

## Facility License Agreement (UH Campus Recreation Special Events)

This License Agreement, made and entered into on \_\_\_\_\_ by and between the University of Houston for and in behalf of its Department of Campus Recreation located at 4500 University Drive, Houston, Texas 77204-6056, Licensor, (hereinafter referred to as "University"), and \_\_\_\_\_ (hereinafter referred to as "Licensee") whose address is \_\_\_\_\_.

### WITNESSETH

- A. University owns all rights, title, and interests in the \_\_\_\_\_ and has the authority to grant this License; and
- B. Licensee desires to use the described facility for the purpose described herein; and
- C. University is willing to permit Licensee to use said facility in such a manner as described herein.

For and in consideration of the fee hereinafter provided, and the mutual promises and agreements contained herein, and subject to the terms and conditions hereinafter stated, the parties agree as follows:

1. **ARTICLE 1: GRANT OF LICENSE**

- a. University grants a license to Licensee to use and Licensee licenses from University the following portions and no other of facility:  
\_\_\_\_\_ (occupancy \_\_\_\_\_ people) [hereinafter "Facility"]
- b. Term: The term of this license is for the period during the following day(s) as shown on the attached Exhibit A.
- c. Use: Licensee shall have the right to occupy and use that portion of Facility for the purpose of \_\_\_\_\_ and no other ("Event"). University will provide a representative to work with Licensee and who will be present prior to and during Event, if required. The right to occupy and use Facility by Licensee shall not be construed as an endorsement by University of Event or purposes thereto.
- d. Personal: This Agreement is personal, and Licensee shall not assign this Agreement nor sublet the Facility without prior written consent of University.

2. **ARTICLE 2: LICENSING FEE**

- a. Licensing Fee: To use Facility, Licensee agrees to pay University the sum of \$\_\_\_\_\_ by check payable to "University of Houston." The fees are estimated as follows:
  - Special Support Services: \$\_\_\_\_\_ (attach itemization, if applicable)
  - Room Rental Charges: \$\_\_\_\_\_ (attach approved waiver request, if applicable)
  - Extraordinary Utility and Maintenance Deposit: \$200.00
  - Total Amount Due: \$\_\_\_\_\_
- b. Operating Expenses: The Licensing Fee does not include fees for University Police Department services for campus public safety. These expenses are estimated to be \$\_\_\_\_\_. These expenses must be paid upfront and received by University prior to Event.

- c. Cancellation: Cancellation is 100% refundable up to 30 days with advance written notice. After that time, University will refund \$\_\_\_\_\_ if cancellation occurs within 24 hours of Event. Refunds generally take four weeks to process. No refunds will be issued without at least 24 hours notice.

3. **ARTICLE 3: INDEMNIFICATION AND HOLD HARMLESS**

- a. Indemnification: Licensee agrees to pay all rental fees by the date stated herein. Failure to pay fees by the due date shall result in limitations or restrictions on future use of any University facility by Licensee. Licensee is solely responsible for the activities, supervision, and safety and welfare of participants, including but not limited to times when participants are in University common areas, restrooms, classrooms, parking areas, or on any University property. **This agreement is made upon the express condition that 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, whether the person or property of Licensee, it agents, or employees, or third persons, 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 Licensee in connection therewith, and Licensee hereby covenants and agrees to release, forever discharge and/or indemnify, defend and hold University, its System, its components, regents, officers, 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; whether or not caused by the negligence, act, or omission of University.** Licensee agrees to comply with all laws, ordinances, and regulations applicable to the intended use and occupancy. In addition, 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. Licensee shall not cause or permit anything to be done to mar, deface, or otherwise render the facilities unusable. Licensee shall leave the premises in the same condition as the commencement of occupancy, except for ordinary wear and use.
- b. Hold Harmless: In the event that Facility or any part thereof is damaged by fire or if for any reason, including any act of God, which in the judgment of University renders the fulfillment of this Agreement by University impossible, Licensee hereby expressly releases, discharges, and will save harmless University, its board of regents, its officers, its agents, and its employees from any and all demands, claims, actions and causes of action arising out of any of the cases aforesaid.
- c. Insurance: Licensee further agrees to purchase at its own expense a Comprehensive General Liability insurance policy, at a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate, including public liability and property damage, written by a company licensed to do business in the State of Texas and acceptable to University. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability the University shall be named as an additional insured in any insurance policy required hereunder. 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.
- d. Proof of Insurance: A certificate evidencing the insurance as required under this Agreement shall be delivered to University no later than ten (10) days prior to the start of Event. The policy may not be cancelled, terminated, changed, or modified without giving ten days written notice to University. Providing and maintaining insurance coverage is a material term of this contract.
- e. Security: All watchmen or other protective service desired by Licensee must be arranged for by special agreement with University and Licensee is responsible for all

such costs. University assumes no responsibility whatsoever, for any property placed in said Facility by Licensee, its employees, its agents, its guests, its patrons, and its invitees, and 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 said Facility under this Agreement.

- f. Releases: Licensee represents, warrants, and covenants that it has received or will receive releases from all participants in the Event, and such releases shall waive any and all claims against University for damages arising from the Event.

4. **ARTICLE 4: MISCELLANEOUS**

- a. Abandoned Property: Any property left at Facility by Licensee, its agents, its guests, its patrons, and its invitees shall, after a period of ten days from the term, be deemed abandoned and shall become property of University to be disposed of or utilized at University’s sole discretion.
- b. Repairs: Licensee shall be liable for all damage to buildings, grounds, gardens, fields, and equipment incident to Licensee’s use of Facility.
- c. Prohibitions:
  - (1) Food usage must be in compliance with established food and beverage contracts and associated policies.
  - (2) Alcoholic beverages of any kind are strictly prohibited.
  - (3) Vehicles are not permitted on the grounds, other than the parking lot.
- d. Copyright Fees, Royalties, and Other Licenses: If any material, composition or name to be used or performed under this Agreement is copyrighted, 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. Licensee agrees to be fully responsible for any fees, royalties and licensees in connection therewith. Furthermore, Licensee shall indemnify and save University harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.
- e. Set Up: Licensee will supply all equipment needed for use in connection with Event, including alter, tables, and chairs. These items and any other equipment or supplies may be set up only on the day of Event and must be removed immediately after Event.
- f. Governing Law: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement.

In witness whereof, Parties have duly executed this instrument the day and year first written above.

**UNIVERSITY OF HOUSTON**

**LICENSEE**

\_\_\_\_\_  
 Signature Date  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Signature Date  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Signature Date  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Business: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**

**Exhibit A**

Event Dates: \_\_\_\_\_

Event Times: \_\_\_\_\_

Details: