

**LICENSE AGREEMENT**  
**BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN,**  
**AND**  
**CITY OF ANN ARBOR**

**THIS LICENSE AGREEMENT** (“License Agreement”), is made in Ann Arbor, Michigan, by and between **THE REGENTS OF THE UNIVERSITY OF MICHIGAN**, a Michigan constitutional corporation (the “University”) and **THE CITY OF ANN ARBOR**, a Michigan municipal corporation whose address is 301 East Huron Street, Ann Arbor, Michigan 48104 (“Licensee”), is based upon the following:

RECITALS:

**A.** University owns a building known as **The University of Michigan Museum of Art**, located at **525 S. State Street, Ann Arbor, Michigan** (the “Building”).

**B.** Licensee desires that University grant to Licensee a license for Licensee to use that portion of the Building identified as the “License Area” on Exhibit A (the “License Area”) solely for the purpose of operating a temporary satellite City Clerk’s Office for the 2022 General Election in the License Area during the Term.

**C.** University is willing to grant to Licensee a license for use of the License Area upon the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, the parties agree as follows:

**(1) LICENSE AREA and ACCESS.**

- a. University grants to Licensee a license for Licensee to use the License Area (the “License”) solely for the purpose(s) as described in paragraph B, above, in the License Area. The License applies only to the License Area and not to any other portion of the University’s Property except as may be necessary to gain access to the License Area.
- b. All Licensee’s employees will access the Building through the University employee entrance located at the loading dock of the Building off of South University. Upon entry, Licensee’s employees will have their temperature taken if the temperature reading is elevated, the employee shall leave the Building. Also, prior to entering the Building each Licensee-employee must have completed the health screening questionnaire on the City-provided app on each Licensee-employee’s phone and have no COVID symptoms. Licensee’s invitees accessing the Building to utilize the temporary clerk's office in the License Area will come and go through the main doors of the Building facing S. State Street.
- c. The hours of operation for the temporary clerk's office in the License Area shall be as follows:

- i. September 27- November 4: Monday through Thursday 12:00 p.m.- 6:00 p.m. Fridays 12:00 p.m. – 4:00 p.m.
- ii. Saturday November 5: 12:00p.m. - 4:00 p.m.
- iii. Monday November 7: 10:00 a.m. – 4:00 p.m.
- iv. Tuesday November 8: 8:00 a.m. – 8:00 p.m.

**(2) USE.** No person who is not an employee or invitee of Licensee shall be permitted on the License Area. Licensee shall not be permitted to allow contractors or subcontractors to use the License Area without University’s prior written approval. Licensee is strictly prohibited from making any alterations, additions, improvements, modifications or changes however described to the License Area. Licensee is further strictly prohibited from causing any disturbance, including noise, vibrations, or odor, which may unreasonably disturb or endanger other occupants of the Building or users of the License Area or its environs. Licensee accepts the License Area in “as is” condition without any obligation on the part of University to improve or maintain same. Licensee shall keep and maintain the License Area in good, clean, orderly and safe condition. Licensee will instruct its employees, agents, contractors, licensees, and invitees to (1) give immediate written notice to University of any building condition requiring repair or maintenance pertaining to the use and occupancy of the License Area; and (2) avoid the condition until the condition has been repaired or maintained as may be required.

**(3) TERM and EARLY TERMINATION.** The term of this Agreement shall be start on **September 19<sup>th</sup>, 2022** and end on **November 11<sup>th</sup>, 2022** (the “Term”); provided that either party may terminate this Agreement upon forty-eight (48) hours written notice to the other party.

**(4) LICENSE FEE.** As a community service to Licensee, the License Fee is **\$0.00**.

**(5) HARMONIOUS USE AND PROHIBITED USES.** Notwithstanding any other provision of this License Agreement, Licensee acknowledges that other persons and businesses will be using the License Area and Building at the same time as Licensee. Licensee shall conduct its activities in harmony with other users of the License Area and Building and shall not perform or allow to be performed any activity or event which will interfere with the activities of other users of the License Area and Building. Licensee shall not use the License Area as a residence or permit it to be used so as to violate any applicable law, order, ordinance, or regulation, or so as to be unreasonably dangerous in light of the permitted use thereof; nor shall Licensee commit any waste to the License Area, permit or cause any unreasonable noise, vibration, or odor to be emitted therefrom, or unreasonably disturb University or other occupants or other licensees of the License Area or Building. The License Area will not be used by the Licensee for any purpose which is illegal or hazardous. Licensee shall not post, not allow any invitee to post, any political signs in the License Area, Building or University land surrounding the Building. University may exclude or expel from the Building any person who is creating a disturbance or who shall in any manner act contrary

to any of the rules and regulations of the University or of the Building, or the provisions of Licensee's License Agreement. Licensee shall not use any common area to conduct its business. Licensee shall not sell, distribute, dispense, advertise or promote any alcoholic beverage (or permit any other to do the same) without University's prior written consent, which consent University may grant or withhold at its sole discretion. No animals of any kind (other than service animals) are allowed in the License Area. Deliveries shall not be left in common areas or outside the Building overnight. Receiving and delivery of goods and all removal of goods, equipment, trash, and garbage shall be made only in the manner reasonably prescribed by University.

