

This AgriLife Center Building Use Agreement (the "Agreement") is between

\_\_\_\_\_ ("Licensee") and Texas A&M AgriLife Research ("Licensor"), a member of the Texas A&M University System, an agency of the State of Texas. For and in consideration of the mutual promises and covenants stated herein, the parties hereto agree as follows:

## 1. LICENSED SPACE:

Licensor is the owner of the AgriLife Center, located at 556 John Kimbrough Boulevard, College Station, Texas 77843 (the "Center"). Licensor grants to Licensee a license to use the Center, subject to the terms and conditions of this Agreement, for the purpose of \_\_\_\_\_ (the "Event").

## 2. TERM OF USE:

Licensee's use of the Center shall begin at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2013, and shall end at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2013. The period during which Licensee is entitled to use the Center is herein called the "Term".

## 3. FEE TERMS:

Licensee shall pay Licensor a use fee as consideration for Licensee's use of the Center for the purpose specified in Paragraph 1 (the "Use Fee"). In addition, where applicable, Licensee shall pay Licensor rental/use fees for equipment and/or services needed by Licensee (collectively "Additional Fees"). Licensee agrees to, at a later date, execute an Addendum to this Agreement ("Addendum") which will set forth in detail the Use Fee and itemized Additional Fees that will be owed by Licensee to Licensor for use of the Center.

Licensee shall return this Agreement, signed by Licensee, together with a deposit of \$\_\_\_\_\_ to the Licensor no later than \_\_\_\_\_, 2013. If the signed Agreement and deposit payment are not received by this date, Licensor shall be entitled to cancel the reservation.

Licensee will be billed by Licensor for the Use Fee and any Additional Fees in accordance with the Addendum following the Event. All fees will be due in full upon receipt of invoice by Licensee.

Licensee may be billed for the following additional charges not included in on addendum where applicable: (1) cost of supplementary staff if specialized A/V technical services are needed (basic A/V services are included in Usage Fee); (2) cost of supplementary custodial staff/services over and above what is included in Usage Fee; and (3) the cost of any repairs, restorations or replacements to the Center and/or its fixtures and equipment necessitated as a

result of damage caused by Licensee or its employees, agents, contractors, and/or invitees (see Paragraph 17. below).

## 4. FINANCIAL POLICY:

Licensee  shall  shall not charge or collect a fee in the form of admission or registration fees or collect donations.

## 5. NOTICE OF EVENT REQUIREMENTS:

Licensee shall deliver to Licensor, at least 20 days before the start of the Term, a detailed written list of all Event requirements, including stage, table, and chair requirements, audio-visual requirements, personnel and all other such information that may be required by Licensor concerning the Event.

## 6. CANCELLATION BY LICENSEE:

If Licensee cancels the Event, Licensee shall pay Licensor the following amounts based on when notice of cancellation is given:

1. Nothing if cancelled more than two (2) weeks prior to the Event;
2. 50% of the Use Fee and Additional Fees (as set out in the Addendum) if cancelled between two (2) weeks and 48 hours prior to the Event;
3. 100% of the Use Fee and Additional Fees (as set out in the Addendum) if cancelled later than 48 hours prior to the Event.

A cancellation by Licensee must be in writing and delivered to the Coordinator; any attempted cancellation not meeting these requirements will not be effective.

## 7. CANCELLATION BY LICENSOR:

Confirmed reservations are not subject to cancellation by Licensor, except when Licensee fails to comply with the terms of the reservation, fails to comply with the conditions of this Agreement, fails on request to demonstrate in a manner acceptable to Licensor that Licensee is willing and able to perform adequately all required duties and responsibilities related to the Event, or when any other similar cause occurs that justifies cancellation, in the discretion of Licensor. Licensor may cancel or temporarily suspend the performance of any part of this Agreement without notice upon the occurrence of conditions or events that make performance not feasible.

## 8. CONCESSIONS:

The sale and/or distribution of food, beverages, souvenirs or other concession items is permissible with prior approval of the Coordinator. In accordance with University Rule 21.99.09.M1 (3), Licensee must obtain a concessions permit if such sale is to occur. Permit requests can be found at <http://studentactivities.tamu.edu/concessions>.

**9. CATERING:**

Food and drink is permitted in the Center but must be supplied only by a licensed professional caterer of the Licensee's choosing. No kitchen facilities are available, however the center will provide a prep area if needed. Use of basic prep equipment, such as catering prep tables, pipe and drape, and trash cans, is included in the facility usage fee and all basic prep equipment will be setup by the Center staff. The Licensee is responsible for arranging any catering services.

**10. ALCOHOLIC BEVERAGES:**

Licensee  shall  shall 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 Center and then only in accordance with the rules and regulations promulgated by Licensor and in compliance with the laws of the State of Texas, including the Texas Alcoholic Beverage Code and Section II of the Texas A&M University Alcohol Rules. Only Texas A&M University Dining Services may serve alcohol in the Center. Please reference University Rule 34.03.01M1 (4) for Texas A&M University sponsored events. An alcohol request form is required and may be obtained by calling 979-845-2582 or visiting the University Club website. If alcohol is served, the presence of a Texas A&M University Police Officer is required for the full duration of the Event. Arrangements can be made by calling 979-845-2345. For more information, visit <http://upd.tamu.edu>. The Licensee is responsible for arranging alcoholic beverage service and police presence in accordance with this section.

