

TEXAS A&M UNIVERSITY
LICENSE AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter called "TAMU" and _____, hereinafter called "Licensee."

WITNESSETH:

WHEREAS, TAMU is the owner and operator of the facility known as "_____", located at Texas A&M University in College Station, Texas; and

WHEREAS, Licensee desires to use portions of the _____ and its facilities, for the sole purpose of _____.

WHEREAS, TAMU desires to and does grant Licensee a license to use portions of _____ and its facilities for the above stated purpose;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties agree as follows:

1. Term: The term of this license commences at _____ on the ___ day of _____, and terminates at _____ on the ___ day of _____.

2. Premises Covered: This license covers only the specific portions of _____ described as:
Room #'s _____
hereinafter referred to as "_____."

3. License Fee: Licensee agrees to pay TAMU a fee for this license for the use of _____ in the amount of \$ _____. Said payment will be made prior to commencement of this license.

4. Deposit: At the time of execution of this agreement, Licensee shall pay to TAMU, as a deposit, the sum of \$ _____, which shall be credited to expenses such as license fee, cancellation charges, operating personnel, services and equipment charges.

5. Overtime: Licensee shall pay to TAMU as an additional fee the sum of \$ _____ for each hour or fraction of an hour for the extension of the presence on the premises by Licensee or its guests beyond _____ on the ___ day of _____.

6. Operating Personnel, Services, and Equipment: TAMU shall furnish customary heating, lighting, water, electricity, and air conditioning for the licensed premises. TAMU shall have the sole right to provide at Licensee's expense personnel and services in connection with Licensee's use of the premises. _____ will also provide such equipment at Licensee's expense as Licensee shall timely and reasonably request at rates specified on the services and equipment schedule, attached hereto and incorporated by reference. Any expenses due from Licensee shall be paid at the conclusion of the license upon invoice from TAMU.

7. Novelties/Concessions: TAMU reserves to itself or its assigned agents the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, flowers, candies, food, novelties, or any related merchandise commonly sold or dispensed in arenas or auditoriums; (2) to rent and/or sell opera glasses, cushions, and similar articles; (3) to take and/or sell photographs; (4) to operate any checkrooms and the parking lots used in connection with the premises; (5) to cater and/or serve all foods prepared and/or served on the premises including but not limited to receptions, snacks, breakfast, brunch, luncheons, and dinner banquets. In the event TAMU grants Licensee the right to sell, disburse, or operate any or all of the items set forth in (1)-(4) above, Licensee shall pay TAMU for said grant through specified agent in the amount of \$ _____.

8. Notice: Any notices, consents, or approvals required or permitted hereunder shall be properly given if in writing and personally delivered or forwarded by mail, postage prepaid, addressed to the following (unless other provisions specifically set out elsewhere in this Agreement):

To TAMU: _____
College Station, TX 77843-_____
ATTN: Director

To Licensee: _____
ATTN: _____

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

10. Lost and Found: TAMU shall have the sole right to collect and to have the custody of articles left in the building by persons attending any event given or held on the premises, and neither the Licensee nor any person in the Licensee's employ shall collect or interfere with the collection or custody of such articles.

11. Right to Inspect: _____ shall at all times be under the control of TAMU, which shall have the right at all times to enter the premises to examine the same and to perform TAMU's duties.

12. Property Restriction: Licensee shall not use or permit the premises to be used for any purpose other than that set forth herein. Licensee further covenants and agrees:

- a. To keep aisles, corridors, passages, vestibules, elevators, and stairways free and clear of obstructions and shall not use these areas other than for ingress and egress as stated in Item f. below;
- b. To refrain from injuring or defacing the premises or any part thereof;
- c. To make no alterations in the authorized areas;
- d. Not to use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless this use has first been approved by TAMU in writing.
- e. No signs, messages or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, _____ without prior written approval of TAMU.
- f. All articles, exhibits, fixtures, materials, displays, and staging, lighting and sound equipment of the Licensee shall be brought into or taken out of the building only at such entrances as may be designated by TAMU

13. Indemnification: Licensee agrees to conduct its activities upon the premises so as not to endanger any person thereon; and further agrees to indemnify, defend, and save harmless TAMU against any and all claims, costs or expenses, or loss, injury, or damage to any persons or property, regardless of how the loss or damage is caused, arising out of the activities conducted by Licensee, its contractors, subcontractors, agents, members, or guests, including, but not limited to, claims of employees of Licensee, or Licensee's contractors, subcontractors, or guests. Licensee will not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policies insuring the premises or any part thereof against loss. The presence of policemen, firemen, inspectors, or representatives of TAMU shall in no way diminish or affect the duties, obligations, or responsibilities of Licensee hereunder.