**(6) DEFAULT.** If Licensee fails to observe or perform any of its obligations under this Agreement, then Licensee shall be in default under this Agreement, and University may, at its option, exercise one or more of the following remedies:

(a) After meeting and conferring with Licensee to resolve the nonperformance, to declare this Agreement terminated; provided that if the failure to observe or perform such obligations, is in discretion of the University, is of a nature that would endanger persons or property, the University may terminate this Agreement immediately upon written notice to Licensee and Licensee shall have no ability to cure such failure;

(b) Obtain specific performance of the covenants and obligations of Licensee under this Agreement; or

(c) Perform the obligation on behalf of Licensee in which event the costs and expenses paid or incurred by University in performing Licensee's obligations shall be immediately due and payable to University following receipt of University's invoice.

**(7) RESTORATION AND RETURN OF THE LICENSE AREA.** If Licensee or anyone acting on its behalf (including employees, contractors, and invitees) damages any of University's property, including but not limited to the Building or the License Area, then Licensee will restore the damaged property to its prior undamaged condition at its cost, or at the University's option reimburse the University for the cost of restoration, in which event the costs and expenses paid or incurred by University for restoration shall be immediately due and payable to University following receipt of University's invoice. At the expiration or termination of this License Agreement, Licensee shall leave the License Area in like condition as when received, reasonable wear and tear excepted and Licensee must remove any fixtures, equipment, and personal property from the License Area, at Licensee's expense.

**(8) NATURE OF LICENSE.** No legal title, easement or other possessory interest in real estate, including any leasehold interest in the License Area, or any appurtenances to it, shall be created or deemed or construed to have been created or vested in Licensee by anything contained

in this Agreement. This grant of License is personal and not transferable or assignable in whole or in part.

**(9) SUPERVISION.** Licensee shall be responsible during the term of this Agreement for the supervision of the activities of all of Licensee's agents, employees, contractors, subcontractors, licensees and invitees in connection with access to and use of the License Area. The University may remove any person on the License Area that in any manner violates any aspect of conduct allowed in or around the License Area. Any interference or delay caused by Licensee or any of its agents, employees, contractors, subcontractors, licensees and invitees in University's efforts to remove a person shall be deemed a material breach of this Agreement.

**(10) CONFORMITY OF LAW AND UNIVERSITY RULES.** All operations and activities conducted by Licensee on the License Area and in the Building shall conform with safe practices and shall at all times comply with all University, local, State, and Federal laws, statutes, rules, and regulations (including environmental laws) pertaining to Licensee's activities and strict compliance with University safety and evacuation rules and procedures, including those listed on **Exhibit B**.

**(11) INSURANCE.**

(a) Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect without interruption during the term of this License, the following types of insurance coverage, with minimum limits as set forth below:

1. Commercial General Liability covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability - \$1,000,000 each occurrence, \$2,000,000 aggregate.

2. Business Automobile Liability covering all owned, hired, and non-owned vehicles - \$500,000 each occurrence, including all applicable statutory coverages.

3. Workers Compensation – statutory limits for all states of operation. Employers Liability - \$500,000 each employee for bodily injury by accident and \$500,000 each employee for bodily injury by disease.

4. Property Insurance covering Licensee's equipment, if any, that Licensee will use in the License Area.

(b) All policies of insurance procured by Licensee shall be written as primary policies; not contributing with or in excess of coverage that University may carry. If Licensee's liability policy does not contain the standard separation of insureds provision, or a substantially similar clause, it shall be endorsed to provide cross-liability coverage. Licensee shall and does agree to waive its

insurer's right of recovery under its policies. University shall be listed as an additional insured on the policies (except Workers Compensation and Employers Liability) and prior to the start of the term of this Agreement Licensee shall provide University with certificates of insurance evidencing compliance with the limits, insurance requirements and waiver of subrogation set forth above. If Licensee is using any of University's equipment or Devices, then Licensee must provide proof that Licensee's property insurance will cover any damage to University's equipment and Devices, and University shall be named as a loss payee under Licensee's property insurance. Certificates shall be in a form acceptable to, and underwritten by an insurance company reasonably satisfactory to University and with an A.M. Best Company rating of A-, VIII or above. By requiring these insurance coverages, University does not represent that coverage and limits will necessarily be adequate to protect Licensee or University.

