



FACILITIES RENTAL AGREEMENT

I, a limited liability company ("Renter") and STRIDE Academy of St. Cloud non profit corporations ("Licensor"), are entering into this Facilities License Agreement (this "Agreement") as of (the "Effective Date"). Licensee agrees to the terms and conditions set forth herein and agrees that all terms and conditions that must be met prior to use will be met in accordance with the requirements of the Licensor. Licensee understands that said License shall not occur until all requirements have been met.

Basic Information

Licensor: STRIDE Academy Charter School

Address of Licensor: 3701 33rd Street South, St. Cloud, MN 56301 or 3241 Oakham Lane, St. Cloud, MN 56301

Contact: Nathan Schwieters nschwieters@strideacademy.org

Licensee:

Contact:

The facility/facilities for which Licensee shall be granted a license use pursuant to the terms and conditions of this Agreement consist of (the "Facility"):

Commencement Date:

Times and Dates of Use:

Termination: The term of this Agreement shall terminate on _____ (the "Term"). In the event that Licensee desires to extend the Term, Licensee shall provide prior written notice to Licensor one (1) calendar month prior to the expiration of the Term, and Licensor shall provide a response within fifteen (15) business days after receipt of such notice, with such terms as may be acceptable to Licensor. Licensor shall have no obligation to extend the Term.

Use Fee: A Use Fee of \$100.00 per night shall be payable to Licensor upon billing during the first month of use.

Permitted Use: The Permitted Use shall be for the operation of a licensed program.

List of Exhibits

These Exhibits (if any) are part of this Agreement: Exhibit B- Special Conditions of Use.

1. Indemnification

Licensee agrees to conduct its activities in the Facility in a careful and safe manner. As a material part of the consideration to Licensor, Licensee hereby assumes all risk of damage to and loss or theft of property, as well as injury or death to persons, related in any way to Licensee's use or occupancy of any portion of the Facility from any cause whatsoever, including when caused in whole or in part by Licensor, and Licensee hereby waives all claims in respect thereof against Licensor. Licensee shall indemnify, defend, and save harmless Licensor and Licensor's affiliated entities, and all of their employees, agents, directors, officers and representatives (each an "Indemnified Party" and collectively, the "Indemnified Parties") from any and all claims, notices of claim(s), demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and costs and/or litigation expenses (including expert witness fees), which may be brought or made against or incurred by any Indemnified Party (each a "Claim" and collectively, "Claims"), including without limitation, on account of loss of or damages to any property and/or for injuries to or the death of any person(s) arising in whole or in part out of any act or omission by Licensee or its employees,

agents, representatives, invitees, penates, licensees, guests, patrons, agents, contractors or subcontractors (each a "Licensee Party" and collectively, the "Licensee Parties"), or Claims arising either directly or indirectly, either in whole or in part out of its and/or a Licensee Party's use of the Facility (including without limitation any loss or damages caused by any Licensee Party for disparaging acts or statements of any Indemnified Party), or Claims arising in whole or in part out of workers' compensations claims or unemployment disability compensation claims of employees of Licensee or out of claims under similar such laws.

2. Mandatory Insurance Requirements; Waiver of Subrogation

Licensee shall, at Licensee's expense, procure and maintain at all times during the term of this Agreement and shall have in effect prior to any entry onto the Facility a policy of commercial liability insurance insuring Licensors and Licensee against any liability arising out of the ownership, use, occupancy, or maintenance of the Facility and appurtenant areas. Such insurance shall at all times be in an amount of not less than \$1,000,000.00 for injury to or death of any one person in any one accident or occurrence and in an amount of not less than \$2,000,000.00 for injury to or death of more than one person in any one accident or occurrence, and in an amount of not less than \$1,000,000.00 for liability for property damage. The limits of such insurance shall not limit the liability of Licensee. All insurance required hereunder shall be with companies rated 8+ or better in "Best's Insurance Guide" and shall name Licensors as an additional insured or loss payee, as applicable. Within ten (10) days of the execution hereof, and prior to any entry onto or use of the facility and as hereinafter provided, Licensee shall deliver to Licensors certificates of insurance evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Licensors and such policies shall name Licensors as an additional insured, provided that if Licensee fails to procure and maintain such insurance, Licensors may (but shall not be required to) procure same at Licensee's expense after ten (10) days prior written notice to Licensee. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Licensors may carry. Licensee shall obtain a written obligation on the part of each insurance company to notify Licensors at least thirty (30) days prior to cancellation of such insurance. Licensee shall, within thirty (30) days prior to the expiration of such policies, furnish Licensors with renewals or binders or Licensors may order such insurance and charge the cost to Licensee, which amount shall be payable by Licensee upon demand. All outside groups, including any third party vendor of Licensee, using Licensors facilities must comply with these requirements, and evidence of all such insurance shall be required before any entry onto the Facilities by any such third party.

Licensors and Licensee each hereby release the other from any and all loss, liability or damage, by way of subrogation or otherwise, for any loss or damage to property or injury to person or persons caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the released party; provided, however, that this release shall be applicable only to the extent such loss, liability or damage is covered by the insurance policies of Licensors or Licensee, as the case may be, provided that such release shall not adversely affect or impair the coverage of such policies or prejudice the right of the Licensors or Licensee, as the case may be, to recover thereunder. Each party shall obtain any special endorsements required by its insurer to provide evidence of compliance with this paragraph.

Licensee shall, at its sole cost and expense, procure and maintain through the Term of this Agreement a policy or policies of insurance insuring Licensee of all of its machinery, equipment, furniture, fixtures and personal property which may be located in, upon or about the Facility for the benefit of the Licensee in an amount equivalent to the full replacement value thereof for the purposes of insuring against loss or damage by fire or such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a Licensee's machinery, equipment, furniture, fixtures, and personal property located in a building or parking facility similar in construction, general location, use, occupancy and design of the Facility. In the event of any loss insured by policies provided by the Licensee and by the Licensors, the Licensee's insurance coverage shall be primary.

3. Re-license

The Licensors reserves the right to re-license or lease any portion of the facilities that become vacant during the term of this Agreement or any area wherein the agreement therefore has been voided or canceled by either party. If the Licensors re-licenses or re-leases because of Licensee's default, no refund will be due first Licensee of any sums paid in advance, e.g., the Licensors may have incurred expenses in connection with the Licensee. Licensors may enter into additional licenses, rental agreements and leases with other third parties, provided such agreements do not otherwise interfere with Licensee's use of the Facilities pursuant to the terms for this Agreement.

4. Assignment and Subletting

Licensee shall not assign or sublet any of the Facility or any area therein or any rights under this Agreement without prior written approval from Licensors, which approval may be granted or withheld in the Licensors's sole and absolute discretion.

5. Alteration of Premises

Licensee shall take the Facility in the condition found, in AS-IS, WHERE-IS condition, and shall not be permitted to make any alterations, improvements or repairs to the Facility. Licensors makes no representation or warranty as to the condition of the Facility, or whether the intended use of the Facility by Licensee is permitted by all codes, laws and regulations.

6. Damage to Buildings and Contents

Licensee shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures, equipment, and any other personal or real property sustained from such Facility use, whether caused by the Licensee or any Licensee Party, ordinary wear and tear accepted. Damages to the Facility resulting from use by the organization or any of the foregoing individuals shall be repaired by the Licensors and will be billed to the Licensee. Failure to pay for the damages within ten (10) business days of receipt by Licensee, may be cause for canceling the use agreement and Licensee shall be in default under this Agreement. In the event legal remedies are necessary, Licensee may be responsible for all attorney's fees and costs incurred, and Licensors shall have all rights and remedies at law or in equity. No decorative or other materials shall be attached to any part of the building or any structure so as to damage the building or structure. All decorative or other materials shall be of a noncombustible type or shall be suitably treated with a flame retardant approved by the fire department. Nor shall any persons bring, exhibit, or set off fireworks or explosives on the premises.

7. Machinery, Flammable Liquids

No person shall erect any engine, motor, rocket, or other machinery on the premises, nor use any gas, flammable liquid, or charcoal theorem without written approval from the Licensors. No hazardous materials shall be stored or permitted within the Facility by Licensee.

8. Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies

No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, lighting fixtures, fire lanes or hydrants, or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed or caused to be used for any purpose other than that originally intended by the Licensors. Any damage resulting from the misuse of any portion of the Facility shall be repaired by the Licensors and billed to the Licensee, and Licensee shall be obligated to pay such amounts to Licensors within ten (10) business days of receipt by Licensee. The failure to pay such amount(s) may be cause for canceling this Agreement and Licensee shall be in default under this Agreement.

9. Liability for Licensee Property

The Licensors shall not be liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the Facility. Properties shall not be delivered until the Licensee has made proper arrangements for receiving, handling, and storage of such material and shall not be delivered without the prior written consent of Licensors which may be refused or denied in Licensors's sole and absolute discretion.

