

# RECREATIONAL CABIN LICENSE AGREEMENT

Lake Carl Blackwell  
Oklahoma State University  
618 N. Monroe St.  
Stillwater, Oklahoma 74078

**CWID:** [REDACTED]

This license agreement made and entered into this [REDACTED] day of [REDACTED] 2017 between Oklahoma State University, hereafter referred to as Licensor, and [REDACTED], hereafter referred to as Licensee.

**1. PROPERTY LICENSED:** The Licensor gives to the Licensee and the Licensee hereby accepts from the Licensor, subject to the terms, conditions, covenants, and provisions hereof, the right to use CABIN **8** located on the property owned by Licensor at the Lake Carl Blackwell area in Payne County, Oklahoma. This CABIN is for recreational use only. It is not designed or intended for, nor is residential use allowed.

**2. DURATION OF LICENSE:** This license shall commence on **JULY 1, 2018** and end on **JUNE 30, 2019**. If the Licensee desires to renew this License, it is the responsibility of the Licensee to contact OSU Property Management prior to 30 days before expiration. Licenses not renewed during the term will incur daily charges for each day past the renewal date, and property is subject to availability after the end date of the signed License Agreement.

**3. FEES:** Licensee will pay to Licensor for the described property the total sum for use fees of \$ [REDACTED] payable in advance or at a rate of \$ [REDACTED].00, monthly without demand, for the above site. In addition, Licensee agrees to pay billed electric cost, at the OSU Bursar, or at such other place as the Licensor may designate. A late fee of \$25.00 will be assessed for any payment not posted prior to the 10<sup>th</sup> day of the month, including partially applied payments. Payments to any account will apply to the oldest charges of any type on the account, so the account must be current for all charges to prevent late fees. **Each Licensee must purchase appropriate access and use permits-none are included with the License Agreement.**

**4. SECURITY DEPOSIT:** Upon execution of this license, Licensee shall deposit with Licensor **\$(on file)**, receipt of which is acknowledged by Licensor, as security for the faithful performance by Licensee of the terms hereof to be held by Licensor without accrual of interest. The deposit shall be returned to the Licensee without interest, less any amount Licensee may owe Licensor for property damage, and/or non-payment of use fees by Licensee or the guests of Licensee, or other charges owed to the Licensor by Licensee or the guests of the Licensee. Licensee has examined the campsite detailed above and that it is, at the date of this License, in good order and safe and clean condition. **Licensee agrees to accept all responsibility and liability for the maintenance of all existing structures and improvements made by previous tenants, including decks, storage sheds, walkways, and other improvements, and will maintain those improvements in a safe and visually appealing condition.**

**5. UTILITIES:** Licensor agrees to furnish electrical service, **billed to the Licensee by the meter on site**, and water service (where available) at no extra cost, only for normal household purposes. **Electrical service will be locked out in instances where payments are late.** Non-domestic utility usage is not permitted. Watering grass with the domestic water system is not permitted. **No household appliance shall be operated outside the cabin.** Garbage service is provided by the placement of dumpsters in the campground. The electric meter is read on approximately the 15<sup>th</sup> of the month, and Licensee agrees that utility bills will be paid prior to the 10<sup>th</sup> of the next month or late charges will apply.

**6. LICENSORS AGENT & CONFLICT RESOLUTION:** The Licensor's representative for operation under this license agreement will be the Park Ranger for Lake Carl Blackwell. The Licensee acknowledges the Park Ranger's authority to resolve conflicts between tenants. Such conflicts may include, but are not limited to use of licensed premises, property boundaries, noise, etc. If any matter arises which cannot first be resolved by the Park Ranger, then the matter shall be referred to the Assistant Director, Risk and Property Management for resolution. If the resolution presented by the Licensor is unacceptable to Licensee, the Licensee may be released from this License.

**7. USE OF PREMISES:** The licensed premises shall be used and occupied by Licensee exclusively for the purpose of private single-family recreational activity. Neither the premises, nor any part thereof, shall be used by the Licensee during the term of this license for carrying on any business, profession, or trade of any kind or for any purpose other than a private single-family recreational cabin. **The Licensee will not store or place any property in or around the premises without permission of the Park Ranger first having been obtained in writing.** Licensee will not conduct or permit on said premises loud parties or activities, or any way create disturbances that would cause annoyances or discomfort to others. Licensee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities and Lake Carl Blackwell management affecting the cleanliness, occupancy, and preservation of the licensed premises during the term of this License. Licensee shall comply with all applicable rules and regulations for overnight camping as posted in the campground areas or otherwise published. Licensee is responsible for the behavior of all guests.

