

**SPACE USAGE AGREEMENT**  
**By and Between**  
**OSHER LIFELONG LEARNING INSTITUTE**  
**and**  
**GEORGE MASON UNIVERSITY**

This Space Usage Agreement (“Agreement”), dated this 1<sup>st</sup> day of July, 2012, is made by and between George Mason University (“University”), located at 4400 University Drive, Fairfax, Virginia 22030, and Osher Lifelong Learning Institute (“Licensee”).

WHEREAS, Licensee is a Virginia non-profit corporation;

WHEREAS, Licensee and the University have entered into that certain Affiliation Agreement/Memorandum of Understanding dated July 1, 2012 (“MOU”) signed contemporaneously herewith, and

WHEREAS, University is willing to provide certain space to Licensee as provided herein;

NOW, THEREFORE, in consideration of the mutual promises and benefits hereunder and other good and valuable consideration, the parties mutually agree to all of the following:

- 1. PREMISES.** University hereby agrees to the nonexclusive use by Licensee of the “Premises” more particularly described as:

Tallwood Annex (approx. 2,134 sq. ft.), Tallwood Trailer 2 (approx. 810 sq. ft.), Tallwood Trailer 3 (approx. 994 sq. ft.) and the Tallwood Cottage (approx. 910 sq. ft.) for a total of approximately 4,848 square feet located on the George Mason University Fairfax Campus, 4210 Roberts Road, Fairfax, Virginia 22032.

Use of Loudoun classrooms and support spaces, and space in other University facilities, shall be on a space available basis and subject to the policies and regulations of George Mason University, including but not limited to University Policy 1103. Regular communication between the OLLI Executive Director and George Mason University representatives about space requirements is recommended.

- 2. TERM.** The term of this Agreement (the “Initial Term”) shall begin on July 1, 2012 (the “Commencement Date”) and terminate on June 30, 2017 (the “Termination Date”); however, this Agreement may be terminated by either party without cause at any time by serving written notice of its intent to terminate not less than thirty (30) days in advance of such termination and shall terminate immediately upon the termination of the MOU. At the termination of this Agreement, Licensee shall deliver peacefully the Premises in as

good order and repair as the same were on the Commencement Date, reasonable wear and tear excepted.

3. **RENT.** Licensee shall pay University the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged.
4. **RENEWAL.** Unless otherwise terminated as herein provided, at the end of the Initial Term, this Agreement may be extended by mutual written agreement of both parties, subject to all other conditions and agreements contained in this Agreement.
5. **USE OF PREMISES.** The Premises are to be used and occupied by Licensee for office, classroom, and administrative purposes of Licensee and for no other purpose. No alterations, additions, or improvements shall be made to the Premises. Licensee shall not damage the Premises or any part thereof or allow the same to be done. Licensee shall not allow the Premises to be used for any illegal purpose and shall not do or allow any act which may disturb occupants of adjoining property or cause damage to adjoining property. Licensee agrees to use the Premises in accordance with this Agreement and all University Policies and Procedures, which may be amended at any time without notice and are incorporated herein by reference.
6. **PARKING.** Licensee is responsible for purchasing parking decals from George Mason University's Parking Services. Licensee must follow the rules and regulations of George Mason University's Parking Services. Any and all citations issued by Parking Services to Licensee are the sole responsibility of the individual in receipt of the citation. Licensee may purchase validation stickers directly from George Mason University's Parking Services for its visitors and guests.
7. **MAINTENANCE AND UTILITIES.**
  - (a) University shall keep the plumbing, sewerage, lighting, heating, ventilation, air conditioning and other mechanical and electrical devices in good order, and keep the Premises in sanitary condition.
  - (b) University shall provide all utilities and pay any costs associated therewith, including but not limited to service charges, connection and disconnection charges, use charges, and taxes for electricity, sewage, and water, and further shall provide heating and pay any costs associated therewith, sufficient to prevent freezing of pipes, plumbing or associated equipment within the Building.
  - (c) Licensee shall keep, repair and maintain at Licensee's expense all telephone and data service and equipment for the premises.
8. **LICENSEE OBLIGATIONS.**

