

**ABILENE CHRISTIAN UNIVERSITY
FACILITIES USE AGREEMENT**

This Agreement is entered into as of _____, 20__ (the "Effective Date"), between ABILENE CHRISTIAN UNIVERSITY ("University") and _____ ("Licensee") for the use by Licensee of certain space or facilities owned by University.

I. Facilities and Use. Subject to the terms of this Agreement, University grants to Licensee the right to use the following facilities: _____

_____ ("Facilities"), for the express and limited purpose of _____

_____ ("Event"). Licensee may use the Facilities on the following dates and between the following hours: _____

II. Term. The term of this Agreement will begin on the Effective Date and end on _____, 20__, at which time Licensee's right to use the Facilities under this Agreement will automatically expire. This Agreement may be terminated earlier by either party upon thirty (30) days prior written notice to the other party.

III. Fee. Licensee agrees to pay University for the use of the Facilities a fee of \$ _____, whether or not Licensee actually uses the Facilities. One-half (1/2) of the fee will be payable on or before the Effective Date. The remaining half of the fee will be payable in advance on or before the beginning of the Event.

IV. Proper Use. Licensee agrees to comply with all applicable state, federal, or city laws and regulations, and with the policies and regulations of University pertaining to the use and occupancy of the Facilities ("Conditions of Facilities Use"), which are attached hereto and incorporated by this reference.

V. Liability and Indemnification.

A. Licensee agrees to assume all risk of damage to and loss or theft of Licensee's property while at University, damage to the Facilities, and injury and death to persons related to Licensee's use or occupancy of the Facilities from any cause. It is expressly agreed that University will determine whether any such damage has been done, the amount of damage, and the reasonable cost of repairing same, and whether it is one which, under the terms of this Agreement, Licensee is to be held responsible. The decision of University through its duly appointed agent will be final.

B. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Facilities or to any portion of said Facilities by the consent of Licensee, or by or with the consent of Licensee's employees, or any person acting for or on behalf of Licensee; and Licensee agrees at its expense to have on hand at all times sufficient police force to maintain order and protect the persons and property, the sufficiency of and type of police force to meet the approval of the duly appointed agent of University.

- C. Indemnification. Licensee will **INDEMNIFY, DEFEND, AND HOLD HARMLESS** University, its Board of Trustees, officers, employees, agents, representatives, and volunteers from and against all liability, claims, demands, or on account of injury, loss, damage, or expense, including defense costs, court costs, and attorneys fees which arise out of or are in any manner connected with this Agreement, including but not limited to Licensee's use of the Facilities, if such injury, loss, damage, or expense is caused or is claimed to be caused in whole or in part by the act, omission, error, mistake, negligence, or willful act of Licensee or its agents, subcontractors, employees, or invitees.
- D. The obligations of the immediately foregoing paragraph will not extend to any injury, loss, damage, or expense that is caused solely by the act, omission, or other fault of University, its Board of Trustees, officers, employees, agents, representatives, or volunteers.

VI. Insurance. Licensee agrees to obtain and maintain during the term of this Agreement insurance issued by a company authorized to provide insurance in Texas, in the following kinds and amounts:

- A. Standard worker's compensation and employer liability, including occupational disease, covering all employees working at the Facilities.
- B. Licensee agrees to maintain in effect during the term hereof, insurance for bodily injury and property damage as listed below:

Commercial General Liability with:
\$1,000,000 per occurrence
\$1,000,000 personal/advertising injury
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate
\$100,000 fire damage
\$5,000 medical payment

Commercial Automobile: \$1,000,000 Combined Single Limit Liability including hired and non-owned.

If use involves minors: Sexual Abuse and Molestation Coverage (Proof of non-exclusion of coverage) \$1,000,000

University will be included as an additional insured on all policies other than worker's compensation, and the policies will include a waiver of subrogation in favor of University. Licensee will provide written evidence that such policies are current and in effect no later than 10 days prior to Licensee's use of the Facilities.

VIII. Miscellaneous.

- A. Assignment and Subletting. Licensee does not have the right to assign this Agreement to allow any other person or entity to use or occupy the Facilities without prior written consent granted or withheld at University's sole discretion.

- B. Abandoned Property. Unless special arrangements have been made between University and Licensee, any property left in or on the premises by Licensee will, ten (10) days after the event, be deemed abandoned and become property of University to be disposed of or utilized at University's discretion.
- C. Default and Remedies. If Licensee fails to pay any fee or other sum required to be paid by Licensee when due, or otherwise fails to comply with or observe any portion of this Agreement, University may immediately terminate this Agreement and all rights of Licensee, in addition to any other remedy under law or in equity.
- D. Governing Law and Venue. The laws of Texas will govern this Agreement, and Taylor County, Texas, will be the venue for any suit arising out of this Agreement.
- E. Acts of God. If the Facilities covered by this Agreement, or any building of which such Facilities are a part, be destroyed, rendered uninhabitable, or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified will render the fulfillment of this Agreement by University impossible, then the term of this Agreement will end and Licensee will be liable to pay only the portion of the total charges attributable to the period prior to such termination. Licensee hereby waives and releases any claim for damages or compensation on account of such termination.
- F. Severability Clause. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions, and they will remain in full force and effect.
- G. Merger Clause. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.

EXECUTED on _____

LICENSEE:

ABILENE CHRISTIAN UNIVERSITY

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

**ABILENE CHRISTIAN UNIVERSITY
CONDITIONS OF FACILITIES USE
(ADDENDUM TO THE FACILITIES USE AGREEMENT)**

In using the Facilities described in the attached Agreement, Licensee further agrees to abide by the following conditions and terms: **[Strike through and initial any conditions that do not apply]:**

1. Maintenance. Licensee agrees to take good care of the Facilities and to maintain the space in as good order and condition as it was prior to Licensee's use.
2. Concessions. Licensee agrees that University will retain all and every concession right for sale of any refreshments or merchandise whatsoever sold within the Facilities and remaining campus premises, and Licensee further agrees that all profits accruing from such sales will be retained by University. It is specifically agreed that Licensee will not offer for sale, or allow any other person to offer for sale any item of any nature without first securing written permission from University.
3. Right to Enter. University, through its duly appointed agents, security officers, through policemen, firemen, and other designated representatives, will have the right at any time to enter any portion of the Facilities for any purpose whatsoever, and the entire Facilities and/or building, including the premises expressly covered by this Agreement, will at all times be under the charge and control of the duly appointed agents of University. The keys to the premises will remain in the possession of University or its duly authorized agent, but during the period covered by this Agreement, the entrances and exits of the premises will be locked or unlocked under the direction of Licensee, so far as reasonable, in accordance with the terms of this Agreement.
4. Dangerous Materials. Licensee will not bring or permit anyone to bring into the Facilities or onto said premises anything that may increase the fire hazard including but not limited to candles, gasoline, oil flashlights, or fireworks. Licensee will not bring or permit any person to bring into the Facilities or premises any engine, motor or other machinery without written consent of University. Likewise, with the exception of animals that assist the disabled, Licensee will not bring or permit any person to bring into the Facilities or premises any animal.
5. Conduct of Persons Admitted by Licensee. Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Facilities, or to any portion of University's property by the consent of Licensee, or by or with the consent of Licensee's employees, or any person acting for or on behalf of Licensee; and Licensee agrees at its expense to have on hand at all times sufficient police force to maintain order and protect the persons and property, the sufficiency of and type of police force to meet the approval of the duly appointed agent of University.
6. Ingress and Egress. Neither the halls or ramps of any building or premises, including but not limited to the Facilities, nor the sidewalks, entrances or lobby will be obstructed by Licensee, nor used for any other purposes than ingress or egress, and will not permit any chairs or movable seats to be or remain in the passageways, and will keep such passageways clear at all times.

7. Signage, Furnishings, and Equipment. Licensee will not cause or permit any nails or other things to be driven or screwed into any portion of the Facilities, nor tacked, taped, or otherwise physically attached to any of the furnishings or fixtures of said structure. Nor will Licensee cause or permit any signs to be affixed either to the exterior thereof, nor cause or permit any changes, alterations, or repairs, painting or staining on any part of the Facilities or the furnishings or equipment, nor do, nor permit to be done anything which will damage or change the finish or appearance of any building, structure or furnishings. Approved materials may be attached by means of cords, ropes, or ribbons or other means which will not mar, deface or damage the Facilities and its furnishings, provided that the consent of the duly appointed agent of University first be obtained. No rearranging, addition to, or taking away from any physical feature of the Facilities will be allowed without advance written consent from the duly appointed agent of University.
8. Advertisement. Licensee will not circulate or publish or cause to be circulated or published any advertisement, tickets, placard, or other written or printed matter wherein University's name or the name of any Facilities belonging to University is mentioned or referred to without first having obtained written consent and approval of University. Further, Licensee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front, or on any part of the Facilities, or anywhere on said premises except as provided and approved in advance by the duly appointed agent of University, and will use, post, or exhibit only said signs, advertisements, show bills, lithographs, posters, or cards upon any said approved space as relate to the performance or exhibition to be given on the Facilities; and Licensee will take and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by University or its duly appointed agent.
9. Alcohol. Licensee will not sell or allow beer, wine, or any liquors of alcoholic content to be sold, given away or used upon said premises under any condition.
10. Smoking. Licensee will not allow smoking anywhere upon said premises at any time.
11. Content of Material Presented. Licensee hereby agrees that no performance, exhibition or entertainment will be given or held in the Facilities which is illegal, indecent, obscene, or immoral, and should any part of such exhibition or performance be deemed by the duly appointed agent of University to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities, then the said duly appointed agent of University, on the part of University, will have the right to demand of Licensee that it immediately delete such portions of the production or activity as have received such criticism, or to rewrite or have changed the said attractions so that, in the opinion of University, it will not be publicly offensive and Licensee agrees immediately upon receipt by it of such notice to make such changes, the decisions of the duly appointed agent of University in this regard being final.
12. Capacity. Licensee will not admit to any building or structure a larger number of persons than the seating capacity will accommodate, or can safely or freely move about in said areas.