**This License does not excuse Licensee and family and guests of the Licensee from the requirement of paying the use fees and obtaining the necessary permits to fish, boat, water ski or engage in other recreational activities at Lake Carl Blackwell. Vehicles, boats, jet skis, or other personal property without current permits and State Registrations will be towed at the owner's expense.**

**8. LIMITS OF PROPRIETARY RIGHTS:** This License does not grant proprietary rights to the area surrounding the licensed cabin. This license does not give Licensee the right or permission to curtail other permitted recreational uses adjacent to the licensed cabin.

**9. ASSIGNMENT AND SUBLEASING:** Licensee shall not assign this License or grant any concession or License to use the premises or any part thereof without prior written consent of the Licensor. Consent by Licensor to one assignment, concession, or license shall not imply consent to another. An assignment by operation of law shall be void and shall, at Licensor's option, terminate this License.

**10. ALTERATIONS AND IMPROVEMENT:** Licensee shall make absolutely **no alterations to the licensed premises**, construct a building or make other improvements on the licensed premises without the written permission of the Park Ranger. This includes, but is not limited to, docks, decks, flower gardens, fencing, skirting, ties downs, or permanent block of the trailers. Such action will be grounds for the immediate revocation of this License, at the option of the Licensor, upon written notice to the Licensee. **All alterations made will become the property of Licensor upon the termination of the License and remain on the site approval was given for.**

**11. DAMAGE TO PERSONAL PROPERTY:** Any insurance for personal property shall be the responsibility of the Licensee. The Licensor assumes no responsibility for the personal property of the Licensee.

**12. DANGEROUS MATERIALS:** Licensee shall not keep or have on the licensed premises any article or item of a dangerous or explosive character that might unreasonably increase the danger of fire on the licensed premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

**13. MAINTENANCE AND REPAIRS:** Licensee will at Licensee's sole expense, keep and maintain the licensed campsite and associated improvements in good and sanitary condition during the term of this License. In particular, Licensee shall keep the cabin area free of litter and trash. The Oklahoma State University Physical Plant shops personnel or Lake Carl Blackwell personnel are the only repair services authorized to perform repairs and maintenance on the utilities systems. Licensee agree that no signs shall be placed or painting done on or about the licensed premises. The cost of repairs necessitated to mechanical/utility systems caused by Licensee, either through improper use, overloading of electrical systems, or failure to adequately protect from freeze damage will be charged to the Licensee's account. Payment must be made within 30 days of billing date to maintain currency of account.

**14. RIGHT OF INSPECTION:** Licensor and its agents shall have the right during the term of this License to enter the licensed premises for the purpose of inspecting the licensed premises.

**15. ANIMALS:** Licensee shall keep all domestic animals in or about the licensed premises under control. Lake policy requires all dogs to be tied to a leash not to exceed fifteen feet in length. Animals may not be unattended. Animals can create noise violations. No permanent enclosures for animals are permitted.

**16. LIABILITY:** Licensee agrees Licensor and Licensor's agents and/or employees shall not be liable for any damages resulting from injury or injuries sustained by any persons while on the licensed premises. Licensee agrees to neither hold, nor attempt to hold the Licensor liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident on the licensed premises or by reason of the negligence or default of the Licensor, or any other person, or liable for any injury by damage occasioned by defective electric wiring of Licensee's property or the breaking, bursting, stoppage, or leaking resulting from the freezing of plumbing. The Licensee will save and hold harmless the Licensor from any and all expense, loss, damage, or injury to persons or property arising from or occurring due to his/her occupation or use of the licensed premises. In case of damage to or loss to the licensed premises arising from or occurring by reason of Licensee's occupation or use of licensed premises, the Licensee will, at Licensee's cost and expense, repair such damage to the licensed premises or restore it to its previous condition'

The Licensor shall not be liable for any damage to property of the Licensee or of others on the licensed premises during the period when the Licensee shall have the right to use the licensed premises. The Licensor shall not be liable for any latent defect in the licensed premises or appurtenances.

**17. SURRENDER OF PREMESIS:** At the expiration, revocation, or other earlier termination of this License, Licensee shall quit and surrender the licensed premises in as good state and condition as they were at the commencement of this License, reasonable use, wear and damages by the elements excepted.

