Print Form

Form No. OGC-S-2007-16 **GCSW Contract #**_____

Master Hotel/Motel Facility Use Agreement

This Agreement is entered into as of _____ between the University of Houston for and on behalf of the Graduate College of Social Work's Protective Services Training Institute ("University") and _____ ("Contractor") for the purpose of defining the services being offered to the University.

1. **STATEMENT OF SERVICES TO BE PERFORMED** (attach detailed description if necessary):
   a. Subject to and only on a Hotel/Motel Event Agreement (Attached), Contractor agrees to provide one (1) banquet-style room consisting of the following to facilitate the PSTI training(s) ("Event") described on the Hotel/Motel Event Agreement:
      i. One (1) head table with two (2) chairs
      ii. Six (6) tables with five (5) chairs each
      iii. Water Station Services (no other refreshments)
   b. Audio/Visual Equipment will be available upon request and will be billed at an additional rate per unit as follows:
      i. Flip Chart: $_____
      ii. TV/VCR Combo: $_____
      iii. Overhead Projector: $_____
      iv. Screen: $_____
      v. Extension Cord/Power Strip: $_____
      vi. Copies (each): $_____
      vii. DVD Player: $_____
      viii. Other (_____): $_____
2. **COMPENSATION:** University shall compensate Contractor in the amount of $_____, per Event plus a service charge of _____% and/or set up charge of $_____ upon receipt of an approved invoice.
3. **TERMS OF THE AGREEMENT:**
   a. This Master Hotel/Motel Facility Use Agreement shall have a term of _____ to _____. The approved Event(s) will only be authorized by a fully executed Hotel/Motel Event Agreement.
   b. This Agreement is to facilitate the business and/or educational mission of University and will not be used for personal reasons.
   c. All applicable laws, regulations, and University of Houston policies and procedures relative to conduct on University premises shall govern the services provided under this Agreement.
   d. Contractor agrees to indemnify and hold harmless the University from any claim, damage, liability, injury, expense, or loss arising out of his/her performance under this Agreement.
   e. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.
   f. This Agreement constitutes the sole agreement of the parties and supercedes any other oral or written understandings or agreements and may only be amended in writing. It is not assignable.
   g. The University or Contractor can terminate this Agreement in writing at any time with 90 days notice. University shall only be liable for payment of services and expenses incurred prior to termination.
   h. Under section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments

under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.

i. The exchange and communication of information between the parties shall be held in strict confidence and Contractor will use the information only for the purposes of this Agreement, and will advise its employees of the obligations under this Agreement in maintaining secrecy hereto.

4. **ALTERNATIVE DISPUTE RESOLUTION:**

a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of Contract made by the Contractor:

(1) A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Contractor other wise entitled to notice under the parties' Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by University nor any other conduct of any representative of University relating to the Contract shall be considered a waiver of sovereign immunity to suit.

b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.

c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Contractor, in whole or in part.

UNIVERSITY OF HOUSTON

_____
Signature Date
Name:_____
Title:_____

_____
Signature Date
Name:_____
Title:_____

Dept. Address:_____
_____
_____
Attn: _____

Note: Modification of this Form requires approval of OGC

CONTRACTOR

_____
Signature Date
Name:_____
Title:_____

Business: _____

Address:_____
_____
_____

Standard Form Approved
by the University of Houston System
Office of the General Counsel
Office of Contract Compliance