**11. POLICIES & RULES OF USE:**

Licensee agrees to abide by the following Policies and Rules of Use in using the Center for the Event:

1. A representative of the Center must be present at the Event.
2. Licensee and its employees, agents, contractors, and/or invitees shall at all times abide by Texas A&M University Rules and Standard Administrative Procedures and Texas A&M System Policies and Procedures, which can be found at <http://rules.tamu.edu/> and <http://policies.tamus.edu/>
3. Appropriate standards of dress and behavior will be observed at all times during the Event. Shirts and shoes must be worn at all times.
4. Decorations and signage may be used during the Event, but must not be affixed to walls, ceilings, or stairways of the Center, and must not block fire exits.
5. No confetti, glitter or glue may be used.
6. Use of candles is not permitted inside the Center. No open flame is allowed.
7. Use of darkly dyed disposable napkins is not permitted, as they stain the floors.
8. Animals are not allowed inside the Center, except

for service animals and the Texas A&M University official mascot, Reveille.

9. Texas A&M University is a smoke-free campus. In accordance with that policy, no smoking is allowed in the Center of within 50 feet of the entrance.
10. Carts, dollies, and other equipment with metal casters are not permitted in the Center.
11. Center personnel, or an A/V technician designated by the Coordinator, must operate all Center A/V equipment.
12. Any complaints regarding the Center and its operation shall be addressed to the Coordinator.
13. Policies are subject to change at any time.

**12. SPECIAL MACHINERY:**

Licensee may not install or operate any equipment, fixture, or device nor operate or permit to be operated any engine, motor, or other machinery or use gas, electricity, or flammable substances in the Center except with prior written approval from the Coordinator.

**13. SUBCONTRACTS:**

Copies of all contracts related to the Event, including contracts between Licensee and caterers, speakers, performers, managers and others, must be provided to the Coordinator upon request.

**14. PUBLIC SAFETY:**

If at any time before or during the Term, Licensor or the Coordinator determines that the Event poses a potential hazard to persons or property, Licensor shall have the right to cancel this Agreement and deny permission for Licensee to proceed with the Event.

**15. EVACUATION OF FACILITIES:**

Should it become necessary, in the sole judgment of Licensor, to evacuate the Center for any reason, evacuation shall be accomplished under the exclusive control of Licensor. Licensee may, following an evacuation, reestablish its use of the Center for sufficient time to complete presentation of Licensee's Event without incurring any additional Use Fee; provided that completing Licensee's Event does not interfere with use of the Center under a reservation by another licensee. If it is not possible to complete presentation of Licensee's Event, then all fees paid by Licensee may be prorated, or adjusted at the discretion of Licensor. By signing this Agreement, Licensee waives any claim of damages or compensation from Licensor resulting from an evacuation of the Center.

**16. OCCUPANCY CAPACITY:**

Licensee shall not admit to the Center at any time a larger number of persons than approved by Licensor's Safety Officer. For this Event, the maximum approved occupancy shall be \_\_\_\_\_ persons.

**17. CARE OF PROPERTY:**

Licensee shall take good care of the Center and all property located therein. Licensee is responsible for removing all signs, decorations and other items brought to the Center by Licensee. Licensee shall be liable for the cost of any repairs, restorations or replacements to the Center and/or its fixtures and equipment necessitated as a result of damage caused by Licensee or its employees, agents, contractors, and/or invitees. Licensor is not responsible for any lost or stolen articles during the Event or Term.

**18. INDEMNIFICATION:**

Licensee will save and hold harmless Licensor and its officers, agents, and employees from 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 and fringe benefits of Licensee employees or contractors; for injury or death of any person or damage to property that directly or indirectly result from the negligent or intentional acts or omissions of Licensee and its officers, agents, contractors, employees, and invitees during the Term and in the performance of this Agreement.

**19. INSURANCE:**

Licensee  shall  shall not be required to obtain and provide proof of liability insurance covering injury to persons, including injuries resulting in death, and property damage insurance, including damage to the Center before the Event is allowed to proceed.

**20. OCCUPANCY INTERRUPTION:**

In case the Center or a part thereof, is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this Agreement by Licensor impossible, then the Term of this Agreement

shall automatically terminate as of the date and time of the destruction or damage.

**21. ASSIGNMENT:**

Licensee may not assign or delegate a reservation, in whole or in part, to any other person, group of persons, organization, association, or corporation. A reservation for presenting one event may not be used for presenting a different event without prior written approval by the Coordinator. Additionally, neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Either party may enter into contracts for the purpose of obtaining services, equipment, materials, merchandise, or products required for the performance of this Agreement and such contracts will not be considered an assignment. The party entering into such contracts shall not be relieved from the performance of any obligation or duty required of that party by this Agreement.

**22. INDEPENDENT CONTRACTORS:**

The parties shall be independent contractors in the performance of this Agreement and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.

**23. AUTHORIZED REPRESENTATIVE:**

If this Agreement is being signed by a representative on behalf of Licensee, the person signing warrants that he or she signs as a properly authorized representative of Licensee who has the authority to make, execute, and deliver this Agreement for Licensee, and does not assume any personal liability for meeting the terms of this Agreement.

Name of Event: \_\_\_\_\_

Licensee (Organization/Department/Etc.): \_\_\_\_\_

Printed Name of Authorized Representative/Event Coordinator: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ Cell Number (for event date): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(For Student Organizations Only)*

Printed Name of Advisor: \_\_\_\_\_ Signature: \_\_\_\_\_