(c) The purchase of appropriate insurance coverage by Licensee or the furnishing of certificates of insurance shall not release Licensee from its obligations or liabilities under this Agreement. The insurer under each policy shall agree not to cancel, materially change, or fail to renew the coverage provided by its policy, without first giving University ten (10) days advance written notice.

**(12) RELEASE.** All Licensee' personal property within the Building by Licensee shall be in the Building at Licensee's sole risk. University and University's officers, directors, regents, and employees are not liable to Licensee for any loss of or damage to any personal property at the Building, or bodily injury at the Building or on University property, arising from any cause whatsoever including, but not limited to burglary, theft, fire, water damage, rodents, Acts of God, or the acts or omissions or negligence of the University and the University's officers, directors, regents, and employees.

**(13) GOVERNING LAW AND VENUE.** All matters arising out of or related to this Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law and shall be brought in a court of subject matter jurisdiction within the state of Michigan. Any claims, demands, or actions asserted against University for damages shall be brought in the Michigan Court of Claims. The Parties and their successors and assigns consent to the jurisdiction of the courts of or within the state of Michigan with respect to any other claims arising under this Agreement.

**(14) NOTICES.** All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

Notices for the University should be sent to:

University of Michigan Museum of Art  
Attn: Director of the Museum  
525 S. State Street  
Ann Arbor, MI 48109

with a copy to:

Real Estate Office  
Attn: Lease Administrator  
326 E. Hoover Ave. Mail Stop E  
Ann Arbor, MI 48109-1002

Notices for the Licensee should be sent to:

City of Ann Arbor  
Attn: City Clerk  
301 E. Huron St.  
Ann Arbor, MI 48104-1405

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth in this Agreement.

**(15) THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to or will be construed to confer upon any person or party, other than the University and Licensee, any right, remedy, or claim under or with regard to the Agreement.

**(16) SEVERABILITY.** Whenever possible, each provision of this Agreement will be interpreted in a manner so as to be enforceable, valid, and legal under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or illegal in any respect under applicable law, the unenforceability, invalidity, or illegality will not affect any other provision of this Agreement and this Agreement will be construed as if the unenforceable, invalid, or illegal provision had never been contained in this Agreement.

**(17) NO WAIVER.** No delay or failure on the part of the University in the exercise of any right granted under this Agreement or otherwise available by Agreement, at law, or in equity, shall impair any right, to be construed as a waiver of any default or any acquiescence.

**(18) RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between University and Licensee.

**(19) COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**(20) ENTIRE AGREEMENT.** This Agreement together with all its Exhibits constitutes the entire agreement between the parties to the Agreement regarding the subject matter of this Agreement and cannot be amended or modified except by a writing signed by all of the parties to this Agreement. The exhibits attached to this Agreement are incorporated into the Agreement and made a part of this Agreement for all purposes. The Recitals in the preamble to this Agreement are incorporate and shall constitute a part of this Agreement.

**(21) SUCCESSORS AND ASSIGNS.** This Agreement is personal to the Licensee and may not be assigned to another party.

**(22) PARTIES IN INTEREST.** Each party represents that this Agreement is executed by its authorized representative.

**(23) EFFECTIVE DATE.** This Agreement becomes binding when signed by all Parties. This Agreement is effective \_\_\_\_\_, 2022.

**(24) ELECTRONIC TRANSACTION.** The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

*Signature Page to Follow*

IN WITNESS the parties have signed below.

FOR UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF MICHIGAN,  
a Michigan constitutional corporation

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

Name: Chris Allen

Its: Executive Director of Real Estate

Dated: \_\_\_\_\_

FOR LICENSEE

THE CITY OF ANN ARBOR,  
a Michigan municipal corporation

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

Name: Milton Dohoney Jr.