10. Lost or Misplaced Articles

The Licensors shall have the sole right to collect and have the custody of articles left on the premises by Licensee or any Licensee Party and to provide the disposition thereof. Such articles shall be kept on the premises for thirty (30) days and then disposed of, as the Licensors deems advisable. The Licensors shall assume no responsibility for losses suffered by the Licensee or any Licensee Party that are occasioned by the theft or disappearance of equipment, articles, or other personal property.

11. Abandoned Equipment

Any equipment or effects of the Licensee remaining on the premises for more than ten (10) days after the expiration of the Term or earlier termination of the Agreement shall be deemed abandoned and may be disposed of by the Licensors as deemed advisable by the Licensors.

12. Entrance and Exit

All persons shall use and all articles, exhibits, fixtures, displays, and other equipment shall be brought into and out of the Facility only at designated entrances and exits. Vehicular traffic or parking in areas a the Facility not designated for such purposes shall require prior approval by the Licensors. If no prior written approval has been granted, vehicles may be towed at Licensee's expense.

13. Permits and Licenses

The Licensee has the responsibility to obtain any additional permits and licenses required by, and shall permit inspection by, appropriate personnel, e.g., health permits, special use permits or inspection by the fire marshal. Licensors makes no representation or warranty whatsoever that the Licensee's intended use of the Facility is in compliance with any codes, laws or regulations.

14. Security and Safety Patrol

The Licensee shall employ, at the Licensee's sole cost and expense, such security and safety personnel as are required in accordance with applicable laws, rules, ordinances and municipality requirements or as otherwise required or approved by the Licensor.

15. Observance of the Law

The laws of the State of Minnesota, the courts of which state shall have jurisdiction of the subject matter hereof, shall govern this agreement. Licensee shall comply with all laws, rules, codes and regulations of the United States and the State of Minnesota and with all applicable municipality ordinances, including any rules and regulations for the Facility under the charge and control of the Licensor. Violations by the Licensee may result in the cancellation of the agreement and discontinuance of the use of the Facility.

To the extent Licensee's use of the Facility involves the performance of copyright protected material or the recording of such performance, Licensee agrees to obtain any necessary copyright licenses or permissions associated with such performance and any recording of such performance by the Licensee or any individual acting on behalf of the Licensee. In the extent a claim is made against the Licensor arising out of any alleged copyright infringement as a result of Licensee's use of the Facility, Licensee agrees to indemnify, defend and hold the Licensor harmless for, from and against any and all damages, including attorney's fees. In the event of any action, suit or proceeding arising out of or resulting from or based upon the agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs in connection therewith in addition to the costs of that action, suit or proceeding.

16. Objectionable Performances of Persons

Any use of the Facility that is contrary to public policy or that is not in the best interest of the Licensor, or is in any violation of any law, shall be a violation of the agreement, and any performer or any other person whose conduct is objectionable, disorderly, or disruptive to facility use, or in violation of any law, shall be refused entrance or shall be immediately removed from the premises by the Licensor.

17. Relationship

The parties agree that neither Licensee nor any employees or other personnel of Licensee will for any purpose be considered employees of Licensor, and with respect to Licensee and any employees or other personnel of Licensee, Licensor shall not be responsible in any manner for the supervision, direction, and control of Licensee and/or any of its employees or other personnel, the payment of salary (including the withholding of income taxes and social security) of any such employees or other personnel, and/or provision of workers' compensation and disability benefits for any such employees or other personnel.

18. Signs, Poster, and Literature

The licensee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar, or in any manner deface said premises, and will not permit nails, hooks, or screws to be installed on any part of the Facility, building, structures or premises. Signs may be posted only on billboards provided for such use, and all signs advertisements, poster, etc., must be related to the performance or exhibition to be given on the premises. The hanging of pictures, banners, or any other items on walls or draperies requires prior written approval by the designee of the Licensor.

The Licensee shall not distribute or circulate or permit to be circulated any advertising matter or program at the entrance to or on any part of the premises that does not pertain completely to the immediate attraction. Such material must have prior approval from the Licensor, and at no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to the facilities.

19. Advertising

All advertisement of performances and/or attractions for which an admission is to be charged must state the total admission prices. The Licensee shall not advertise any performance or the appearance of any performer unless and until agreements between all parties involved have been properly executed prior to signing the agreement with the Licensor. All advertising must clearly state the sponsoring agent.

20. Facility Capacity

Persons will not be permitted inside any Facility in excess of its established capacity. Enforcement of the requirements rests solely with the Licensee.

