

LICENSE AGREEMENT

Made and entered into this _____ day of _____, 2011

by and between

THE TWENTIETH CENTURY CLUB
4201 Bigelow Boulevard
Pittsburgh, PA 15213

hereinafter referred to as "LICENSOR".

AND

THE UNIVERSITY OF PITTSBURGH - OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, a Pennsylvania not-for-profit corporation, with its principal place of business at 4200 Fifth Avenue, Pittsburgh, PA 15260, hereinafter referred to as "LICENSEE".

WHEREAS, the LICENSOR owns certain real property located at 4201 Bigelow Boulevard, Pittsburgh, PA 15213 and is willing to license the use of

thereon;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. The LICENSOR hereby grants to LICENSEE a license to use

_____ for _____.

2. The term of this license shall begin on _____, 2011, and continue through _____, 2011.

3. LICENSEE shall pay a license fee of \$ _____, for use of the described premises.
4. LICENSOR, at its sole expense, shall be responsible entirely for compliance with all laws, regulations, and ordinances relating in any way to the physical nature of the Premises and/or the Building, as well as the fixtures and equipment therein, and access thereto, including without limitation, all fire codes, building codes and all applicable provision(s) of the Federal Americans with Disabilities Act, Pub. L. 101-336, July 26, 1990, as amended. As between LICENSOR and LICENSEE, the LICENSOR shall be responsible fully for taking all readily achievable measures to remove barriers and to provide auxiliary aids, as required by law.

LICENSOR agrees to indemnify and hold the LICENSEE, its agents, officers and employees, harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees, made as a result of lack of compliance, or alleged lack of compliance, as described above. In case of any action or proceeding brought against the LICENSEE by reason of any such claim, LICENSOR, on notice from LICENSEE, agrees to defend such action or proceeding by counsel acceptable to the LICENSEE.

5. Notwithstanding anything herein to the contrary, the LICENSOR and all parties claiming under them hereby release and discharge the LICENSEE from all claims and liabilities arising from or caused by any hazard covered by insurance on the Building or Leased Property, regardless of the cause of the damage or loss. This release shall apply only to the extent that such loss or damage is covered by insurance and only so as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies.

6. All notices required pursuant to this license agreement must be given by certified mail or registered mail, addressed to the proper party, at the following address:

To the LICENSOR: The Twentieth Century Club
 4201 Bigelow Boulevard
 Pittsburgh, PA 15213

To the LICENSEE: Purchasing Services
 Attn: Manager, Purchasing Services
 3328 Cathedral of Learning
 Pittsburgh, PA 15260
 Facsimile: 412-624-9339

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SAMPLE

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

ATTEST:

THE TWENTIETH CENTURY CLUB

By: _____

Title: _____

ATTEST:

UNIVERSITY OF PITTSBURGH -OF THE
COMMONWEALTH SYSTEM OF HIGHER
EDUCATION

By: Thomas E. Youngs, Jr.

Title: Manager, Purchasing Services

SAMPLE