



Prairie View A&M University Facilities Use Agreement

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

In consideration of the covenants and agreements contained in this Agreement, PVAMU and Licensee agree as follows:

1. **Grant of License:** PVAMU 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). Licensee will not change the function or activity described in this Agreement without a written amendment to this Agreement signed by PVAMU and Licensee.

2. **Licensed Space:** This license covers only the following space (collectively, the Licensed Space):

Room # _____	Maximum occupancy _____
Room # _____	Maximum occupancy _____
Room # _____	Maximum occupancy _____

This Agreement does not entitle Licensee or Licensee’s officers, employees, agents, contractors, or invitees to occupy, enter or use any area, facility or equipment not included within the above description of the Licensed Space.

3. **Term:** The period during which Licensee is entitled to use the Licensed Space is called the “Term.” All set-up and take-down activities in the Licensed Space will occur during the Term. The Term of this Agreement is as follows:

<u>Date</u>	<u>Commencement Time</u>	<u>Termination Time</u>
_____	_____	_____

4. **Fee:** Licensee agrees to pay PVAMU a fee of \$ _____ as consideration for Licensee’s use of the Licensed Space for the purpose described above (the Fee). The Fee will be paid no less than 10 business days prior to the Event.

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

6. **Overtime:** Licensee will pay to PVAMU as an additional fee the sum of \$ _____ for each hour or fraction of an hour that Licensee or Licensee’s officers, employees, agents, contractors, or invitees remain in the Licensed Space beyond the Term.

7. **Payments:** Licensee will make all deposits and payments under this Agreement by certified check, bank money order, or business check made payable to “PRAIRIE VIEW A&M UNIVERSITY” and delivered to _____ at the following address:

8. **Utilities, Operating Personnel, Services, and Equipment:** PVAMU will furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space. PVAMU will have the sole right to provide, at Licensee’s expense, personnel and services (including custodial) in connection with Licensee’s use of the Licensed Space. PVAMU may also provide, at Licensee’s expense, such equipment as Licensee will timely and reasonably request at rates specified on the Services and Equipment Schedule attached to this Agreement as Schedule “A” and incorporated by reference. Any expenses due from Licensee will, at PVAMU’s option, be paid upon presentation of an invoice at the conclusion of the Event or within 10 days following Licensee’s receipt of an invoice from PVAMU.

9. Insurance: Licensee will purchase and keep in effect during the Term of this Agreement a commercial general liability and property damage insurance policy that designates PVAMU and The Texas A&M University System as additional insureds, and that provides coverage in the amount of \$500,000.00 per single occurrence for property damage (including _____ property) and \$250,000.00 per person and \$500,000.00 per single occurrence for injury to or death of any person that results directly or indirectly from the negligent act or omission of Licensee or Licensee's officers, employees, agents, contractors or invitees during the Term of this Agreement. The required insurance will be with an insurance company or companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise under policy or policies acceptable to PVAMU.

Licensee must provide to PVAMU a certificate of insurance attesting to the existence of a policy or policies providing coverage described in the preceding paragraph no later than 10 days prior to the Event. Licensee will provide to PVAMU a certified copy of said policy or policies upon request. Failure to comply with these requirements may result in termination of this Agreement for cause by PVAMU.

10 Alcoholic Beverages: Licensee must 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 or any part of the surrounding premises without prior written consent of PVAMU and then only in accordance with the rules and regulations promulgated by PVAMU and in compliance with the laws of the State of Texas, including the Policies and Regulations of the Board of Regents of The Texas A&M University System. Licensee will be solely responsible for procuring any and all necessary licenses, including but not limited to licenses from the Texas Alcohol Beverage Commission, relating to the serving of alcohol and will obtain Liquor Liability Insurance for the Event if alcoholic beverages will be served. Licensee agrees that any Event at which beverages of alcoholic content are served will be monitored by police or security personnel selected by PVAMU. All charges for the services of police or security personnel will, at PVAMU option, be paid by Licensee upon presentation of an invoice at the conclusion of the Event or within 10 days following Licensee's receipt of an invoice for such charges.

11. Occupancy Capacity: Licensee must not admit into the Licensed Space at any time a larger number of persons than approved by PVAMU. For this Event, the maximum approved occupancy for each room is set forth in Section 2 above.

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

13. Notices: Any notices, consents, or approvals required or permitted hereunder must 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 PVAMU:
Prairie View A&M University
Attn: Contracts Office
P.O. Box 519, MS 1311
Prairie View, TX 77446

To Licensee: _____
ATTN: _____

14. Custody of Property: In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Licensed Space by or for Licensee, PVAMU will act solely for the accommodation of Licensee and neither PVAMU nor any of its officers, employees or agents will be a bailee or liable for any loss, damage, or injury to such property.

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

16. Property Restrictions: Licensee must not use or permit the Licensed Space to be used for any purpose other than that set forth in this Agreement. Licensee further covenants and agrees:

- a. Licensee's use of the Licensed Space will be in accordance with PVAMU Rules and The Texas A&M University System Policies and Regulations, which can be found at <http://policies.tamus.edu>.
- b. Appropriate standards of dress and behavior must be observed at all times in the Licensed Space. Shirts and shoes must be worn at all times.

