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LICENSE AGREEMENT: General form of a contract to grant a license to occupy and use particular real property for stated purposes

LICENSE AGREEMENT

Agreement made, effective as of _____[*date*], by and between _____[*name of licensor*], of _____[*address*], City of _____, State of _____, here referred to as licensor, and _____[*name of licensee*], of _____[*address*], City of _____, State of _____, here referred to as licensee.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

SECTION ONE.

GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the following described property located in the State of _____: _____[*insert legal description*].

SECTION TWO.

LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for _____[*specify primary purpose(s)*] and for incidental purposes related to such purpose during the period beginning _____[*date*], and continuing until this agreement is terminated as provided in this agreement.

SECTION THREE.

PERIODIC PAYMENTS

Licensee shall pay licensor for this license at the rate of \$_____ per _____[*month*] payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in

advance promptly on the _____[*first day of each month*] thereafter during the continuation of this agreement.

SECTION FOUR.

VARIABLE PAYMENTS

In addition to making the payments provided for in Section Three of this agreement, licensee shall make payments based on the extent of utilisation of the above-described property. Such payments shall be at the rate of _____. The first payment under this provision shall cover the period from and including _____[*date*], to and including _____[*date*], and shall be due and payable on _____[*date*]. Subsequent payments shall cover _____ intervals after _____[*date*], and each such payment shall be due and payable _____ days after the expiration of the _____ interval to which it is applicable. All payments shall be supported by appropriate statements certified by licensee.

SECTION FIVE.

TERMINATION

A. Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than _____ days prior to the date specified in such notice for the date of termination.

B. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and, in the case of partial destruction, this agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within _____ days following such partial destruction and not less than _____ days prior to the termination date specified in such notice.

C. If licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than _____ days prior to the date specified in such notice for the date of termination.

SECTION SIX.

APPORTIONMENT OF PAYMENTS ON TERMINATION

A. On any termination of this agreement, licensor shall apportion, on a _____-day basis, the _____[*monthly*] fee paid in advance from and including the first day of the _____[*month*] during which the agreement is terminated to and including the day on which the agreement is terminated, and the licensor shall refund to the licensee the

unearned portion of such fee; provided, however, that no refund shall be in an amount less than \$_____.

B. On any termination of this agreement, licensee shall quit the above-described property and shall remove from such property all property installed in, on, or attached to the above-described property.

C. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

SECTION SEVEN.

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

SECTION EIGHT.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION NINE.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorised representative of each party.

SECTION TEN.

NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION ELEVEN.

ATTORNEY FEES

In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION TWELVE.

ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In witness, each party to this agreement has caused it to be executed at _____*[place of execution]* on the date indicated below.

[Signatures and date(s) of signing]

[Acknowledgments, if desired]