

DEPARTMENT OF ENERGY

PERMIT (OUTGRANT)

PROJECT:

PURPOSE:

THIS PERMIT, between the Department of Energy (DOE), known as the "Grantor" and _____, known as the "Grantee," provides for use by the Grantee of certain Government-owned facilities. The Grantor grants to the Grantee permission to use the premises or facilities consisting of _____, together with ingress and egress, for the purpose of _____. This area contains approximately _____ acre(s) and is delineated on the attached drawing designated as Exhibit(s) _____ which is/are made a part of this Permit.

THIS PERMIT is granted subject to the following terms and conditions:

1. TERM/TERMINATION RIGHTS - This Permit shall be effective beginning _____ and ending _____ but is revocable at any time without notice at the option and discretion of the Grantor and its duly authorized representative. The Grantee may terminate this Permit by giving thirty (30) days written notice to the Grantor's representative set out in Condition No. 2.
2. AUTHORIZED REPRESENTATIVES - The Grantor's representative shall be the Realty Officer, Routing Symbol, U.S. Department of Energy, Address and Phone #. The Grantee's representative shall be _____ in _____. Any changes in the designated representatives or in their respective addresses shall be given in writing to the other.
3. NOTICE - No notice, order, direction, determination, requirement, consent, or approval under this Permit shall be of any effect, within the restrictions of this Permit, unless provided in writing to the authorized representative at the address set out in Condition No. 2.
4. CONDITIONS OF PRIVILEGES GRANTED - The exercise of the privileges granted shall be without cost or expense to the Grantor; shall be subject to the right of the Grantor to construct, use, and maintain facilities on the premises without unreasonably interfering with the Grantee's privileges; shall be subject to other outgrants of the Grantor on the premises which do not unreasonably interfere with the Grantee's privileges; and shall be without liability of the Grantor for failure to supervise or inspect activities or facilities of the Grantee.
5. INSPECTION OF PROPERTY - The Grantor and Grantee have inspected and know the condition of the permitted property, and it is understood that the property is granted without any representation or warranty by the Grantor whatsoever and without obligation on the part of the Grantor to make any alterations, repairs, or additions.

6. PROTECTION OF PROPERTY - Subject to the limitations of Condition No. 18 with respect to the restoration of the property, all portions of the permitted property shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee.

7. TRANSFERS/ASSIGNMENTS - The Grantee shall neither transfer nor assign this Permit or any property on the premises, nor sublet the premises or any part of the property, nor grant any interest, privilege, or license whatsoever in connection with this Permit.

8. GRANTOR SUPERVISION AND ADMINISTRATION - The Grantor's representative shall have complete charge of the administration of this Permit and shall exercise full supervision and general direction insofar as the interests of the Grantor are affected. Grantee shall comply with such rules and regulations regarding Grantor security, ingress, egress, safety, sanitation, etc. as may be prescribed from time to time by the Grantor's representative.

9. ALTERATIONS - No additions to, or alterations of the premises shall be made without the prior written consent of the Grantor.

10. OFFICIALS NOT TO BENEFIT - No member of or delegate to Congress, or resident commissioner shall be admitted to any share or part of this Permit or to any benefit arising from it. However, nothing contained within this Permit shall be construed to extend to any incorporated company if the Permit be for the corporation's general benefit.

11. COVENANT AGAINST CONTINGENT FEES - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Grantor shall have the right to annul this Permit without liability, or in its discretion, to require the Grantee to pay the full amount of such commission, percentage, brokerage, or contingent fee.

12. ENVIRONMENT - The Grantee shall not unlawfully pollute the air, ground or water or create a public nuisance. The Grantee shall use all reasonable means available to protect the environment and natural resources from damage arising from this Permit or activities incident to it and, where damage nonetheless occurs, the Grantee shall be liable to restore the damaged resources. The Grantee shall at no cost to the Grantor promptly comply with present and future Federal, State, and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the Grantee's right to contest their validity or enjoin their applicability. The Grantee shall not be responsible for pollution caused by others. If the Grantee discovers contamination on the premises, the Grantee shall immediately cease activities and notify the Grantor's representative.

13. CULTURAL ITEMS - The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the Grantor's representative and protect the site and the material from further disturbance until the Grantor gives clearance to proceed.

14. LAWS, ORDINANCES, REGULATIONS - The Grantee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the permitted premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters.

15. GRANTOR INDEMNITY - The Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises nor shall it be responsible for damages to the property or injuries to the persons of the Grantee, its agents, employees or representatives, or others who may be on the premises at their invitation, arising from Grantor activities, and the Grantee shall hold the Grantor harmless from any and all such claims.

16. GRANTEE LIABILITY - The Grantee shall be liable for any personal injury, loss of, or damage to the premises or facilities incurred as a result of its use and shall make such restoration, repair, or monetary compensation as may be directed by the Grantor as set out in Condition No. 18. The Grantee shall not be liable for loss of or damage to the premises arising from causes beyond the control of the Grantee. Nothing contained within this Permit, however, shall relieve the Grantee of liability with respect to any loss or damage to the premises which results from willful misconduct, lack of good faith, or failure to exercise due diligence on the part of the Grantee.

17. GRANTOR SERVICES/UTILITIES - The Grantee shall pay the cost of producing and/or supplying any utilities and other services furnished by the Grantor or through Grantor facilities for use by the Grantee.

18. VACATION/RESTORATION - Upon termination, expiration, or relinquishment of this Permit, the Grantee shall vacate the premises, remove its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities and shall restore the premises or facilities to the same or as good condition as existed on the date of entry under this Permit, excepting normal wear and tear. In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the Grantee shall promptly give notice to the Grantor and, to the extent of its liability shall, upon demand, either compensate the Grantor for such loss or damage or shall rebuild, replace or repair the item(s) of the premises or facilities lost or damaged as the Grantor may elect. That if for any reason it should be deemed necessary or expedient for the Grantor to perform functions and/or render services which are the responsibility of the Grantee, the Grantee shall reimburse the Grantor for any costs incurred by the Grantor in connection with said functions and services.

19. GRANTEE PERFORMANCE - The failure of the Grantor to insist in any one or more instances upon strict performance of any of the terms, covenants or conditions of this Permit shall not be construed as a waiver or relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions and the Grantee's obligations with respect to such future performance shall continue in full force and effect.

20. AMENDMENT - This Permit may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this Permit certain Conditions were deleted, revised, and added (with the additions being designated as Page (s) _____ and being made a part of this Permit) in the following manner:

THE GRANTOR AND GRANTEE have caused this Permit to be signed on their behalf by their duly authorized representatives.

GRANTEE:

By: _____

Title: _____

Date: _____

GRANTOR: U.S. Department of Energy

By: _____
DOE Real Estate Office

Title: DOE Realty Officer

Date: _____