

Space Reservation Agreement

Name of Requestor: _____ Date: _____
 Sponsoring Organization: _____ Phone: _____
 Billing Address: _____
 Activity: _____ Date: _____
 Location: _____ Time: _____ to _____
 Room: _____ Expected Attendance (Max): _____

Oberholtzer Hall rooms (Ballroom, 3A, & 3B) are not handicap accessible.

<u>Furniture/Equipment*</u>	<u>Charges</u>	<u>Check List</u>
Table 4 FT \$1.00 x _____	\$ _____	Alcohol Served _____ Yes ___ No Additional Forms Required (Aramark)
Table 6 FT \$1.00 x _____	\$ _____	Food/Beverage Served _____ Yes ___ No Additional Forms Required (Aramark)
Chair \$0.50 x _____	\$ _____	Non University Students _____ Yes ___ No
Electrical Requirement _____ (Subject to approval by maintenance personnel)	\$ _____	Cash Handling _____ Yes ___ No
Room Charge	\$ _____	Campus Police _____ Yes ___ No
Other: _____ Attach sheet if necessary	\$ _____	Room Arrangement: _____ Attach diagram if necessary
Total Charges:	\$ _____	

* Labor and overhead will be charged according to operations approved rate. See originating office for schedule of rates

1. The Space Reservation Agreement must be submitted at least 72 hours in advance of the program and approved by the appropriate office.
2. Requestor shall compensate University on a per room/per use basis according to the terms specified in this Agreement.
3. University will provide notification to Requestor regarding and other requested arrangements a minimum of _____ days before the use of Facilities begins.
4. Requestor, at its sole cost, shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency, including University, which are applicable to Facilities and Equipment under this Agreement, including any applicable zoning ordinances, building codes, and environmental laws. Requestor shall not occupy or use Facilities referenced in the Appendix or permit any portion Facilities to be occupied for any use or purpose that is unlawful in part or in whole, or deemed by University to be disreputable in any manner or extra hazardous on account of fire.
5. Facilities referenced are delivered under this Agreement to Requestor "as is" and "with all faults," and University makes no representation or warranty of any kind, express or implied, with respect to the condition of Facilities (including habitability, fitness or suitability for particular purpose of Facilities). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNIVERSITY HEREBY DISCLAIMS AND REQUESTOR WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR REQUESTOR'S PURPOSE. REQUESTOR ACKNOWLEDGES THAT NEITHER UNIVERSITY NOR ANY AGENT OF UNIVERSITY HAS MADE ANY REPRESENTATION OR WARRANT WITH RESPECT TO FACILITIES OR WITH RESPECT TO

THE SUITABILITY OF SAME FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING FACILITIES, REQUESTOR SHALL BE DEEMED TO HAVE ACCEPTED THE SAME AS SUITABLE FOR THE PURPOSE HEREIN INTENDED.

6. University shall not be liable or responsible to Requestor for any loss or damage to any property or person occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or any similar matters. University shall not be liable to Requestor, or to Requestor’s agents, employees, servants, or invitees, and Requestor shall indemnify, defend, and hold University harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney’s fees) arising from (a) any injury to person or damage to property caused by any act, omission, or neglect of Requestor, Requestor’s agents, servants, employees, or invitees, (b) Requestor’s use of Facilities under the Agreement or the conduct of Requestor’s business, (c) any activity, work, or thing done, permitted or suffered by Requestor under the Agreement, or (d) any breach or default in the performance of any obligation on University’s part to be performed under the terms of the Agreement.
7. Requestor warrants that it will occupy 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 Facilities, Requestor 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. Requestor will make every effort to make Facilities accessible for the events held therein by removal of barriers wherever reasonable (with prior consultation and consent of University for any physical barrier removal) and will provide alternative aids and services wherever barriers cannot be reasonably removed. Requestor agrees to indemnify University of Houston, its System, its components, regents, officers, agents, and employees from any claims, losses, suits, proceedings, damages or liabilities, including attorneys’ fees, that arise out of or based on the grounds that Facilities or services provided by Requestor failed to comply with the applicable provisions of the ADA or any other applicable law. Requestor agrees to reimburse University for any legal or other expenses incurred by University in connection with investigation of defending against such claims, losses, suites, proceedings, damages, or liabilities, as and when such expenses are incurred. University reserves the right to settle any claim, proceeding, or suit at any time.
8. During the term hereof, if Facility is substantially damaged, destroyed by fire, storm, tornado, war, insurrection, casualty, or causes reasonably beyond University’s or Requestor’s control, so as to make Facility unusable for the purposes herein outlined, or to such an extent that, in the reasonable opinion of University, it would be impractical to restore or repair the same, this Agreement shall terminate automatically. After such termination, neither Party shall be further liable or responsible for obligations set forth in this Agreement.
9. Requestor may not assign or in any manner transfer its interest in this Agreement without prior written approval of University. Any attempt to assign by Requestor is void.
10. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, employer and employee, borrowed servant, or of partnership or of joint venture between the Parties.
11. This Agreement and the Appendix attached hereto contain the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations, or representations, whether oral or written, between the Parties. No agreement shall be effective unless it is in writing and signed by the party against whom enforcement of agreement is sought.
12. This Agreement is governed by the laws of the State of Texas (exclusive of its choice of law provisions).

Signed in Houston, Texas, on the dates indicated, but effective as provided above.

UNIVERSITY OF HOUSTON

REQUESTOR

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____

Note: Modification of this Form requires approval of OGC