

License Agreement Checklist

Issue	Y	N	NA
Are the correct legal names of all parties shown at the outset of the agreement?			
Have you created a separate Schedule or Appendix which clearly depicts (with a diagram or map) the areas which are being licensed?			
Are there additional areas of common use that will be shared between the Licensee and the District? <i>If so, those should also be clearly depicted.</i>			
Have the conditions of use been described in detail? <i>Does the agreement specify the activities permitted and/or not permitted?</i> <i>Are there limits to the number of participants that the Licensee can have in their licensed premise at any one time?</i> <i>Are there special or annual events that the Licensee may wish to hold that need to be contemplated in the agreement?</i>			
Is the duration of the license clearly defined?			
Are the conditions for termination and/or cancellation of the license set out in detail?			
Have you included conditions for the renewal and amendment of the license?			
Does the agreement specify a mechanism to amend the agreement if necessary? <i>Changes should require mutual agreement and be signified by the signature of designated representative of each partner.</i>			
Does the proposed Licensee have secure and sustainable funding? <i>Have you independently confirmed the funding availability?</i>			
Has a process been established for resolving disagreements about any aspect of the agreement? <i>Most organizations have a mechanism in place for conflict resolution. For example, they could be resolved through the Shared Use Committee and, if this is not successful, by the school board or municipal council.</i>			
Does the agreement specify whether any signage by the Licensee is permitted?			
Does the agreement specify parking and pick-up/drop-off zones?			
Is the License fee stated and the terms of payment clearly described?			
Does the license fee cover the operating costs? <i>Shared use of school facilities is meant to be self-sustaining. Funds are not diverted from educational programs to support them.</i>			

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<p>Are hours of operation or hours of access laid out?</p> <p><i>Has the agreement addressed access during non-school hours (evenings, weekends, holidays)?</i></p>			
<p>Does the agreement discuss the method of access (eg: through which doors and along which paths)?</p> <p><i>If the access is through a shared entry – who is responsible for maintenance and custodial services for the entry area?</i></p> <p><i>Who is responsible for snow/ice clearing of those pathways?</i></p>			
<p>What services are included (if any) from the District in the license agreement?</p>			
<p>Are there additional services available to the Licensee and if so, at what cost? (eg: cleaning, use of gymnasium or school fields/playgrounds)</p>			
<p>Does the Licensee require any improvements to the License area?</p> <p><i>If so, who pays for the improvements?</i></p> <p><i>Who approves the plans for the improvements?</i></p> <p><i>What happens to the improvements when the License expires?</i></p>			
<p>Does the agreement specify what happens with any fittings/fixtures installed by the Licensee on the License area?</p>			
<p>Is the use of Utilities such as heat/hot water/phone/internet addressed in the agreement?</p> <p><i>Are they included or at the cost of the Licensee?</i></p> <p><i>What about access to garbage and recycling facilities?</i></p>			
<p>Does the agreement specify who is responsible for maintenance and repair of the License area?</p>			
<p>If there is an emergency plan in place at the site of the License area does the agreement include obligations for the Licensee in relation to the emergency plan?</p>			
<p>Has the agreement allowed for inspection/access to the License area by the District?</p> <p><i>Are the terms or conditions for access specified (including who can access, at what time and for what reason)?</i></p>			
<p>Does the agreement require the Licensee to comply with all fire, safety, health and governmental or other regulatory authority requirements in regards to their activities in the Licensed area and upon District property?</p>			
<p>Is the Licensee required to indemnify and hold harmless the District from any and all claims and losses that arise from the Licensee’s activities, or from the use and or</p>			

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occupancy of District property or any breach of the License agreement?			
Are there insurance requirements in place? <i>Is it clear what the Licensee is required to provide coverage for and what the District is required to provide coverage for?</i> <i>Has the District required the Licensee to add the District as an additional insured under their liability policy?</i> <i>Are the limits of coverage specified sufficient for the activities conducted by the Licensee?</i> <i>Has the Licensee's insurer been required to provide at least 30 days notice of any cancellation or material change to the insurance coverage?</i>			
Does the agreement specify that the Licensee is required to pay for any damage to District property arising from the Licensee's activities on the premises or the use or occupation of the License area or the District's property?			
Does the License agreement contain reporting requirements for the Licensee to promptly notify the District of any incidents where the Licensee (or any of their staff, employees, agents, contractors, volunteers or invitees) is involved as either witness or participant and medical or first aid is required or where there is loss or damage to the District property?			
Is there a contact person for both the District and Licensee identified in the case of emergency?			
Can the License be assigned or sublicensed under any conditions? If so, are the conditions specified?			
Has the agreement been signed by parties who have the legal authority to do so?			

The checklist is designed as a tool to assist the District in preparing License Agreements. It is not intended (nor would it be possible) to comprehensively cover every aspect of every agreement. Rather, the checklist should be considered a starting point to get the drafters of License Agreements thinking about some of the significant issues.