Its: City Administrator

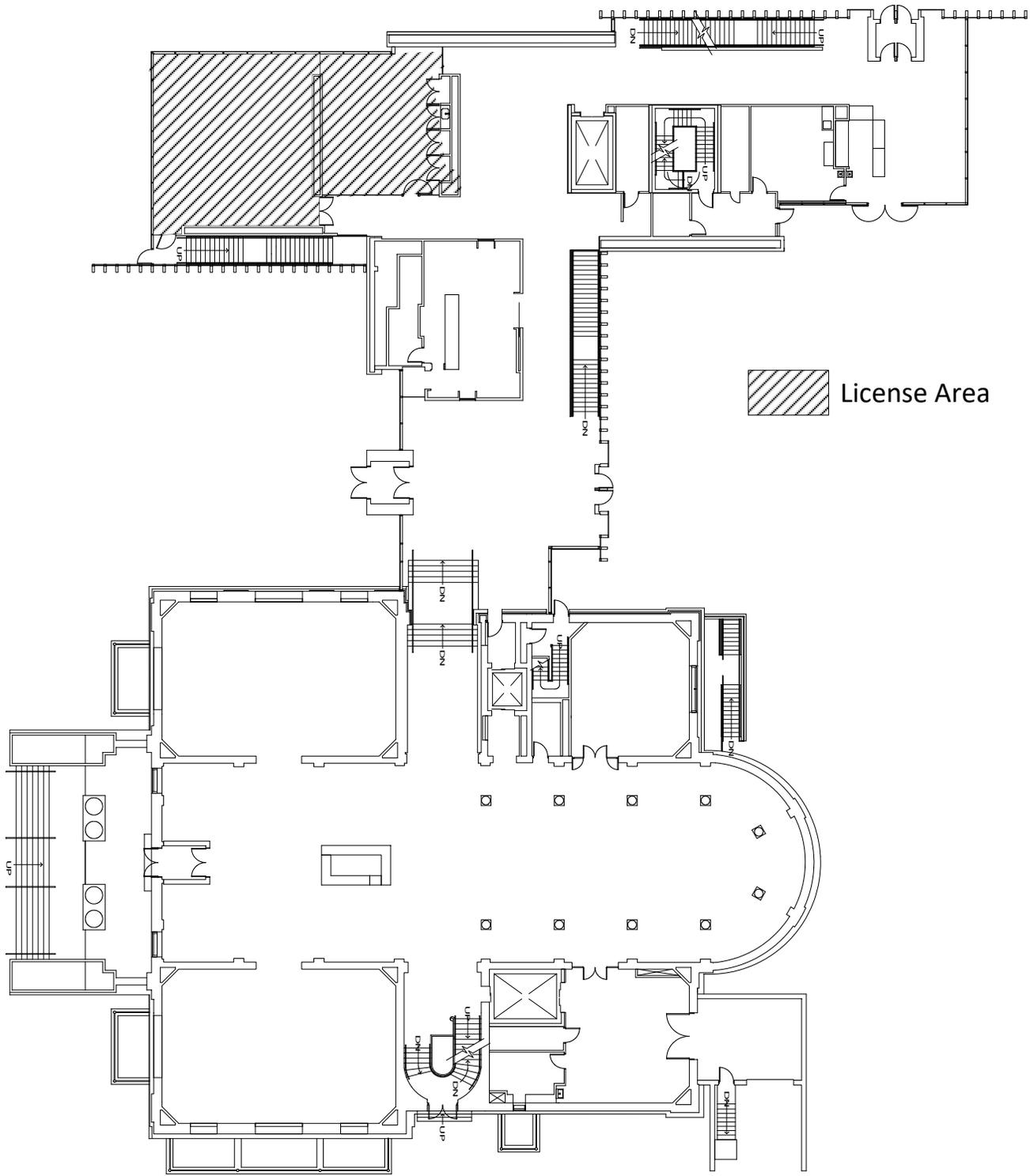
Dated: \_\_\_\_\_

Approved as to form

By \_\_\_\_\_

Atleen Kaur, City Attorney

**EXHIBIT A**



Alumni Memorial Hall (UMMA) – 1<sup>st</sup> Floor Plan

**EXHIBIT B**

**UNIVERSITY RULES AND REGULATIONS**

Smoking Policy

[https://spg.umich.edu/sites/default/files/policies/601x04\\_0.pdf](https://spg.umich.edu/sites/default/files/policies/601x04_0.pdf)

<https://spg.umich.edu/policy/601.04>

Sexual Harassment

<https://spg.umich.edu/sites/default/files/policies/201X89-0.pdf>

<https://spg.umich.edu/policy/201.89-0>

Weapon Possession

<https://spg.umich.edu/sites/default/files/201x94.pdf>

Proper Use of Information Resources, Information Technology,  
and Networks at the University of Michigan

<https://spg.umich.edu/sites/default/files/policies/601x07.pdf>

Parking and Transportation Services

<http://pts.umich.edu/>

Environment, Health & Safety - Education

<http://ehs.umich.edu/education/>

Facilities and Operations Guidelines

<http://www.fo.umich.edu/guidelines/>

University of Michigan Face Covering Policy

[http://ehs.umich.edu/wp-](http://ehs.umich.edu/wp-content/uploads/2020/07/U-M-Face-Covering-Policy-for-COVID-19.pdf)

[content/uploads/2020/07/U-M-Face-Covering-Policy-for-COVID-19.pdf](http://ehs.umich.edu/wp-content/uploads/2020/07/U-M-Face-Covering-Policy-for-COVID-19.pdf)