**18. DEFAULT:** If any default is made in the performance of, or compliance with any term of this Agreement, this License shall, at the option of the Licensor, be subject to revocation upon written notice to the Licensee. It is understood and agreed that upon revocation of this Agreement by Licensor, Licensee's rights to use the licensed premises shall cease and Licensor may re-enter the premises and remove all persons and property therefrom, by force or otherwise, without liability or damages therefore. Licensor is not responsible for refunding any fees previously received and Licensor may, at its option, re-license the premises, or any part thereof, for the whole or any part of the unexpired term and collect all fees payable by the virtue of such re-licensing. Any personal property left on the premises after notice of revocation shall be deemed to have been abandoned and Licensor may dispose of all such personal property, without notice and liability in any manner Licensor may deem proper. The costs of cleaning the site, including the removal of non-maintained improvements, less any recovery, shall be charged to the Licensee.

**19. ABANDONMENT:** If at any time during the term of this License, Licensee abandons the licensed premises, Licensor may, at its option, enter the premises by force or otherwise without being liable for damages by reason thereof, and may, at its discretion, re-license the premises, or any part thereof for the whole or any part of the then unexpired term, and may receive and collect all fees payable by virtue of such re-licensing and, at Licensor's option, hold Licensee liable for any fees that would have been payable under this license during the balance of the unexpired term, if this License had continued in force. If Licensor's right of re-entry is exercised following abandonment of the premises by the Licensee, then Licensor may consider any personal property belonging to Licensee and left on premises to also have been abandoned, in which case Licensor may dispose of all such personal property in any manner Licensor shall deem proper and is hereby relieved of all liability for doing so. The costs of cleaning the site, including the removal of non-maintained improvements less any recovery, shall be charged to the Licensee.

**20. BINDING EFFECT:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns the parties hereto, and all covenants are to be construed as conditions of this license. Licensee stipulates that he/she has received a copy of the University Policy and Procedures Letter 3-0180 for Lake Carl Blackwell and a supplemental list of common Lake Carl Blackwell Rules. Licensee agrees that violations of said Policies and Rules, or the terms specified in this Agreement, will be grounds for revocation of this License, at the option of Licensor, upon written notice to Licensee. There is a \$75 charge for early termination of the License Agreement if early termination is approved by OSU Property Management upon successful transfer of License to another party by OSU Property Management.

**21. License Application:** If Licensee has submitted a rental application in connection with this License Agreement, Licensee acknowledges that Licensor has relied on this application as an inducement for entering into this License Agreement and Licensee warrants to Licensor that the facts stated in the application are true to the best of Licensee's knowledge. If any facts stated in the rental application prove to be untrue, Licensor shall have the

right to terminate the tenancy immediately and to collect from Licensee any damages, including reasonable attorneys' fees, resulting from such falsehood.

My signature indicates that I understand and agree to all terms and conditions of this License Agreement. I also acknowledge receipt of a copy of the Lake Carl Blackwell Rules and Regulations.

## LAKE CARL BLACKWELL PAYMENT POLICY

University policy requires all payments to be applied to the oldest charges on your account. Payments can no longer be designated toward rent. Therefore, in order not to receive a late payment charge, as well as other potential adverse consequences, your account must be current on **all** charges, including tuition, dining, athletics, parking, and all other fees.

1. Fees are due without demand under the License Agreement prior to or on the 1<sup>st</sup> of the month. Any time a payment is not POSTED PRIOR to the 10<sup>th</sup> of a month, a \$25.00 late payment penalty will be added to the account. If the payment made does not bring the account **CURRENT** on all Lake Carl Blackwell charges, a late payment penalty will be added.
2. Licensee understands and agrees electrical service will be discontinued if a late fee is added to the account until the account is confirmed current. LCB staff cannot access the Bursar system to check accounts.
3. Licensee understands and agrees that upon the second consecutive Late Payment, Lake Carl Blackwell reserves the right to terminate utility services until such time the payment is made, and an additional deposit of \$400 is paid for the electrical service only.
4. If the total past due equals or exceeds the equivalent of two months fees, your License Agreement will be terminated, charges applied for the balance of the term of the License Agreement, and the provisions for Default contained in the License Agreement will be enforced regarding property on site.
5. If any three non-consecutive payments are late in any License term, renewal will be allowed only if the entire term of the next renewal is paid in advance.
6. Make checks payable to Oklahoma State University. Include your CWID to insure proper credit to your account. Payments by mail should be sent to: OSU, Office of the Bursar, PO Box 1583, Stillwater, OK 74076-1583. Payments in person by check or cash at 113 Student Union, Stillwater, OK. 74078 (405-744-5993). Other payment options include automatic payments, on-line Credit Card payments and on-line Web Checks. For more information on payment options, go to <http://bursar.okstate.edu>

I have read and understand the payment terms above, and the possible effects on my License Agreement.

Name \_\_\_\_\_ **CWID A** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

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OSU Property Management

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Date