

# LICENSE RENTAL AGREEMENT

## Mazama Mountaineering Center

THIS LICENSE AGREEMENT is executed effective \_\_\_\_\_, by and between MAZAMAS, an Oregon non-profit corporation (“Licensor”), and the \_\_\_\_\_, (“Licensee”).

### RECITALS:

A. Licensor leases the building or room and parking lot located at 527 SE 43<sup>rd</sup> Avenue, Portland, Oregon (the “Premises”).

B. Licensee agrees to use the Premises on \_\_\_\_\_ from \_\_\_\_\_ until \_\_\_\_\_, (include set-up and clean-up time) (the “Term”) for the purpose of \_\_\_\_\_ and all reasonably related activities including (without limitation) restrooms, ingress and egress of participants (the “Allowed Use”). Room(s)rented:\_\_\_\_\_

C. Licensor is willing to grant this License only in reliance upon the provisions hereof that assure Licensor that Licensor shall have no liability related to Licensee’s use of the Premises and that Licensee shall fully indemnify Licensor regarding any claim related to such use.

D. Licensee is required to have a Mazama building supervisor on site at all times who will open and close the building and is responsible for the security and the condition of the building. The representative will follow Mazama procedures when opening, closing and securing the building.

E. Licensee agrees to promote the use of alternative transportation, walking, carpooling, or biking to the MMC.

### 1. GRANT OF LICENSE

Licensor hereby grants to Licensee a temporary, private, non-exclusive license to reasonably use the Premises during the Term and only for Allowed Use on the terms set forth herein (the “License”). The Licensee shall pay to the Licensor as consideration a non-refundable payment in the amount of \_\_\_\_\_. The License shall expire at the end of the Term.

### 2. USE OF PREMISES

The Premises shall be used solely in connection with the event described above and for no other purpose whatsoever. Licensee shall comply with all legal requirements affecting the Premises and its use by Licensee. Licensee shall obtain all permits, certificates and other approvals required by law in connection with its use of the Premises. Licensee shall not commit or suffer any waste upon or about the Premises. Licensee shall deliver the Premises to the Licensor in the exact same condition as existed at the commencement of the Term. Licensee is responsible for all of its agents and visitors and shall ensure that they do not do anything that Licensee is not allowed to do. Any act or omission of any such person shall be attributed to Licensee and Licensee shall be fully liable regarding the same.

### **3. INDEMNITY AND RELEASE; INSURANCE**

3.1 Indemnity. Notwithstanding any negligence of Licensor and/or any other Protected Party, Licensee shall defend, indemnify and hold harmless Licensor, its agents, and the owners and employees of the foregoing (the "Protected Parties") from and against any and all causes of action and claims (and all related liabilities, costs, and attorneys fees) arising from or related to (a) the grant of this License, (b) any breach of any provision hereof by Licensee, and (c) Licensee's use of the Building or Premises or anything done, permitted, suffered or omitted by Licensee or any of its agents or visitors in or about the Premises.

3.2 Release. As a material part of the consideration to Licensor, Licensee hereby assumes all risk of damage to property, injury and/or death to persons in or about the Premises or the Building and waives all claims against Licensor and/or the other Protected Parties on account of the same. Licensee agrees that it shall take all safety measures necessary to ensure the safety of all persons using of the Premises.

3.3 Waiver. To the full extent allowed by law, Licensee hereby waives any defense against or limitation upon its liability to Licensor created by law and/or by the indemnification or other provisions of this License.

3.4 Insurance. Licensee shall maintain in full force and effect Comprehensive General Liability Insurance on an occurrence basis with a minimum limit of \$1,000,000 combined single limit, naming Licensor as Additional Insured. Such insurance shall insure Licensee's indemnity obligations herein. Such insurance shall insure Licensor and the other Protected Parties regardless of whether a claim is also made against Licensee and regardless of whether Licensee has any liability with respect to such claim. A certificate of all such insurance shall be delivered to Licensor prior to Licensee entering the Premises. Any insurance maintained by Licensor will apply in excess of, and not contribute with, insurance provided by Licensee.

### **4. DEFAULT BY LICENSEE**

Time is of the essence hereof. Licensee shall be in default if Licensee fails to perform any obligation hereunder as and when due. In the event of such a default, Licensor shall have, in addition to all rights and remedies allowed by law, the right to terminate immediately this License and/or Licensee's right to use the Premises.

### **5. LIMITATION OF LIABILITY**

Notwithstanding any alleged or actual negligence or other misconduct by Licensor, Licensor shall not be liable for injury or damage to the person or property of Licensee, Licensee's agents, guests, or any other person in or about the Premises. For purposes of this Section 5, the term "Licensor" means and includes the Licensor named below and the other Protected Parties. All limitation of liability, release and indemnity provisions hereof in favor of Licensor shall apply notwithstanding any actual or alleged negligence or other wrongdoing of Licensor.

### **6. ALCOHOL USE**

Licensee must observe all Oregon Liquor Control Commission (OLCC) regulations if alcohol is to be served. Licensee must hold a temporary Servers License from the OLCC and provide OLCC permitted servers or employ an OLCC licensed caterer permitted to sell and serve alcohol. Licensee must

provide proof of OLCC licenses and permits 15 days prior to the scheduled rental. Failure to provide proof of applicable licenses and permits may result in the cancellation of the rental.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the date first above written.

LICENSOR:

Mazamas, an Oregon non-profit corporation

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

LICENSEE:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_