

This Instrument Prepared By:
State of Tennessee
Real Estate Management
Wm. R. Snodgrass Tennessee Tower
312 – Rosa L. Parks Ave, 24th Floor
Nashville, Tennessee 37243

LICENSE AGREEMENT
00-00-000

THIS AGREEMENT is made and entered into as of this the _____ day of _____, _____ by and between THE STATE OF TENNESSEE (hereinafter referred to as "State") and _____ (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of _____ (the "Licensed Premises") for the purpose of owning, operating, and maintaining vending machines.

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** - State hereby gives permission, revocable and terminable as hereinafter provided, to Licensee to enter the Licensed Premises for the purpose of owning, operating, and maintaining vending machines.
2. **PREMISES** Being a general location on Exhibit "A" being attached to and made a part of this License.
3. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the operation of owning, operating, and maintaining vending machines. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
4. **TERM** - The term of the License shall be for five (5) years and will begin on _____, _____ and shall end _____, _____.
5. **ACCESS** - The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** - The costs of any maintenance and operation of the vending machines shall be at the sole expense of Licensee.

a. The Licensee, its successors and assigns, shall indemnify and hold the State harmless from any and all claims, costs, damages and judgments arising out of the installation, occupation, use, maintenance, and operation of the premises pursuant to this License, to assume any and all responsibility and liability thereof, including but not limited to costs and expenses incurred by the State in defense of any action, and to discharge any judgment that may be rendered therein. The Licensee's monetary liability under this indemnity is limited to the monetary limits of liability as provided for in Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq. The liability under this indemnification of any successors or assigns of the Licensee shall not be limited by the limits of liability as provided in T.C.A. Section 29-20-101, et seq.

b. The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of

such protection to the State (at the discretion of the State) with the monetary limits of the Licensee's insurance not less than the monetary limits of liability provided for in the Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., as it may be from time to time amended. Any successors or assigns of the Licensee agrees to maintain public liability insurance with the limits of said insurance to be no less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the Claims Commission and the courts and will provide satisfactory evidence of such protection to the State. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or change of the policy at least 30 days in advance of the cancellation or changes.

c. The Licensee agrees that these indemnification provisions shall run with the land and that the Licensee shall not assign its rights hereunder unless it obtains the prior written consent of the State and the assignee of the assignment agrees to the indemnification obligations contained herein.

- 7. **PERMIT** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
- 8. **COMPLIANCE** - Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its vending operations from the licensed Premises and surrender all rights and privileges under this License Agreement.
- 9. **TERMINATION** – Either party may terminate this License at will with 60 days written notice.
- 10. **ASSIGNMENT** - This license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

11.	TO THE LICENSEE:	TO THE STATE:
		The State of Tennessee
		Wm. R. Snodgrass Tennessee Tower
		312 – Rosa L. Parks Ave., 24th Floor
		Nashville, Tennessee 37243

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

BY: _____

DATE: _____

TITLE: _____

STATE OF TENNESSEE

Robert E. Oglesby, Commissioner
The Department of General Services

DATE: _____