21. Re-entry by Licensor

Licensor reserves and shall at all times have the right to re-enter the Facility to inspect the same, to supply janitor service (which such janitorial service will be provided for the Facility, provided, however, Licensee shall provide all supplies at its own cost and expense), security guards (if any) and any other service to be provided by Licensor to Licensee hereunder, to show said Facility to prospective purchasers, mortgagees or tenants, to post notices of non-responsibility, and to alter, improve or repair the Facility or any portion of the building or

campus, without abatement of rent and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structure in and through the Facility where reasonably required by the character of the work to be performed, provided entrance to the Facility shall not be blocked thereby, and further provided that the business of Licensee shall not be interfered with unreasonably. Licensee hereby waives any claim for damages for any injury or inconvenience to or interference with Licensee's business, any loss of occupancy or quiet enjoyment of the Facility, and any other loss occasioned thereby. For each of the aforesaid purposes, Licensors shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Facility, and Licensors shall have the right to use any and all means which Licensors may deem necessary or proper to open said doors in an emergency, in order to obtain entry to any portion of the Facility, and any entry to the Facility or portions thereof obtained by Licensors by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Facility, or an eviction, actual or constructive, of Licensee from the Facility or any portion thereof. Licensors shall also have the right any time, without the same constituting an actual or constructive eviction and without incurring any liability to Licensee therefore, to change the arrangement and/or location of entrances or passageways, doors and doorways and corridors, elevators, stairs, toilets or other public parts of the building or campus and to change the name, number or designation by which the building or campus is commonly known.

22. Insolvency or Bankruptcy of Licensee

The appointment of a receiver or Trustee in Bankruptcy to take possession of all or substantially all of the assets of Licensee, or an assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency, bankruptcy or reorganization act, shall, at Licensors's option, constitute a material breach of this Agreement by Licensee. Upon the happening of any such event or at any time thereafter, this Agreement shall terminate five (5) days after written notice of termination from Licensors to Licensee and Licensors, at its option, may immediately take possession of the Facility without being deemed guilty of any manner of trespass or forcible entry or detainer, and at Licensee's expense and risk may remove and store Licensee's possessions and property. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Licensee under any bankruptcy, insolvency or reorganization proceedings.

23. Priority of Licensors Activities

The Licensors activity will take priority as to the use of all areas within the building, campus and any areas outside of the building. In the event of any conflict, Licensors should make every effort to both inform the Licensee of this situation as soon as possible and preferably no later than forty-eight (48) hours before the Licensors activity is scheduled to take place. Licensors shall have no obligation to find a replacement facility or location for Licensee.

24. Casualty

In case of fire, casualty, or other unforeseen occurrences that render impossible the fulfillment of an agreement by the Licensors, said agreement shall be immediately terminated by the designee of the Licensors. In such cases, payments shall be paid only for the time the Facility is actually used. The Licensee shall waive any and all claims for damages in the event of such termination.

25. Default; Termination

In the event that the Licensee fails to pay any fee or other sum required to be paid by Licensee hereunder when due or otherwise fails to comply with or observe any other provisions of this Agreement (or any of Licensors's rules, regulations or procedures), in addition to any other remedy that may be available to Licensors by reason of such failure, whether at law or in equity, Licensors may immediately and unilaterally terminate this agreement and all rights of Licensee hereunder-including any right of adjustment of amounts paid hereunder. The Licensee, in accepting this Agreement, shall agree that the Licensors shall not be liable to prosecute, nor be held liable for damages in the event that the Licensors declares the Licensee in default thereof. In the event that Licensors terminates this Agreement, then any amounts previously paid by Licensee shall be prorated and any amounts applicable to time periods that have not yet occurred, shall be returned to Licensee.

Licensee shall be in default of this Agreement in the event that Licensee files for bankruptcy or if insolvent

In the event of any default by Licensors, Licensee shall provide written notice to Licensors of such default whereby Licensors shall have fifteen (15) days e Notice Period") to cure such default, or provide a response that it will take no action to cure such default. In the event that Licensors delivers written notice to Licensee that it has elected to take no action or in the event that such default continues to exist at the expiration of the Notice Period, Licensee, as Licensee's sole and exclusive remedy shall have the right to elect within five (5) days after the expiration of the Notice Period to either: (a) waive such default and continue with the terms of this Agreement, with no right of setoff, adjustment or other remedy, or (b) terminate this Agreement. In the event that Licensee elects to terminate this Agreement, then any amounts previously paid by Licensee shall

be prorated and any amounts applicable to time periods that have not yet occurred, shall be returned to Licensee.