- (a) Licensee shall be responsible for the payment of any and all charges for repairs to the Premises, imposed or otherwise, except repairs to the foundation, floor, exterior structural walls and roof, during the original or any extended term of this Agreement.
- (b) Licensee agrees that University may show the Premises to prospective licensees during normal business hours and at such other times as the Licensee may permit.
- 9. QUIET ENJOYMENT.** So long as Licensee observes and keeps all the covenants, agreements and conditions of this Agreement, University covenants that Licensee shall have quiet and peaceful use and enjoyment of the Premises throughout the Initial Term of this Agreement and any renewals or extensions thereof, subject, however, to the exceptions, reservations and conditions of this Agreement.
- 10. PERSONAL PROPERTY.** All personal property placed in or kept on the Premises shall be at the sole risk of Licensee or the owner of such personal property and University shall have no liability for loss, damage or deterioration of same for any reason.
- 11. ACCEPTANCE OF CONDITION OF PREMISES.** Licensee covenants that it has inspected the Premises and accepts the Premises "as is" without any representations or warranties by University as to the condition or usefulness of the Premises for any purpose.
- 12. ASSIGNMENT AND SUBLETTING.** Licensee shall neither assign nor transfer this Agreement, nor sublet any part of the Premises, without the prior written consent of University, which consent University may withhold in its sole discretion.
- 13. ACCESS BY UNIVERSITY.** University and its representatives may enter the Premises at any time to make emergency repairs, preserve the Premises or to prevent or abate any nuisance, hazard, or unlawful conditions.
- 14. INDEMNIFICATION; INSURANCE.** Licensee shall indemnify, defend and hold harmless University and its agents and employees, from all liability, claims for damage, injury or loss of every kind and nature, whether relating to person or property, arising on or within the Premises or incident to Licensee's use of the Premises. Licensee agrees to reimburse University for any damages incurred by University that were caused by the acts or omissions of Licensee personnel utilizing the University space. Beginning on the Commencement Date and continuing during the Initial Term of this Agreement and any renewals or extensions thereof, Licensee, at its expense, shall keep in force, with an insurance company authorized to transact business in Virginia, and in a form acceptable to University, an insurance policy with personal property and broad form liability coverage. The insurance policy shall include University as a named insured and have the following minimum limits and coverage: \$1,000,000 coverage for personal injury to or death of any one person, or more than one person, as the result of any one accident or disaster, and include coverage for property damage and medical payments and a \$2,000,000 umbrella. On or before the Commencement Date, Licensee will deliver to University a certificate of insurance showing the same to be in force and effect, together

with a copy of a paid receipt for the first year's premium. The policy shall provide for notification to University in the event of cancellation. In the event that Licensee fails to obtain and maintain the insurance required by this Section, University may, at its option, cause the required insurance to be issued and maintained and Licensee shall pay the premiums for such insurance as additional Rent.

By requiring the above minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Licensee. The Licensee shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and or broader coverage.

**15. DAMAGE OR DESTRUCTION.**

- (a) If the Premises or the Building of which the Premises forms a part are damaged or destroyed by fire or other casualty, Licensee shall notify University immediately.
- (b) If the Premises or the Building of which the Premises forms a part, or any portion thereof, are damaged or destroyed by fire or other casualty and, in the sole opinion of University, the Premises are thereby rendered unfit for occupancy, either University or Licensee shall have the right to terminate this Agreement by notice to the other party within thirty (30) days after such fire or other casualty.

**16. KEYS.** Licensee shall not change or add locks without the prior written consent of University. Upon termination of this Agreement, all keys shall be surrendered to University.

**17. MECHANICS' AND MATERIALMEN'S LIENS.** Licensee shall not create, place, or suffer the creation or filing of any mechanics' or materialmen's lien against the Premises by reason of labor or materials provided for or at the request or order of Licensee, or of its agents or contractors. Licensee shall discharge any such lien within twenty (20) days after the date the same was filed.

**18. OTHER COSTS.** If Licensee fails to make any payment or perform any act required by Licensee under this Agreement, University may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by University and all costs, fees and expenses incurred by University regarding such payment or performance shall be paid by Licensee as additional Rent.

