aggregate limit of at least two-million dollars ($2,000,000);

   B. Commercial Automobile Liability with a combined single limit of at least one-million dollars ($1,000,000);

   C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at lease one million dollars ($1,000,000.00) per accident, one million dollars ($1,000,000.00) disease – each employee and one million dollars ($1,000,000.00) disease – policy limit.

8. Licensor's Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensor may revoke the license represented by this Agreement if Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensor describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensor shall have all rights and remedies available to it under applicable law.

9. No Assignment. Licensee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.

10. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room, this License shall terminate and Licensee shall have no right to restoration of the Room or to receive any compensation whatsoever.

11. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

12. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.

13. Brokers/Consultants. Licensor and Licensee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.

14. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

AMERICAN NATIONAL RED CROSS AND "LICENSEE:"

By: _____
(Signature)
Name:
Title:
Date:

BUILDING OWNER AND "LICENSOR:"

By: _____
(Signature)
Name:
Title:
Date: