

**USE AGREEMENT**  
**Blinn College District Facilities**

This Use Agreement (Agreement) for the facility/facilities described below is by and between Blinn College District (College District) and:

Name of Licensee: \_\_\_\_\_ - *Profit or Non-Profit (circle one)*

\_\_\_\_\_

**Terms and Conditions**

**ARTICLE I: Right to Use Premises**

1.1 Right to Use the Premises. For and in consideration of the rents, covenants, and promises herein, the College District agrees to permit Licensee to use the facility/facilities listed below (Facility) and that portion of the Facility as designated below (such portion of the Facility referred to herein as the "Premises"):

Facility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Premises: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.2 Nature of Rights Granted. This Agreement is for the use of the Premises only, is not a lease and does not create a leasehold interest, tenancy, or any other type of property interest in favor of the Licensee. This Agreement is a non-exclusive agreement in that the College District reserves the right to enter similar agreements with other persons to rent the Facility before, during, and after the Licensee's use. The granting of the use of the Facility and Premises by the College District shall not be deemed to have created a public forum.

1.3 Priorities of Use; Control of the Premises.

1.3.1 The College District's use of the Facility and/or Premises takes priority in accordance with College District Board Policy GF(LOCAL). Notwithstanding the foregoing, the College District will use its best efforts to make the Facility and/or Premises available during the Usage Dates and Usage Time, as hereinafter defined.

1.3.2 In permitting use of the Facility and Premises by Licensee, the College District does not relinquish the right to control the management of the Facility and intends to enforce all necessary and proper rules for the management and operation of the Facility and Premises. A College District administrator or designee (Manager) shall retain possession of the keys to the Facility. The Manager or other College District employee will lock and unlock all entrances and exits of the Facilities and Premises during the Usage Time. College District employees are not responsible for performing any personal services in conjunction with any activity or event of the Licensee.

1.4 College District's Right to Enter Premises. Designated College District personnel, police officers, firefighters, and other College District agents and employees shall have the right of access to the Premises to the extent deemed necessary by the College District at any time (a) for the performance of its obligations under this Agreement and for any and all purposes related thereto; (b) to investigate any suspected violations of the terms and conditions of this Agreement, Board policy, administrative regulations, or applicable law; or (c) otherwise in connection with the ownership of the College District property. The Licensee shall not interfere with the College District's right of access to the Facility or the Premises.

1.5 Security. At its cost and in its sole discretion, the College District may elect to hire a uniformed or non-uniformed security officer, security service, police officer, or patrolman to monitor the Facility and Premises at any time. In the event that the College District elects to provide security personnel or if the planned event is such that it requires uniformed police officers, the College District's costs for security will be included in the

Usage Fee, as hereinafter defined, to be paid by the Licensee. Notwithstanding the foregoing, the College District, in its sole discretion, may or may not elect to provide security and, in either event, shall not be liable to the Licensee or to any third party for the failure to provide security or the acts or omissions of any person. The security officer or service, and the presence of such security officer or security service shall not operate to abrogate any immunity from liability to which the College District is entitled.

**ARTICLE II: Use of the Premises by Licensee**

2.1 Permitted Use of Premises. The Licensee is permitted to use the Premises during the following dates and times (Usage Time) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Licensee may use the Premises during the Usage Time for the following purpose only:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The College District reserves the right to inspect the Premises to ensure compliance with this paragraph.

2.2 Prohibited Uses. The Licensee shall not use, occupy, or permit any guest, invitee, or other person or entity to:

2.2.1 Use the Premises or any portion of the Facility or the College District’s property for any unlawful or hazardous purpose or any act constituting a public or private nuisance; or to do or engage in any act or thing that may disturb the quiet enjoyment of any other person at or near the vicinity of the College District’s property, the Facility, or the Premises;

2.2.2 Keep any substance or carry on any operation that might emit significantly offensive odors into other portions of the Premises, the Facility, or the College District’s property or do anything that likely would increase the insurance rate of the Premises or the Facility or its contents;

2.2.3 Commit any violation of applicable laws, ordinances, orders, rules, and/or regulations regarding the use of the Premises and the Facility;

2.2.4 Bring onto the College District’s property or into the Facility or Premises any fireworks, weapons, firearms, illegal knives, explosives, ammunition, any illegal drugs, or any controlled substance, except as such controlled substance is prescribed by a physician;

2.2.5 Bring into the Premises or Facility or onto the College District’s property any other item that is designed to cause or is likely to cause harm or injury to a person;

2.2.6 Bring into the Premises or the Facility or onto the College District’s property any pets or animals unless the animal is a service animal as defined by law or unless Licensee has obtained the express written consent of the College District;

2.2.7 Place any additional locks on doors at the Facility or the Premises;

2.2.8 Use the Premises for any illegal, indecent, or obscene purpose; and/or

2.2.9 Do anything that is prohibited by, or fail to do anything that is required by, Applicable Law (as hereinafter defined).