- c. All activities in the Licensed Space must be conducted so as not to endanger any person or damage any property therein.
- d. All aisles, corridors, passages, vestibules, elevators, and stairways must be kept free and clear of obstructions and must not be used other than for ingress and egress.
- e. No alterations will be made to the Licensed Space.
- f. 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 will be used or permitted unless first been approved by PVAMU in writing.
- g. No candles are permitted in the Licensed Space.
- h. No carts, dollies or other equipment with metal casters are permitted in the Licensed Space or the surrounding premises.
- i. No smoking is allowed in or around the Licensed Space or the surrounding premises.
- j. No animals (except service animals) are allowed in or around the Licensed Space or the surrounding premises.
- k. No signs, messages or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, the Licensed Space or surrounding premises without prior written approval of PVAMU.
- l. Food and drink are permissible in the Licensed Space and must be supplied by the current contracted food service vendor for PVAMU, all other food and drink vendors must be preapproved by the current contracted food service vendor.
- m. Outside audio-visual equipment such as projectors, etc., may not be brought into the Licensed Space. House equipment, with the exception of computers, must be used and operated by PVAMU personnel unless other arrangements are approved by PVAMU in writing.
- n. Any articles, exhibits, fixtures, materials, or displays of Licensee that have been previously approved by PVAMU must be brought into or taken out of the Licensed Space only at such entrances as may be designated by PVAMU.

17. Indemnification: LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PVAMU, THE TEXAS A&M UNIVERSITY SYSTEM, AND THEIR OFFICERS, REGENTS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS: FOR TAXES, LICENSE FEES, EXCISES, FINES AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY LICENSEE; FOR WAGES OR FRINGE BENEFITS OF LICENSEE'S EMPLOYEES OR CONTRACTORS; OR FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY THAT DIRECTLY OR INDIRECTLY RESULT FROM THE ACTS, OMISSIONS OR USE OF THE LICENSED SPACE OR SURROUNDING PREMISES BY LICENSEE OR LICENSEE'S OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES. LICENSEE WILL NOT DO OR PERMIT TO BE DONE ANYTHING IN OR UPON ANY PORTION OF THE LICENSED SPACE OR SURROUNDING PREMISES OR BRING OR KEEP ANYTHING THEREIN OR THEREON WHICH WILL IN ANY WAY CONFLICT WITH THE CONDITIONS OF ANY INSURANCE POLICIES INSURING THE LICENSED SPACE OR SURROUNDING PREMISES OR ANY PART THEREOF AGAINST LOSS.

18. Cancellation for Cause by PVAMU. PVAMU may cancel this Agreement for cause, such as if Licensee fails to comply with the terms and conditions of this Agreement, fails on request to demonstrate in a manner acceptable to PVAMU that Licensee is willing and able to perform adequately all required duties and responsibilities related to the Event, or if any other similar cause occurs that justifies cancellation, in the discretion of PVAMU. In any such event, no deposit or fee refund will be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by PVAMU in connection herewith, will be made payable immediately to PVAMU by Licensee as liquidated damages and not by way of penalty.

19. Force Majeure: PVAMU may cancel or temporarily suspend the performance of any part of this Agreement without advance notice upon the occurrence of conditions or events that make performance not feasible, including without limitation, acts or omissions of government or military authority, acts of God, fires, floods, riots, wars, terrorist acts, or the requisitioning of the Licensed Space by any governmental agency (*Force Majeure*). In the event of a *Force Majeure*, this Agreement will terminate and no deposit or fee refund will be made. Licensee hereby waives any claims for damages or compensation it may have against PVAMU should this Agreement be so terminated.

20. Cancellation by Licensee or Failure to Take Possession: Unless otherwise agreed to by the parties, if Licensee cancels this Agreement or fails to take possession of or use the Licensed Space covered by this Agreement, no deposit or fee refund will be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by PVAMU in connection herewith, will be paid to PVAMU by Licensee as liquidated damages and not by way of penalty within 10 days following Licensee's receipt of a statement for such charges.

21. Assumption of Risk: Licensee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Licensed Space, PVAMU and its officers, employees and agents will not be responsible or liable for any loss of, or damage to, property while in the Licensed Space regardless of how the loss or damage is sustained.

22. Removal of Property: In the event Licensee fails, neglects, or refuses to remove its property from the Licensed Space prior to the expiration of the Term, said property will be deemed abandoned and PVAMU will have the right to move, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee. Licensee hereby irrevocably constitutes and appoints PVAMU as its special attorney in fact to do and perform all acts necessary in removing, storing, and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefore.

23. Waivers and Modifications: No waiver of any provision hereof will be effective unless stated in writing and signed by PVAMU and Licensee. No such waiver will constitute a waiver of the same provision on a subsequent occasion or of any other provision of this Agreement. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder will not constitute a waiver of such right, remedy, or privilege.

24. 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 will 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 PVAMU 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. All contracts related to the Event, including contracts between Licensee and caterers, speakers, performers, managers and others, must be made available to PVAMU for review prior to the Event.
- g. Any claim or cause of action that accrues to any party under this Agreement will survive the termination of this Agreement.
- h. Should PVAMU commence suit against Licensee under the terms of this Agreement because of Licensee's breach thereof, Licensee agrees to pay PVAMU reasonable attorneys' fees, costs, and expenses.
- i. The invalidity or illegality of any part of this Agreement will not affect the validity or force of any other part hereof.
- j. The paragraph titles in this Agreement are for convenience only and do not define, limit, or construe the contents of such paragraphs.
- k. Time, and especially time of payment of monies due from Licensee, will be of the essence of this Agreement.
- l. The parties will be independent contractors in the performance of this Agreement and nothing in this Agreement is intended or may be construed to make either party the employee, agent, partner, or representative of the other.

25. Force and Effect: This Agreement will have no force or effect unless fully executed by both parties. The original hereof will be delivered to PVAMU. Licensee covenants and agrees that its failure to fully and faithfully perform all covenants and agreements hereunder will excuse PVAMU's continued performance.

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

ACCEPTED AND AGREED this _____ day of _____, 20____

_____:

PRAIRIE VIEW A&M UNIVERSITY

LICENSEE

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPROVAL RECOMMENDED

LICENSEE

BY _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Schedule "A"

Services and Equipment Schedule