



OGC Form No. S-2005-4

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____, 200____, by and between the University of Houston, for and in behalf of _____, c/o _____, Houston, Texas _____ - _____, 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:

ARTICLE 1: GRANT OF LICENSE

1.1 The UNIVERSITY grants a license to the LICENSEE to use and the LICENSEE licenses from the UNIVERSITY the following portions and no other of facility:

_____ (occupancy _____ people) [hereinafter “the Facility”]

1.2 TERM: The term of this license is for the period during the following day(s) as shown:

Date: _____, 200____

Time: _____

Date: _____, 200____

Time: _____

1.3 USE: The LICENSEE shall have the right to occupy and use that portion of the Facility for the purpose of _____ and no other (the “Event”). UNIVERSITY will provide a representative to work with LICENSEE and who will be present prior to and during the Event, if required. The right to occupy and use the Facility by LICENSEE shall not be construed as an endorsement by the UNIVERSITY of the Event or purposes thereto.

1.4 PERSONAL: This Agreement is personal, and the LICENSEE shall not assign this Agreement nor sublet the Facility without the prior written consent of the UNIVERSITY.

ARTICLE 2: LICENSING FEE

2.1 LICENSING FEE: To use the Facility, the LICENSEE agrees to pay the UNIVERSITY the sum of \$_____ by check made payable to "The 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:	\$ _____	

2.2 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 the UNIVERSITY prior to the Event.

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

ARTICLE 3: INDEMNIFICATION AND HOLD HARMLESS

3.1 INDEMNIFICATION: The 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 UH facility by the LICENSEE. The 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 the 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 the 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 the LICENSEE in connection therewith, and the LICENSEE hereby covenants and agrees to release, forever discharge and/or indemnify, defend and hold the 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 the University.** The LICENSEE agrees to comply with all laws, ordinances, and regulations applicable to the intended use and occupancy. In addition, the 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. The LICENSEE shall not cause or permit anything to be done to mar, deface, or otherwise render the facilities unusable. The LICENSEE shall leave the premises in the same condition as the commencement of occupancy, except for ordinary wear and use.

3.2 HOLD HARMLESS: In the Event that the Facility or any part thereof is damaged by fire or if for any reason, including any act of God, which in the judgment of the UNIVERSITY renders the fulfillment of this Agreement by the UNIVERSITY impossible, the LICENSEE hereby expressly releases, discharges, and will save harmless the 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.

3.3 INSURANCE - LICENSEE further agrees to purchase at its own expense a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of Texas and acceptable to the UNIVERSITY, covering premises, operations hereunder, and productions therein in the amount of \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. The UNIVERSITY shall be named as an insured in any insurance policy required hereunder. The 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.

3.4 PROOF OF INSURANCE - A certificate evidencing the insurance as required under this Agreement shall be delivered to the UNIVERSITY no later than ten (10) days prior to the start of the Event. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without giving ten days written notice to the UNIVERSITY. Providing and maintaining insurance coverage is a material term of this contract.

3.5 SECURITY - All watchmen or other protective service desired by the LICENSEE must be arranged for by special agreement with the UNIVERSITY and the LICENSEE is responsible for all such costs. The 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 the 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.

ARTICLE 4: MISCELLANEOUS

4.1 ABANDONED PROPERTY: Any property left at the Facility by the 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 the UNIVERSITY to be disposed of or utilized at UNIVERSITY's sole discretion.

4.2 REPAIRS: The LICENSEE shall be liable for all damage to buildings, grounds, gardens, fields, and equipment incident to the LICENSEE's use of the Facility.

4.3 PROHIBITIONS:

- (a) Food Usage must be in compliance with established food and beverage contract and associated policies.
- (b) Alcoholic beverages of any kind are strictly prohibited.
- (c) Vehicles are not permitted on the grounds, other than the parking lot.

4.4 COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES - If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the 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. The LICENSEE agrees to be fully responsible for any fees, royalties and licensees in connection therewith. Furthermore, the LICENSEE shall indemnify and save the UNIVERSITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.

4.5 SET UP: LICENSEE will supply all equipment needed for use in connection with the Event, including alter, tables, and chairs. These items and any other equipment or supplies may be set up only on the day of the Event and must be removed immediately after the Event.

4.6 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, the parties have duly executed this instrument the day and year first written above.

UNIVERSITY OF HOUSTON

LICENSEE

By:

By:

Its: _____

Its: _____

OGC Form No. S-2005-4

Approved for use as a Standard Agreement

by the Office of the General Counsel and revised 01.07.2006

Note: Modification of this form requires approval of OGC