FACILITIES USE AGREEMENT
(Member as Licensor)
(Not to Exceed 1 year or $50,000/year)

This Facilities Use Agreement ("Agreement") is entered into this _____ day of _____, 20____ between _____, a member of The Texas A&M University System, an agency of the State of Texas ("MEMBER") and _____ ("LICENSEE").

In consideration of the covenants and agreements contained herein, MEMBER and LICENSEE agree as follows:

1. Grant of License: MEMBER grants to LICENSEE a license to use the space described below, subject to the terms and conditions of this Agreement, for the purpose of _____ (the "Event"). LICENSEE will not change the function or activity described herein without a written amendment to this Agreement signed by MEMBER and LICENSEE.

2. Licensed Space: This license covers only the following space (collectively, the "Licensed Space"):

_____ _____ maximum occupancy
_____ _____ maximum occupancy
_____ _____ maximum occupancy

This Agreement does not entitle LICENSEE or LICENSEE's officers, employees, agents, contractors, or invitees to occupy, enter or use any area, facility or equipment not included within the above description of the Licensed Space.

3. Term: The period during which LICENSEE is entitled to use the Licensed Space is herein called the "Term." All set-up and take-down activities in the Licensed Space must occur during the Term. The Term of this Agreement is as follows:

Date(s)	Commencement Time	Termination Time
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Fee: LICENSEE agrees to pay MEMBER a $_____ fee as consideration for LICENSEE's use of the Licensed Space for the purpose described above (the "Fee"). The Fee will be paid no less than five (5) business days prior to the Event.

5. Deposit: At the time of execution of this Agreement, LICENSEE must pay MEMBER, as a deposit, the sum of $_____ which will be credited to expenses such as the Fee or any other amounts due to MEMBER hereunder.

6. Overtime: LICENSEE must pay to MEMBER as an additional fee the sum of $_____ for each hour or fraction of an hour that LICENSEE or LICENSEE's officers, employees, agents, contractors, or invitees remain in the Licensed Space beyond the Term.

7. Payments: LICENSEE must make all deposits and payments under this Agreement by certified check, bank money order, or business check made payable to "_____" and delivered to MEMBER at the following address:

_____
_____
_____
_____

8. Utilities, Operating Personnel, Services, and Equipment: MEMBER will furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space. MEMBER will have the sole right to provide, at LICENSEE's expense, personnel and services (including custodial) in connection with LICENSEE's use of the Licensed Space. MEMBER may also provide, at LICENSEE's expense, such equipment as LICENSEE must timely and reasonably request at rates specified on the Services and Equipment Schedule attached hereto as Schedule "A" and incorporated herein by reference. Any expenses due from LICENSEE must, at MEMBER's option, be paid upon presentation of an invoice at the conclusion of the Event or within ten (10) days following LICENSEE's receipt of an invoice from MEMBER.

9. Insurance: LICENSEE must obtain and maintain during the Term of this Agreement or longer a commercial general liability insurance policy that designates MEMBER, the Board of Regents of The Texas A&M University System, and The Texas A&M University System as additional insureds, and that provides at least the following minimum coverage: $1,000,000.00 per occurrence, $2,000,000 aggregate, and $1,000,000 personal/advertising injury. Such coverage must be written on an occurrence basis and must not be cancelable without thirty (30) days' prior written notice to MEMBER. All coverage must be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to MEMBER. By requiring such minimum insurance coverage, MEMBER will not be deemed or construed to have assessed the risk that may be applicable to LICENSEE under this Agreement. LICENSEE must assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. LICENSEE is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

LICENSEE must provide to MEMBER a certificate of insurance attesting to the existence of a policy or policies providing coverage described in the preceding paragraph no later than five (5) business days prior to the Event. LICENSEE must provide to MEMBER a certified copy of said policy or policies upon request. Failure to comply with these requirements may result in termination of this Agreement for cause by MEMBER.

10. Alcoholic Beverages: LICENSEE will not sell or give away or allow beer, wine, or any beverage of alcoholic content to be sold, given away, sampled, or consumed in the Licensed Space or any part of the surrounding premises without prior written consent of MEMBER and then only in accordance with the rules and regulations promulgated by MEMBER and in compliance with the laws of the State of Texas, including the Policies and Regulations of the Board of Regents of The Texas A&M University System. LICENSEE must be solely responsible for procuring any and all necessary licenses, including but not limited to licenses from the Texas Alcohol Beverage Commission, relating to the serving of alcohol and must obtain Liquor Liability Insurance for the Event if alcoholic beverages will be served. LICENSEE agrees that any Event at which beverages of alcoholic content are served will be monitored by police or security personnel selected by MEMBER. All charges for the services of police or security personnel will, at MEMBER's option, be paid by LICENSEE in advance, upon presentation of an invoice at the conclusion of the Event, or within ten (10) days following LICENSEE's receipt of an invoice for such charges.

11. Controlled Substances: Texas state law prohibits the sale, consumption, possession, importation, or transportation of controlled substances to or within the Licensed Space or any part of the surrounding premises and other state properties.

12. Occupancy Capacity: LICENSEE must not admit into the Licensed Space at any time a larger number of persons than approved by MEMBER. For this Event, the maximum approved occupancy for each room is set forth in Section 2 above.

13. Care of Property: LICENSEE must take good care of the Licensed Space and all property located therein and must leave the Licensed Space clean and orderly after use. LICENSEE will be liable for the cost of any repairs, restorations or replacements to the Licensed Space or MEMBER's property necessitated by LICENSEE's or LICENSEE's officers, employees, agents, contractors, or invitees' use, and LICENSEE must reimburse MEMBER for all such costs within three (3) days after delivery of an invoice therefor.

14. Notices: Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

To MEMBER:
_____
Attn:_____
_____
_____
_____

with a copy to:
The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

To LICENSEE:
_____
Attn:_____
_____
_____
_____

15. Custody of Property: In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Licensed Space by or for LICENSEE, MEMBER will act solely for the accommodation of LICENSEE and neither MEMBER nor any of its officers, employees or agents will be a bailee or liable for any loss, damage, or injury to such property.

16. Control of Premises and Right to Enter: In permitting the use of the Licensed Space, MEMBER specifically retains the right to enforce any and all laws, rules and regulations applicable to the Licensed Space, and representatives of MEMBER may enter any portion of the Licensed Space at any time and on any occasion without any restrictions.

17. Property Restrictions: LICENSEE must not use or permit the Licensed Space to be used for any purpose other than that set forth herein. LICENSEE further covenants and agrees:

- **a.** LICENSEE's use of the Licensed Space must be in accordance with MEMBER Rules and The Texas A&M University System Policies and Regulations, which can be found at http://policies.tamus.edu.
- **b.** Appropriate standards of dress and behavior will be observed at all times in the Licensed Space.
- **c.** All minors (children under the age of 18) involved in or attending the Event must be under the care and supervision of an adult at all times while in the Licensed Space.
- **d.** All activities in the Licensed Space must be conducted so as not to endanger any person or damage any property therein.
- **e.** All aisles, corridors, passages, vestibules, elevators, and stairways must be kept free and clear of obstructions and must not be used other than for ingress and egress.
- **f.** No alterations will be made to the Licensed Space.
- **g.** No confetti, glitter, glue, or flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance or laser lighting equipment must be used or permitted unless first been approved by MEMBER in writing.
- **h.** No candles are permitted in the Licensed Space.
- **i.** No carts, dollies or other equipment with metal casters are permitted in the Licensed Space or the surrounding premises.
- **j.** No smoking is allowed in or around the Licensed Space or the surrounding premises.
- **k.** No animals (except service animals) are allowed in or around the Licensed Space or the surrounding premises.
- **l.** No signs, messages or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, the Licensed Space or surrounding premises without prior written approval of MEMBER.
- **m.** Outside audio-visual equipment such as projectors, etc., may not be brought into the Licensed Space. House equipment, with the exception of computers, must be used and operated by MEMBER personnel unless other arrangements are approved by MEMBER in writing.
- **n.** Any articles, exhibits, fixtures, materials, or displays of LICENSEE that have been previously approved by MEMBER must be brought into or taken out of the Licensed Space only at such entrances as may be designated by MEMBER.

18. Indemnification: LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MEMBER, THE TEXAS A&M UNIVERSITY SYSTEM, AND THEIR OFFICERS, REGENTS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS: FOR TAXES, LICENSE FEES, EXCISES, FINES AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY LICENSEE; FOR WAGES OR FRINGE BENEFITS OF LICENSEE'S EMPLOYEES OR CONTRACTORS; OR FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY THAT DIRECTLY OR INDIRECTLY RESULT FROM THE ACTS, OMISSIONS OR USE OF THE LICENSED SPACE OR SURROUNDING PREMISES BY LICENSEE OR LICENSEE'S OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES. LICENSEE WILL NOT DO OR PERMIT TO BE DONE ANYTHING IN OR UPON ANY PORTION OF THE LICENSED SPACE OR SURROUNDING PREMISES OR BRING OR KEEP ANYTHING THEREIN OR THEREON WHICH WILL IN ANY WAY CONFLICT WITH THE CONDITIONS OF ANY INSURANCE POLICIES INSURING THE LICENSED SPACE OR SURROUNDING PREMISES OR ANY PART THEREOF AGAINST LOSS.

19. Cancellation for Cause by MEMBER: MEMBER may cancel this Agreement for cause, such as if LICENSEE fails to comply with the terms and conditions of this Agreement, fails on request to demonstrate in a manner acceptable to MEMBER that LICENSEE is willing and able to perform adequately

all required duties and responsibilities related to the Event, or if any other similar cause occurs that justifies cancellation, in the discretion of MEMBER. In any such event, no deposit or fee refund will be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by MEMBER in connection herewith, must be made payable immediately to MEMBER by LICENSEE as liquidated damages and not by way of penalty.

20. Force Majeure: Neither party will be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any non-monetary obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control (financial inability excepted), including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, pandemics, quarantine, national or regional emergency, governmental order or action, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), will use reasonable commercial efforts to avoid or remove such causes of nonperformance, and will continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party will provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

21. Cancellation by LICENSEE or Failure to Take Possession: Unless otherwise agreed to by the parties, if LICENSEE cancels this Agreement or fail to take possession of or use the Licensed Space covered by this Agreement, no deposit or fee refund will be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by MEMBER in connection herewith, will be paid to MEMBER by LICENSEE as liquidated damages and not by way of penalty within ten (10) days following LICENSEE's receipt of a statement for such charges.

22. Assumption of Risk: LICENSEE assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Licensed Space. MEMBER and its officers, employees and agents will not be responsible or liable for any loss of, or damage to, property while in the Licensed Space regardless of how the loss or damage is sustained.

23. Removal of Property: In the event LICENSEE fails, neglects, or refuses to remove its property from the Licensed Space prior to the expiration of the Term, said property will be deemed abandoned and MEMBER will have the right to move, place in storage, or otherwise dispose of any such property at the sole cost and expense of LICENSEE. LICENSEE hereby irrevocably constitutes and appoints MEMBER as its special attorney in fact to do and perform all acts necessary in removing, storing, and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefor.

24. Waivers and Modifications: No waiver of any provision hereof will be effective unless stated in writing and signed by MEMBER and LICENSEE. No such waiver will constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder will not constitute a waiver of such right, remedy, or privilege.

25. Miscellaneous Provisions:

a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior agreement, written or oral, will be effective to vary the terms of this Agreement.
b. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.

c. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.

d. By statute, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the primary office of the chief executive officer is located.

e. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

f. All contracts related to the Event, including contracts between LICENSEE and caterers, speakers, performers, managers and others, must be made available to MEMBER for review prior to the Event.

g. Any claim or cause of action that accrues to any party under this Agreement will survive the termination of this Agreement.

h. Should MEMBER commence suit against LICENSEE under the terms of this Agreement because of LICENSEE's breach thereof, LICENSEE agrees to pay MEMBER's reasonable attorneys' fees, costs, and expenses.

i. The invalidity or illegality of any part of this Agreement will not affect the validity or force of any other part hereof.

j. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.

k. Time, and especially time of payment of monies due from LICENSEE, will be of the essence of this Agreement.

l. The parties will be independent contractors in the performance of this Agreement and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other.

26. Force and Effect: This Agreement will have no force or effect unless fully executed by both parties. LICENSEE covenants and agrees that its failure to fully and faithfully perform all covenants and agreements hereunder will excuse MEMBER's continued performance.

27. Publicity: LICENSEE must not use MEMBER's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving MEMBER's prior written approval.

28. Status as State Agency: LICENSEE expressly acknowledges that MEMBER is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by MEMBER of its right to claim such exemptions, privileges, and immunities as may be provided by law.

29. Debarment: LICENSEE represents and warrants, to the best of its knowledge and belief, that neither LICENSEE nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. LICENSEE must provide immediate written notice to MEMBER if, at any time LICENSEE learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that LICENSEE knowingly made a false representation, in addition to other remedies available to MEMBER, MEMBER may terminate this Agreement.

30. Conflict of Interest: By executing this Agreement, LICENSEE and each person signing on behalf of LICENSEE certifies, and in the case of a sole proprietorship, partnership or corporation, each

party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of **A&M SYSTEM** or **A&M SYSTEM's** Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by **A&M SYSTEM**, has direct or indirect financial interest in this Agreement, or in the services, if any, to which this Agreement relates, or in any of the profits, real or potential, related thereto.

31. AGREEMENT NULL AND VOID: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS NULL AND VOID IF THE TERM EXCEEDS ONE YEAR OR THE FEE EXCEEDS $50,000.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

ACCEPTED AND AGREED this _____ day of _____, 20_____.

MEMBER:

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Title: _____

APPROVAL RECOMMENDED:

By: _____

Name: _____

Title: _____

Schedule “A”

Services and Equipment Schedule