

Athletic Facilities Lease Agreement

This Agreement by and between the University of Houston, an agency of the State of Texas pursuant to Chapter 111, Texas Education Code, for the use and benefit of its Department of Athletics, hereinafter called "Director," collectively known as "Lessor" and _____ hereinafter called "Lessee."

WITNESSETH:

1. That for the consideration herein provided to be paid to it and subject to all the terms and conditions hereof the Lessor, has granted, and such Lessee has accepted, a non-assignable right for such Lessee to use and occupy _____ and that portion of the described as follows: Field and/or Court area, Seating area, Press Box, ticket booths and parking lot with the understanding that Lessee shall have the right of ingress and egress through the walkways, gates and entrances of such buildings and premises, but acquires hereby no other right in any other part of the buildings or premises than the part specified.
2. Lessee represents that such premises are being rented for the purpose of _____ and agree that such premises will be used for no other purpose.
3. Under this agreement Lessee is entitled to use and occupy said premises from _____ o'clock _____m. on _____, until _____ o'clock _____m. on _____, together with further right of access to, and a limited use thereof, for the purpose of putting in equipment, preparing equipment and premises for use, and packing up and removing equipment afterwards, for _____ hours before the hour first stated and for _____ hours after the hour last stated.
4. As consideration hereof and as payment for the right of use of such premises here granted, Lessee promises to pay the Lessor \$ _____ as a non-refundable fee plus _____% of estimated additional expenses as outlined below upon Lessee's execution of the agreement for a total deposit of \$ _____; and under the terms hereof, Lessee is entitled to right of access to or use of said premises.
5. Lessee also agrees to pay such charges for such additional services provided by Lessor specified, but not limited to as follows: Police security (UH police required), administration, T-shirt security, ushers, parking, ticket-takers, labor set-up and strike, Audio, House Maintenance (electricians, plumbers and/or clean-up) and/or Annex hereto, if any, of which \$ _____ has been paid upon Lessee's execution of the agreement and the remainder thereof is to be paid four (4) weeks prior to the event date at which, under the terms hereof, Lessee is entitled to right of access to or use of said premises.
6. To secure Lessor in Lessee's promise, stated in paragraph 7 on the reverse hereof, to pay the cost of repairing any damage done the premises, buildings, furnishings and equipment thereof, Lessee will deposit with the Lessor not later than 24 hours before occupying premises, the further sum of \$ _____ dollars out of which the Lessor may deduct the cost of any such repair, etc., and the remainder of which will be returned to Lessee. Director shall have the right at his option to accept in lieu of such cash deposit a performance bond which shall be in such form and shall be executed by such surety or sureties as Director may approve.
7. All sums of money which become payable to Lessor under the hereof, including the terms on the reverse hereof, shall be payable without demand to the Director of Athletics of the University of Houston in Houston, Harris County, Texas.
8. No assignment of the Agreement or the rights and obligations hereunder shall be valid without the prior written consent of the non-assigning Party; and as otherwise expressly provided herein, no amendment or variation of the terms of the Agreement shall be valid unless in writing and signed by authorized representatives of both Lessor and Lessee.
9. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of the Agreement or any judgment entered by any court in respect thereof, shall take place solely in the courts or locations that are situated in the State of Texas, County of Harris.
10. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as or be construed to be, a waiver of any subsequent breach of the Agreement.

UNIVERSITY OF HOUSTON

LESSEE

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____
 Title: _____

Business: _____

Address: _____

ADDITIONAL TERMS AND CONDITIONS OF LEASE

1. Lessee agrees to file with Lessor a report of the gross gate receipts 14 days from the date of the event, which report shall be subject to an audit by Lessor.
2. Lessee agrees to call the building only by its official name (_____) and shall use only that name on all printed materials in connection with the activity for which the premises are being leased.
3. Lessee shall not bring nor permit anyone to bring into said premises and buildings, nor keep therein anything that will constitute a fire hazard or increase the rate of insurance on the buildings or any property therein. Lessee shall not bring, nor permit any person to bring into said buildings or premises any animals, or any other property of any kind without the consent of Director. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other things placed therein or permitted to be placed therein by Lessee and to terminate this contract without notice or damage.
4. Lessor, through its Director, and other designated representatives, shall have the right at any time to enter any portion of the said premises, and buildings for any purpose whatsoever and the entire buildings and the premises expressly covered by this agreement shall be at all times under the control and charge of Director. The keys to the premises shall remain in the possession of Director, but during the period covered by this agreement, the entrances and exits of the premises shall be locked or unlocked under the direction of Lessee. Lessee agrees to pay Lessor for the required ushers, gatemen, ticket takers, police and other employees necessary for the operation of the activity. However, Lessor reserves the right at all times to control the ushers, gatemen, ticket takers, and all other employees of Lessee and the right to remove from its premises any and all such employees of Lessee, and the right with its officers and agents, including its police officers, to eject any objectionable person or persons from the buildings and premises; and in the event of the exercise of this authority, Lessee waives any and all claims for damages against the University of Houston on account thereof. In the event Lessee desires to use any of the personnel of the Lessor, such as ticket sellers, ticket takers, stadium police, special service men, sound and light operators or cleanup men, Lessee shall make its own arrangements with them subject to such supervision as Lessor may consider appropriate in its discretion, and there shall be no obligation on the part of the Lessor to furnish the same.
5. Lessor reserves the sole and exclusive right to offer for sale on, in, or about the building and premises covered by this agreement any beverages, food, souvenirs, or other merchandise of any sort. The parking rights also are retained by the Lessor. Lessor reserves the sole and exclusive right to approve or deny any sponsorship or sponsors associated with the purpose or use for which Lessee has executed this Agreement.
6. Lessor will furnish lights according to the present openings in the premises covered by this agreement and no gasoline, oil, flashlights or any other artificial lighting shall be permitted therein without the consent of Director. No electricity will be used except from present outlets and then only under the supervision and subject to the approval of Director.
7. Lessee will not without consent of Director cause, nor permit any nails or other things to be driven into any portion of the buildings or any signs to be affixed either to the exterior or interior, thereof: nor cause, nor permit any changes or alterations, of any part of the premises or buildings or the furnishings or equipment thereof; nor do, nor permit to be done anything which will damage or change the finish or appearance of the premises or the furnishings thereof. Lessee will pay the cost of repairing any and all injury and damage which may be done to the premises, buildings, or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the buildings upon the invitation of Lessee including the patrons of the attraction or function for which Lessee is hereby renting the premises in question. It is expressly agreed that Director shall determine whether any such damage has been done, the amount thereof, and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible. His decision shall be final.
8. If in connection with the purpose or use for which Lessee is renting the premises any of the equipment, chairs, any portion of the stage of floor or other portions of the building or furniture are moved or removed, Lessee agrees to pay the cost of replacing the same and putting them back in the same condition and place as they were before such removal.
9. Failure on Lessor's part to have required the making of a cash deposit to secure it against the losses referred to in the foregoing paragraph of these terms and conditions shall not affect the unconditional liability of Lessee to pay the cost of the damage, repair, replacement, etc., therein referred to. Similarly, the extent of Lessee's liability on account thereof shall not be limited wither to the amount of such cash deposit or to the amount of such bond as Lessee may have furnished in lieu thereof.
10. Neither the halls, stairways, nor lobbies of said buildings nor the sidewalks, driveways nor parking lots of the said premises thereof shall be obstructed by Lessee nor used for other purposes than ingress or egress without the consent of Director.
11. Lessor reserves the right after the termination of the time for which the premises are rented by this agreement to remove from the premises all effects of Lessee remaining therein and to store the same wherever it sees fit in its name or, at its option, in the name of Lessee, but at the cost, expense and risk of Lessee, and Lessor shall not be liable in any way to Lessee on account of so removing and storing any such effects. For such additional period beyond the terms of this agreement as any affects of Lessee may so remain in the buildings or on the premises Lessor will be entitled to charge such amount as Lessor shall specify. Should Lessor agree to append the terms hereof or provide services in addition to those specified herein, Lessee agrees to pay such additional charges to Lessor as Lessor shall specify. 25 complimentary tickets shall be made available (at no cost) to the Lessor. Additionally, Lessee shall provide either A) ship a certified manifest from the ticket printer or B) ship all tickets directly from the printer to the Lessor's ticket office for verification. All tickets will be consigned from Lessor to Lessee with pre-event numbers of consignment

(for sale) and complimentary (for Lessee) tickets. Failure to comply will cause the 12% fee to be charged on All distributed tickets.

12. Unless stated to the contrary in the face of this agreement, Lessor agrees, at the time therein contemplated, to furnish premises and buildings to Lessee lighted, heated, clean, etc., in the manner customarily done, with their usual equipment available. Lessor will make no charge on account of gas or electric power ordinarily used in the heating and lighting of the building. Lessee accepts the premises and buildings in their present condition and state of repair and agrees that upon the end of the term for which the premises have been rented, they will be vacated and surrendered up to the University of Houston in the same condition as that in which they were received.
13. In case the premises covered by this agreement, or the buildings of which such premises are a part be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by Lessor impossible, then the term of this lease shall end and Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination. Lessee agrees that Lessor may, with or without cause, terminate this entire agreement at any time prior to the payment by Lessee in full of the agreed rent. Unless such termination be on account of breach or default on the part of Lessee, Lessee shall thereupon become entitled to have refunded such amount as Lessee has paid as rent under this agreement, but is expressly understood that failure on Lessee's part to pay the remainder of the agreed rent and to make the deposit as security against damage to the premises, etc., and to deposit or furnish the policy of insurance referred to in paragraph 15 of these conditions, within the time herein stipulated, shall entitle Lessor to terminate this entire agreement and to hold as Lessor's liquidated damages and not as penalty such amount as Lessee has theretofore paid under this agreement.
14. Acceptance by Lessor of payment at later times or at other places than herein stated under other similar agreements, no matter how many times repeated shall not prevent Lessor without demand or notice from requiring strict compliance with the provisions thereof for the date and place of payment.
15. **To the extent authorized under the constitution and laws of the state of Texas, Lessee agrees to defend, indemnify and hold the Lessor, University of Houston System Board of Regents, the University of Houston System, their agents, employees, officers, administrators, component institutions, successors and assigns (individually and/or collectively referred to as "Indemnities") from and against all claims, injuries, damages, losses, costs, expenses, liability to persons, including death of persons, or to property which may occur in any way by reason of the occupancy of said premises by Lessee, its agents, employees, or assigns, even though such injury or damage might be caused by the negligence of the Lessor. Lessee agrees to provide General Liability Insurance coverage in the minimum amount of \$1,000,000 Ea. Occurrence/ \$2,000,000 Aggregate to insure any and all such liabilities or damages in a company or companies approved by the Lessor and further agrees to have the Lessor, University of Houston System Board of Regents and the University of Houston System named as Additional Insureds on such General Liability Policy. Lessee will provide a Certificate of Insurance to the Lessor before Lessee is given access to the facilities herein.**
16. Lessee warrants that it will occupy the facilities and conduct its activities therein in a manner that complies with all applicable provisions of the Americans with Disabilities Act ("ADA"). Specifically, during the time of its occupancy of the facilities, Lessee agrees to provide auxiliary aids and services as provided for under the provisions of the ADA whenever such services are required for the events held at the leased premises. Lessee will make every effort to make the facilities accessible for the events held therein by removal of barriers wherever reasonable (with prior consultation and consent of Lessor for any physical barrier removal) and will provide alternative aids and services wherever barriers cannot be reasonably removed. To the extent authorized under the constitution and laws of the state of Texas, Lessee agrees to indemnify defend and hold harmless Lessor, its System, its components, regents, officers, agents, and employees from any claims, losses, suites, proceedings, damages or liabilities, including attorneys' fees, that arise out of or based on the grounds that the facilities or services provided by Lessee failed to comply with the applicable provisions of the ADA or any other applicable law. Lessee agrees to reimburse Lessor for any legal or other expenses incurred by Lessor in connection with investigation of defending against such claims, losses, suite, proceedings, damages, or liabilities, as and when such expenses are incurred to the extent authorized under the constitution and laws of the state of Texas. Lessor reserves the right to settle any claim, proceeding, or suit at any time.
17. In accordance with laws of the State of Texas, Lessee certifies that, upon the Effective Date of this Agreement, either (1) Lessee is not delinquent in payment of State of Texas corporate franchise taxes, or (2) Lessee is not subject to the payment of such taxes. Lessee agrees that any false statement with respect to franchise tax status shall be a material breach of this Agreement, and Lessor shall be entitled to terminate this Agreement upon written notice to Lessee.
18. This Agreement shall be performed in accordance with Lessor policies and with applicable law of the State of Texas and, to, the extent applicable, all federal laws and all rules and regulations of any regulatory body or officer having jurisdiction over the Parties and/or subject matter of this Agreement.
19. If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or Lessor policies, that part of the Agreement shall be reformed, if reasonable possible, to comply with the applicable provisions of law, statute, regulation, or Lessor policy, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonable possible.
20. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
21. Lessor may, with or without cause terminate this agreement by ten (10) day written notice to Lessee. Failure to comply with any of the terms, conditions and provisions hereof shall also entitle Lessor to terminate this agreement, at its option, without written notice or liability in damages.