

FACILITIES USE AGREEMENT

(Member as Licensee)

(Not to Exceed 2 years or \$50,000/year)

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

In consideration of the covenants and agreements contained herein, Licensor and Licensee agree as follows:

1. Grant of License: Licensor 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").

2. Licensed Space: This license covers only the following space (collectively, 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 shall occur during the Term. The Term of this Agreement is as follows:

<u>Date(s)</u>	<u>Commencement Time</u>	<u>Termination Time</u>
_____	_____	_____

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

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

6. Payments: Licensee shall make all deposits and payments under this Agreement to Licensor at the following address:

7. Utilities: Licensor shall furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space.

8. 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 without prior written consent of Licensor.

9. Care of Property: Licensee shall take good care of the Licensed Space and all property located therein and shall leave the Licensed Space clean and orderly after use. Licensee shall be liable for the cost of any repairs, restorations or replacements to the Licensed Space or Licensor's property necessitated by Licensee's or Licensee's officers, employees, agents, contractors, or invitees' use, and Licensee shall reimburse Licensor for all such costs within 10 business days after delivery of an invoice therefor.

10. Notices: Any notices, consents, or approvals required or permitted hereunder shall be properly given if in writing and personally delivered or delivered by certified mail, return receipt requested, and addressed to the following (unless other provisions specifically set out elsewhere in this Agreement):

To Licensor: _____
Attn: _____

To Licensee: _____
Attn: _____

with a copy to:

The Texas A&M University System
Office of General Counsel
Attn: System Real Estate Office
301 Tarrow, 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6350
Fax: (979) 458-6359
Email: sre@tamus.edu

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

12. Property Restrictions: Licensee shall 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. All activities in the Licensed Space shall be conducted so as not to endanger any person or damage any property therein.
- b. All aisles, corridors, passages, vestibules, elevators, and stairways shall be kept free and clear of obstructions and shall not be used other than for ingress and egress.
- c. No alterations shall be made to the Licensed Space.
- d. 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 shall be used or permitted unless first been approved by Licensor in writing.
- e. No candles are permitted in the Licensed Space.
- f. No carts, dollies or other equipment with metal casters are permitted in the Licensed Space.
- g. No smoking is allowed in or around the Licensed Space.
- h. No animals (except service animals) are allowed in or around the Licensed Space.
- i. Food and drink are permissible in the Licensed Space.

13. Waivers and Modifications: No waiver of any provision hereof shall be effective unless stated in writing and signed by Licensor and Licensee. No such waiver shall 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 shall not constitute a waiver of such right, remedy, or privilege.

14. 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 shall 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 Licensee 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. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.
- g. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.

15. Force and Effect: This Agreement shall have no force or effect unless fully executed by both parties.

16. Publicity: Licensor shall not use Licensee's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving Licensee's prior written approval.

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

18. Dispute Resolution: Licensor must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and this process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Licensor must submit written notice of a claim of breach of contract to the designated official of Licensee, who shall examine Licensor's claim and any counterclaim and negotiate with Licensor in an effort to resolve the claim.

19. AGREEMENT NULL AND VOID: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS NULL AND VOID IF THE TERM EXCEEDS TWO YEARS OR THE FEE EXCEEDS \$50,000 PER YEAR.

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

LICENSOR:

By: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Name: _____

Title: _____

APPROVAL RECOMMENDED:

By: _____

Name: _____

Title: _____