**19. ENVIRONMENTAL CONTAMINATION.**

- (a) Licensee shall not engage in or allow any activity on the Premises involving: (i) the handling of any toxic or hazardous substances, (ii) the discharge of toxic or hazardous substances to the air, soil, surface water or groundwater, (iii) the storage, treatment or disposal of any toxic or hazardous substances (for purposes of this Agreement, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C. Section 9601(14), as amended, and of "regulated substance" at 42

Premises without being liable for damages therefore. Upon University's exercise of such termination, Licensee shall pay University's costs and expenses incurred in fulfilling Licensee's obligations under this Agreement, including, without limitation, University's reasonable attorney fees and court costs, and this provision shall survive termination of this Agreement.

- (e) The failure of University to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any permitted right or remedy upon an Event of Default, and/or acceptance of payment of full or partial Rent or other payment required to be made by Licensee during the continuance of any such Event of Default shall not constitute a waiver of such Event of Default or of any covenant, agreement, term or condition of this Agreement.
- (f) No right or remedy herein conferred upon or reserved to University shall be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law.

**21. BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Agreement shall bind and inure to the respective heirs, personal representatives, successors and assigns of University and Licensee. This Agreement constitutes the entire, full and complete understanding and agreement between University and Licensee, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Agreement and shall be null, void and without legal effect. Neither party, nor any agent of either party, has authority to alter, amend or modify any of the terms of this Agreement, unless the amendment is in writing and executed by all parties to this Agreement with the same formality as this Agreement.

## **22. NOTICES.**

- (a) All notices to Licensee required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, addressed to:

OSHER LIFELONG LEARNING INSTITUTE  
Attn: Executive Director  
4210 Roberts Road  
Fairfax, Virginia 22032

- (b) All notices to University required or permitted under this Agreement shall be given by mailing the notice by certified U.S. mail, postage prepaid, return receipt requested, addressed to:

Associate Director, Space Management  
George Mason University

4400 University Drive, MSN 1E4  
Fairfax, Virginia 22030

with a copy to:

Office of University Counsel  
George Mason University  
4400 University Drive, MSN 2A3  
Fairfax, Virginia 22030

- (c) Where, under the terms of this Agreement, a notice is sent by certified U.S. mail, postage prepaid, return receipt requested, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this Agreement shall notify the other party of any new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of a new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in subsection (a) or (b), as appropriate.
- (d) Where, under the terms of this Agreement, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the other party, or its appointed agent, to whom the notice is addressed.

**23. HEADINGS.** The heading of the sections of this Agreement are inserted for convenience only and do not alter or amend the provisions that follow such headings.


**24. GENERAL PROVISIONS.**

- (a) This Agreement is not intended by University and Licensee to constitute or create a joint venture, agency, partnership, or formal business organization of any kind. Each party hereto shall act as an independent contractor, and neither shall act as an agent of the other for other purposes. Neither party has the authority to bind the other party.
- (b) If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable invalid or illegal provision shall not affect the remainder of the Agreement.
- (c) This Agreement and any disputes arising thereunder shall be construed, governed and interpreted in accordance with the laws of the Commonwealth of Virginia. All disputes arising under this Agreement shall be brought before a proper state court in the Commonwealth of Virginia.
- (d) The provisions contained in this Agreement which, by their terms, require performance after the expiration or termination of the Agreement shall be enforceable notwithstanding the expiration or other termination of the Agreement.

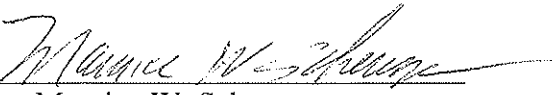
(e) Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

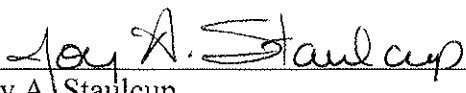
IN WITNESS WHEREOF, each party has caused this Agreement to be signed on its behalf by a duly authorized agent.

LICENSEE:  
OSHER LIFELONG LEARNING  
INSTITUTE

By:   
Name: Thom Clement  
Title: Executive Director  
7/23/12

**COMMONWEALTH OF VIRGINIA  
BY THE RECTOR AND VISITORS OF  
GEORGE MASON UNIVERSITY**

By:   
Maurice W. Scherrens  
Senior Vice President

By:   
Joy A. Staulcup  
Associate Director, Space Management