

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (this "Agreement") made and entered into this ___ day of _____, 20___, by and between the University of Texas Health Science Center at Houston (hereinafter referred to as the "University"), and _____ (hereinafter referred to as the "Licensee"), whose contact address is _____ and contact telephone number is _____.

WITNESSETH

- A. Licensee desires to use the described facilities for the purpose described herein; and
- B. University is willing to permit Licensee to use said facilities for a limited period of time and in such a manner as described herein.

NOW, THEREFORE, for and in consideration of the fee hereinafter provided, and other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

ARTICLE 1: GRANT OF LICENSE

1.1 The University grants a license to the Licensee to use and the Licensee licenses from the University the following facilities:

[Insert description of Facilities to be used here, including suite numbers, if applicable]
_____ (hereinafter "the Facilities")

1.2 The term of the license provided for herein is for the following times and dates:

[Insert description of times and dates Facilities will be used by Licensee]
_____.

1.3 The Licensee shall have the right to occupy and use the Facilities for the purpose of _____ and no other (the "Licensed Event"). If the University deems it necessary, the University will provide support personnel at the expense of Licensee to work with Licensee with regard to the Licensed Event and who will be present prior to and during the Licensed Event. The right to occupy and use the Facilities by Licensee shall not be construed as an endorsement by the University of the Licensed Event or purposes thereto.

1.4 The Licensee shall not assign this Agreement nor sublet the Facilities.

1.5 The sponsor of the Licensee (pursuant to HOOP 2.09, Use of University Facilities) is _____.

ARTICLE 2: FEES

2.1 To use the Facilities, the Licensee agrees to pay the University the sum of \$ _____ by check made payable to "The University of Texas Health Science Center at Houston." Such payment must be delivered to the University upon execution of this Agreement and delivery of such payment is a condition precedent to the University's obligations under this Agreement.

2.2 The Licensing Fee does not include: fees for police services for campus public safety personnel or any other additional support personnel that the University, in its sole discretion, may require for purposes of the Licensed Event, expenses for additional utilities, maintenance or other expenses incurred by the University because of the Licensed Event, or any expenses incurred by the University for clean-up, maintenance or repair of the Facilities as a result of the Licensed Event. These expenses shall be invoiced to Licensee after the

Licensed Event and Licensee must pay all invoiced expenses no later than fourteen (14) days after receipt of the invoice.

2.3. The individual signing this Agreement on behalf of the Licensee agrees and acknowledges that he or she is individually and joint and severally liable for all amounts owed by Licensee under this Agreement and that he or she shall pay for all amounts owed by Licensee under this Agreement if Licensee fails to make proper payment to the University.

ARTICLE 3: INDEMNIFICATION AND INSURANCE

3.1 The Licensee agrees to pay all fees and expenses pursuant to the terms of this Agreement. Failure to pay such fees and expenses when due shall result in limitations or restrictions on future use of any University facilities by the Licensee as well as possible legal action by the University against the Licensee. The Licensee is solely responsible for the activities, supervision, and safety and welfare of participants and attendees of the Licensed Event, including but not limited to times when such participants and attendees are in University common areas, restrooms, classrooms, parking areas, or on any University property. **This agreement is made upon the express condition that the University shall be free from all liabilities and claims for damages and / or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever (including injuries to the persons or property of third parties), from any cause or causes whatsoever while in or upon premises or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of premises or any activity carried on by the Licensee in connection therewith, and the Licensee hereby covenants and agrees to release, forever discharge and /or indemnify, defend and hold the University, its System, its components, Regents, officer, agents, and employees, harmless from any and all claims, losses, suits, demands, causes of action of whatever kind and nature, proceedings, damages or liabilities, including attorney's fees, on account of or by reason of any such injuries, death, liabilities, claims, suits, or losses however occurring or damages growing out of the same; except to the extent such harms are caused by the gross negligence or willful misconduct of the University and its personnel.** The Licensee agrees to comply with all laws, ordinances, and regulations applicable to the intended use and occupancy of the Facilities. In addition, the Licensee agrees to be responsible for payment of federal, state, or local taxes, which may be levied against the entertainment being presented or on admission to such entertainment activity. The Licensee shall not cause or permit anything to be done to mar, deface, or otherwise damage the Facilities. The Licensee shall leave the premises in the same condition as the commencement of occupancy, except for ordinary wear and use.

3.2 In the event that the Facilities or any part thereof is damaged by fire or if for any reason, including any act of God, which in the judgment of the University renders the fulfillment of this Agreement by the University impossible, the obligations of the University under this Agreement shall terminate and the Licensee hereby expressly releases, discharges, and will hold harmless the University, its System, its components, Regents, officer, agents, and employees from any and all demands, claims, actions and causes of action arising out of any of the causes aforesaid.

3.3 Licensee further agrees to purchase as its own expense a comprehensive liability insurance policy, including personal injury and property damage insurance, from an insurance company licensed to do business in the State of Texas and acceptable to the University, covering the Facilities, the Licensed Event, and the activities hereunder, and productions therein in the amount of \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. The University shall be named as an insured in any insurance policy required hereunder. The Licensee agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the insurance as required under this Agreement shall be delivered to the University no later than ten (10) days prior to the start of the Licensed Event. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without giving ten (10) days written notice to the University. Providing and maintaining insurance coverage is a material term of this Agreement.

3.4 The University assumes no responsibility whatsoever, for any property placed in the Facilities by Licensee, its employees, its agents, its guests, its patrons, and its invitees, and the University is hereby expressly

released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the use of the Facilities under this Agreement.

ARTICLE 4: MISCELLANEOUS

4.1 Any property left at the Facilities by the Licensee, its agents, its guests, its patrons, and its invitees shall, after a period of ten days from the Licensed Event, be deemed abandoned and shall become property of the University to be disposed of or utilized at University's sole discretion.

4.2 The Licensee shall be liable for all damage to buildings, grounds, gardens, fields, and equipment incident to the Licensee's use of the Facilities.

4.3 The Licensee shall comply with any and all federal, state and local laws regarding the Licensed Event, including without limitation any and all laws relating to the consumption or distribution of alcohol, and if alcohol is to be served at the Licensed Event the Licensee must obtain permission from the University for such alcohol service and must follow all rules or instructions of the University and its personnel regarding such alcohol service. **The Licensee shall comply with any and all rules and regulations of the University regarding the Licensed Event, including without limitation HOOP 2.02 [Alcoholic Beverages] and HOOP 2.09 [Use of University Facilities], and the contents of such rules and regulations are incorporated herein by reference.**

4.4 If any material, composition or name to be used or performed at the Licensed Event is copyrighted, the Licensee shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The Licensee agrees to be fully responsible for any fees, royalties, and licensees in connection therewith. Furthermore, the Licensee shall indemnify and hold the University harmless from any and all claims, expenses or suits for copyright infringements which may arise from the Licensed Event and performance of this Agreement.

4.5 Unless agreed to in writing otherwise, the Licensee will supply all equipment needed for use in connection with the Licensed Event, including tables and chairs. These items and any other equipment or supplies may be set up only on the day of the Licensed Event and must be removed immediately after the Licensed Event.

4.6 The Licensee represents and warrants that it is a not-for-profit organization.

4.7 This Agreement shall be deemed to be a contract made under and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of such laws relating to conflict of laws.

4.8 This Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

4.9 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

4.10 Each party to this Agreement affirms to the other that it has had the opportunity to consult, and discuss the provisions of this Agreement with legal counsel and fully understands the legal effect of each provision.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first written above.

THE UNIVERSITY:

UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT HOUSTON

By: _____
Name: _____
Title: _____

LICENSEE:

By: _____
Name: _____
Title: _____

**SIGNATORY OF LICENSEE [for purposes of Section
2.3 of this Agreement]:**

By: _____
Name: _____