14. 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 _____. TAMU, and its officers, agents, and employees shall not be responsible or liable for any loss of, or damage to, property while in _____ regardless of how the loss or damage is sustained.

15. Failure to Take Possession: If Licensee shall fail for any reason to take possession of or use the premises covered by this Agreement, no license fee refund shall be made, the full fees called for by this agreement, including any disbursements or expenses incurred by TAMU in connection therewith, shall be made payable immediately to TAMU by Licensee as liquidated damages and not by way of penalty.

16. Refunds: Refunds of deposits shall be made if: (1) Licensee gives written notice of cancellation at least _____ days prior to the commencement of the term of the Agreement, or (2) the event is cancelled by TAMU not due to Licensee's fault, with the express written consent of Licensee.

17. Circumstances Beyond Control: In the event _____ or any part thereof shall be destroyed or damaged by fire or any other cause which shall render the fulfillment of this Agreement by TAMU or Licensee impossible, including, but not limited to, the requisitioning of the premises by any governmental agency, or by reason of a labor dispute between TAMU and its employees, agents, contractors, or subcontractors, then this Agreement shall terminate and Licensee shall pay the license fee for said premises only up to the date of such termination. Licensee hereby waives any claims for damages or compensation it may have against TAMU should this Agreement be so terminated.

18. Medical Services – Ambulances: It is further agreed that if Licensee or its agents, representatives, managers, or participants in or about _____ during the term of this agreement shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about _____ during the term of this agreement, even though such service or services are made available or are obtained through TAMU or any of its agents or representatives or equipment, Licensee accepts full responsibility for the act and conduct, or services rendered, of any physician or surgeon or ambulance service or other services, and will hold TAMU harmless from all responsibility or liability.

19. Controlled Substances and Alcoholic Beverages: Texas state law prohibits the sale, consumption, possession, importation, or transportation of controlled substances to or within _____ and other state properties.

_____ prohibits the service, sale, consumption, and possession of alcoholic beverages to or within
_____ without written approval from TAMU.

20. Removal of Property: In the event Licensee fails, neglects, or refuses to remove its property from the authorized areas of _____ promptly upon the termination of this license, this property shall be deemed abandoned and TAMU shall 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 TAMU 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.

21. Charitable Collections: No collections, whether for charity or otherwise, shall be made, attempted, or announced on the premises without the prior written consent of TAMU.

22. Waivers and Modifications: No waiver of any provision hereof shall be effective unless stated in writing and signed by TAMU 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. This Agreement, with items incorporated by reference, shall constitute the entire Agreement between the parties, unless modified in writing and executed by TAMU and Licensee.

23. Miscellaneous Provisions:

- a. The place of performance of this Agreement is College Station, Texas;
- b. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas;
- c. Should TAMU commence suit against Licensee under the terms of this Agreement because of Licensee's breach thereof, Licensee agrees to pay TAMU's reasonable attorneys' fees, costs, and expenses;
- d. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof;
- e. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs;
- f. Time, and especially time of payment of monies due from Licensee, shall be of the essence of this Agreement;
- g. Nothing herein shall be construed so as to make Licensee the agent, employee, or representative of TAMU for any purpose.

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

25. Termination of Agreement: TAMU shall have the right to terminate any License Agreement, with or without cause, and without penalty or liability, by giving written termination notice at least thirty (30) days in advance of the License period. Licensee agrees that the License Agreement may be terminated immediately without notice and without penalty or liability, at the option of TAMU, in the event of default by Licensee in the performance of any of the terms or conditions of the Lease Agreement.

26. Dispute Resolution: Licensee 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 is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Licensee must submit written notice of a claim of breach of contract to University Contracts Officer, TAMU.

27. Exclusive Agreements: TAMU maintains certain exclusive sponsorship agreements and as such, Licensee must notify TAMU of any and all "Sponsors" or "Underwriters" or any entity other than Licensee who is receiving promotional consideration from Licensee. TAMU reserves the right to limit any and all promotional/sponsor activities which may conflict, as determined by TAMU in its sole discretion, with existing TAMU exclusive agreements.

ACCEPTED AND AGREED:

FOR: Texas A&M University

FOR: _____

BY: _____

BY: _____

DATE: _____

DATE: _____