

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

A revocable license affecting the property described and for the purpose designated below is hereby granted to the Licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

3. ADDRESS

4. PROJECT DESIGNATION AND ADDRESS

5. MAXIMUM PERIOD COVERED

FROM

TO

6. CONSIDERATION

\$

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibits _____ attached hereto and made a part hereof.)

8. PURPOSE OF LICENSEE

9. BY THE ACCEPTANCE OF THIS LICENSE, THE LICENSEE AGREES TO ABIDE AND BE BOUND BY THE FOLLOWING CONDITIONS:

I. SPECIAL CONDITIONS

1. No alcoholic beverages permitted unless a written waiver has been granted in accordance with the Federal Property Management Regulations. (FPMR).
2. No smoking, food or beverages allowed without permission of the Building Manager, and then, only in designated areas.
3. No posters or banners to be affixed to the premises without the permission of the Building Manager.
4. Displays shall not impede ingress or egress to the building.
5. Licensee must comply with all rules and regulations governing the use of the above space as stated in DAO 206-5 on Occasional Use of Public Areas in Public Buildings.

That condition(s) No.(s)

was (were) deleted before the execution of this license.

LICENSOR

LICENSEE

DATED

ACCEPTED

THIS DAY OF

YEAR

THIS DAY OF

YEAR

BY (Signature)

BY (Signature)

TITLE

TITLE

TITLE

TITLE

IF LICENSEE IS A CORPORATION THE FOLLOWING CERTIFICATE OF LICENSEE MUST BE EXECUTED:

CERTIFICATE OF CORPORATE LICENSEE

I _____, certify that I am the _____ Secretary of the corporation named as licensee herein; that _____ who signed said license on behalf of the licensee was then _____ of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)

(SEAL)

(Signature)

II. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Department of Commerce, hereinafter referred to as DOC.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.

d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the Licensee shall at all times keep the premises in a sanitary condition satisfactory to DOC.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of DOC and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to DOC upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by DOC.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the licensee installed or located on the property affected by this license shall be removed upon 30 days' written notice from DOC.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to DOC.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to DOC.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as DOC may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of DOC.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.