Licensee hereby waives and covenants not to assert any right to seek or obtain any monetary damages resulting from any breach by Licensor (including without limitation, incidental, actual, consequential, punitive or damages for lost profits).

Notwithstanding anything to the contrary contained herein, this Agreement may be terminated (a) by Licensor, at any time, or (b) by Licensee at any time, provided that such party terminating the Agreement provides written notice prior to such termination no later than one (1) academic calendar year in advance of such termination (for purposes of clarification only, and by way of example only, in the event a party desires to terminate this agreement for the academic calendar year 2025 to 2026, notice would be required prior to the commencement of the academic calendar year of 2024 to 2025).

26. Change in Laws

In the event that a change to any laws, statutes, codes or regulations governing the Licensor's operations, non-profit status or its charter, would cause Licensor to be in violation of such laws, codes or regulations as a result of this Agreement, in addition to any other rights that Licensor may have under this Agreement, Licensor shall have the right to terminate this agreement by providing thirty (30) days prior written notice to Licensee.

27. Amendments to Contract

No modification of this Agreement shall be effective unless it is in writing and is signed by all parties.

28. Specific Terms of Use

When using the Facility, or any portion thereof, Licensee agrees to comply with all applicable state, federal or municipality laws and regulations, and with the policies and regulations of the Licensor pertaining to the use and occupancy of the Facility. Licensee agrees to take good care of the Facility and any equipment, personal property, fixtures and furniture located therein, and to leave the Facility at all times in as good order and condition as existed prior to Licensee's use thereof. Licensee shall not use or allow any portion of the Facility to be used for any unlawful purpose. Licensee shall not commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by the Licensor. Licensee shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such portion of the Facility. All activities must be under competent adult supervision supplied by the Licensee.

Licensee shall provide additional adult supervision, custodial support, or security, as may be required pursuant to any law or regulation and as may be required by the Licensor.

The following specific rules shall be observed while using any Facility, and the Licensee shall be held responsible for enforcing them and for any damages growing out of any violation thereof:

- The use of tobacco or tobacco related products in any form, are prohibited at any facility. Drinking of alcoholic beverages or gambling anywhere in or on the premises is prohibited. Food and drinks shall not be allowed inside school gymnasiums or inside any buildings, without the prior written approval of licensor.
- Persons attending functions shall confine themselves to the specific part of the Facility assigned in this Agreement. The use of school equipment or supplies shall not be permitted without permission of the Licensor as outlined in this Agreement.
- Facilities must be vacated by 9:30 P.M. unless permission is otherwise granted specifically in this Agreement. It is the responsibility of the Licensee to see that this requirement is administered.
- The Director of Operations of the school involved and the Licensor shall judge jointly whether proper care and policing of the Facility are being carried out during the period of use.
- That preparation of the ground for the Licensee's program shall not interfere in any way with the school program at any site. Licensees may not work on grounds' preparation during school hours.
- To finish all needed materials for the operation of the Licensee's program without cost or obligations to the Licensor.
- The insurance of keys to facilities is to be discouraged. However, if no alternative is suitable, it shall be the Principal's responsibility to issue and retrieve facility keys according to the Licensor's key control

procedures.

- The Licensee shall make no modifications of the school premises for activities, without the written approval by the Licensor.
- Nothing shall be sold, given, exhibited, or displayed for sale without prior permission from the school and Licensor. Any sales are prohibited unless their proceeds will be used for charitable or non-profit educational purposes.
- A concession stand shall be opened for operation only with prior written approval by Licensor, and only on dates when dates are regularly scheduled.
- That glass containers and other breakable articles shall not be distributed by the concession stands or used at the Facility.
- That public address systems, when used, shall be operated with a volume setting low enough to avoid disturbance of households in areas adjacent to the schools. Excessive loudness, unnecessary announcements, and extraneous comments are to be avoided.
- That no team practice or regularly scheduled activity shall begin at such time as to interfere with the school program at any site.
- That the Licensee shall exercise no control or jurisdiction over the property of the Licensor, the improvements, or the premises except to have policing privileges of the grounds during the time that the Licensee's activities are being conducted, and except as otherwise provided herein.

29. Use of Licensor Kitchens

No Licensor kitchen facility shall be used unless specifically agreed upon by Licensor in Exhibit A of this Agreement.

