**LICENSE TO USE U.S. ARMY GARRISON – STUTTGART FACILITIES**

**THE COMMANDER, U.S. ARMY GARRISON STUTTGART** hereby grants to:

**(NAME OF PO)** (Licensee) a license (License), for occasional fundraising on the real property listed in the USAG Stuttgart Policy Memorandum #32 Enclosure. This revocable License is valid for 24 months and will be reviewed upon **(NAME OF PO)** annual reporting to the D, FMWR. Prior to each fundraiser, **(NAME OF PO)** is still required to obtain fundraiser approval from the D, FMWR, as well as facility-use approval from the facility manager.

 This license is not subject to Title 10, United States Code, Section 2662.

 **THIS LICENSE** is granted pursuant to Army Regulation (AR) 210-22, paragraph 5-3 d.(1), AR 405-80, paragraphs 2-13 & 4-33, and the Joint Ethics Regulation 3-211b., and is subject to the following conditions:

1. That the exercise of the privileges hereby granted shall be under the general supervision and subject to the approval of the Garrison Commander having immediate jurisdiction over the property, hereinafter referred to as “the Commander” and is subject to such rules and regulation as may be prescribed by the Commander.
2. That any property of the United States Government, the Department of Defense, the United States Army, or U.S. Army Garrison Stuttgart (collectively the “Government”) damaged or destroyed by the Licensee, incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Licensee to the satisfaction of the Commander, or in lieu of such repair or replacement, the Licensee shall, if so required by the Commander, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of the Government’s property.
3. That the Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Licensee, or for damages to the property or injuries to the person of the Licensee’s officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from Governmental activities on said premises, and the Licensee shall hold the Government harmless from any and all such claims.
4. That, upon the termination of this License, the Licensee shall, within such time as the Commander may designate, vacate the said premises, remove all the property of the Licensee therefrom, and restore the premises to a condition satisfactory to the Commander. If the Licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Commander, said property shall either become the property of the Government without compensation therefor, or the Commander may cause the property to be removed and the premises to be restored at the expense of the Licensee, and no claim for damages against the Government or its officers or agents shall be created by or made on account of such removal and restoration work.
5. That the Licensee shall neither transfer this license nor sublet the said premises or any pert thereof, nor grant any interest, privilege, or license whatsoever in connection with this license without permission in writing from the Commander.
6. This License is granted without charge and may include utilities, in-place equipment, and janitorial services without charge, as long as the use is incidental to US Government use. However, the Government shall be under no obligation to furnish utilities or services.
7. By using the Property, licensee agrees to be bound by the foregoing terms and conditions and covenants that the Licensee bears sufficient insurance to cover any damage or injury that may result from the use of any Government property.

**IN WITNESS WHEREOF** I have hereunto set my hand as Commander, USAG Stuttgart this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_\_.

GLENN K. DICKENSON

 COL, MI

**THIS LICENSE**, together with the provisions and conditions thereof, is hereby accepted

this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_.

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SIGNATURE OF LICENSEE ORGANIZATION’S AGENT LICENSEE ORGANIZATION

DFMWR Annual Compliance Verification Year: 20 \_\_\_\_\_\_\_

 Signature/Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_