30. Special-Interest Groups

Setup and rearranging of chairs, etc., is the responsibility of the Licensee. The storing of personal property may be a part of this Agreement, contingent upon space availability at the designated site. A fee shall be charged for the storage of equipment/personal property. The fee shall be based upon the monthly cost per square foot of space utilized.

31. Facility Space; Abandonment; Holding Over:

To take proper care of the Facility during the period of their use by Licensee and to return the Facility to the Licensor no later than the expiration of the Term in good condition, excepting normal wear and tear (as determined by the Licensor). If the Facility has not been restored to original condition by the expiration of the Term, the Licensor shall restore the Facility, and the cost of such restoration shall become the financial obligation of the Licensee. Should said obligation exceed the deposit on file with the Licensor, if any, the balance thereof will be billed to the organization and must be paid within the period set forth in the invoice from the Licensor. Failure to meet this payment obligation within a reasonable amount of time shall constitute proper reason for disallowing further use of the Facility by Licensee, and Licensor shall be permitted to pursue any and all remedies at law or in equity.

Licensor agrees that as long as Licensee is not in default under this Agreement and provided that such action does not invalidate or impair any insurance required to be maintained under this Agreement, Licensee shall have the right to voluntarily vacate, or cease to use the Facility for a period of ten (10) consecutive days at any time during the term of this Agreement without such action in and of itself constituting a default under this Agreement. If Licensee shall abandon, vacate or surrender said Facility or be dispossessed by process of law, or otherwise, any personal property belonging to Licensee and left on the Facility shall be deemed to be abandoned, at the option of Licensor.

Subject to the rights and remedies of Licensor hereof and in addition thereto, in case of holding over by Licensee after expiration or termination of this Agreement or any extensions thereof, Licensee will pay monthly, as a Use Fee, an amount equal to one and one-half (1-1/2) times the amount of the Use Fee set forth in the Basic Information hereof during each month of the holdover period. No holding over by Licensee after the Term of this Agreement, either with or without the consent and/or acquiescence of Licensor, shall operate to extend the Agreement for a longer period than one (1) month unless (a) a holdover agreement in writing specifies a longer period, or (b) this Agreement is extended in writing; this provision shall not be deemed to be a waiver of Licensor's right of re-entry or any other right hereunder or at law or equity.

32. Miscellaneous

The failure of Licensors to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or Licensee's delay in the exercise of any such rights shall not release Licensee from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of Licensors to insist upon strict performance of this Agreement.

This Agreement constitutes the entire agreement and understanding between the parties concerning the matters addressed herein, may not be modified orally, and supersedes any and all previous agreements or understandings, whether written or oral, between or among the parties relating to such matters.

Licensee agrees to not discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap. The individual signing below on behalf of the Licensee hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Licensee and that this Agreement is binding upon the Licensee in accordance with its terms.

Licensee shall permit Licensors (or its designees) to erect, use, maintain, replace and repair improvements, pipes, cables, conduits, plumbing, vents and telephone, electric and other wires or other items in, to and through the Facility, as and to the extent that Licensors may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Facility and campus.

33. Utilities and Services:

The Use Fee shall be inclusive of normal and customary use of electricity, water, internet (via a guest or separate Wi-Fi network, provided by the Licensors as part of its existing network infrastructure) and janitorial cleaning service (provided, however, such janitorial cleaning service shall not include providing any cleaning supplies or materials to Licensee). Licensee shall be solely responsible for all materials and supplies for its permitted use. In the event of any interruption to the foregoing services to any extent, or any cessation thereof, Licensors shall not be liable in any respect for damages to either person or property, nor shall such event be construed as an eviction of Licensee, nor work an abatement or offset of the Use Fee, nor relieve Licensee from fulfillment of any covenant or agreement hereof. Further, should any of the equipment or machinery break down, or for any cause cease to function properly, Licensee shall have no claim for rebate of any Use Fee or damages on account of an interruption in service occasioned thereby or resulting therefrom.

34. Confidentiality

Licensee acknowledges that the content of this Agreement and any related documents are confidential information. Any information regarding Licensors or its operations that Licensee (or any Licensee Party) may obtain through its use of the Facility under this Agreement shall also be confidential. Licensee and each Licensee Party shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Licensee's members and managers and Licensee's financial, legal, and consultants.

35. Waiver of Jury Trial

AS A MATERIAL PART OF THE CONSIDERATION UNDER THIS AGREEMENT, THE PARTIES EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY IF LITIGATION ARISES IN CONNECTION WITH THIS AGREEMENT.

Licensors

Renters

Print Name _____

Print Name _____

Signature _____

Signature _____

Date _____

Date _____