2.3 Distribution of Materials. All distribution of non-College District materials as part of the Licensee’s usage of the Facility and Premises shall comply with College District Board policies. No materials distributed during such usage may be of a nature that is disruptive to College District operations or otherwise violate Board policy or other Applicable Laws. The Manager shall have the right to demand that Licensee immediately cease

such distribution of materials that do not comply with this Section 2.3.

2.4 Compliance with all Applicable Law. Licensee shall obey, and shall cause Licensee's employees, contractors, agents, representatives, guests, and invitees to obey, all laws, ordinances, regulations, and interpreting authorities of the United States, the State of Texas, and the local authorities; all College District Board policies; all rules and regulations of the College District for the government and management of the Facility; and all rules and requirements of the local police and fire departments. The College District Board Policy is available online at:

<http://pol.tasb.org/Home/Index/1204>

The College District reserves the right to establish rules and regulations for use of its property, including the Facility, and revise such rules and regulations from time to time. The College District will provide a copy of any rules and regulations to which Licensee must comply. Collectively, applicable federal and state laws, local ordinances, governmental regulations, College District Board Policy, and College District administrative regulations, and Facility rules and regulations shall be referred to herein as "Applicable Law" or "Applicable Laws." If the College District notifies Licensee that it has violated any Applicable Law, Licensee will immediately desist from and correct such violations.

2.5 Seating and/or Room Capacity. If applicable to the particular Facility and/or Premises and usage, in no event shall attendance to a meeting, dinner, concert, exhibition, or other event held by Licensee be in excess of the designated area capacity as determined by applicable fire and building codes and College District regulations.

2.6 Aisles and Access Areas. If applicable to the particular Facility and/or Premises and usage, Licensee will permit no chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the Facility or Premises, and will keep all such areas clear at all times. No portion of any sidewalks, entries, passage, vestibules, halls, or ways of access to public utilities of the Facility shall be obstructed

by Licensee or used for any purpose other than for ingress and egress to and from the Premises. The doors, stairways, or openings that reflect or admit light into any place in the Facility, including hallways, corridors and passageways shall not be obstructed by Licensee without prior written approval of the Manager.

## 2.7 Licensee Personnel and Contractors.

2.7.1 Licensee shall employ sufficient personnel, contractors, and/or volunteers for its intended and approved use of the Premises. No later than 30 days before the Usage Time, Licensee shall provide the Manager with a written list of all external personnel and services the Licensee plans to use or employ at the Facility and Premises. Licensee agrees that, if applicable, each person employed by or contracted by the Licensee to provide services at the Facility and Premises will hold all required licenses and certificates; will at all times maintain a neat, clean appearance; and will conduct himself/herself in a polite and professional manner. Immediately, upon notice by the Manager, Licensee agrees to remove any employee, contractor, or volunteer who fails to abide by or conform with the requirements set forth herein.

2.7.2 Additionally, the College District reserves the right through its Manager or other representatives to eject from the Facility, the Premises, or the College District property any person or persons who act in violation of the terms of this Agreement or Applicable Law and upon the exercise of this authority, the Licensee waives its right and claim for relief and/or damages against the College District or any of its trustees, officers, employees, or agents.

2.7.3 The Licensee shall be solely responsible for paying all salaries and payments (Salaries) to Licensee's employees. Likewise, Licensee shall be solely responsible for all payments owed (Contract Payments) to its contractors and any third parties providing services to or on behalf of the Licensee (collectively Contractors). The College District shall have no liability for such Salaries or Contract

Payments. THE LICENSEE AGREES TO PAY ALL SALARIES, TAXES, AND CONTRACT PAYMENTS OWED AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COLLEGE DISTRICT INDEMNITEES HARMLESS AGAINST ANY CLAIM ASSERTED AGAINST OR COST ASSESSED OR INCURRED BY THE COLLEGE DISTRICT INDEMNITEES IN DEFENDING A CLAIM MADE AGAINST THE COLLEGE DISTRICT FOR THE SALARIES, TAXES, CONTRACT PAYMENTS, OR ANY OTHER COSTS OF OR RELATED TO THE LICENSEE'S PERSONNEL AND CONTRACTORS.

2.8 Minors. When persons under 18 years of age are to be present during the intended use of the Premises, Licensee shall ensure that sufficient adult supervision is present at all times in the Premises to supervise and protect the minors.

2.9 Licensee's Property and Equipment.

2.9.1 All equipment, materials, and/or supplies needed for setups (Licensee Equipment); platforms, stagings, or other temporary structures (Stagings) to be erected by Licensee or Licensee's Contractors and approved in writing in advance by the College District; and/or any decorations, displays, signage, and exhibits (Decorations and Exhibits) to be used by the Licensee shall be provided by the Licensee at its sole cost. The Licensee shall be solely responsible for setting up and taking down Licensee Equipment, Stagings, and Decorations and Exhibits used within the Premises for its event. Only free-standing Decorations and Exhibits are permitted in the Premises. Decorations and Exhibits and Licensee's Equipment may not be hung from the ceiling or attached to walls. Nails, tacks, tape or other affixing devices are prohibited from use. Confetti, glitter, hay, sawdust, rose petals, fireworks, and sparklers are not allowed at the Facility or in the Premises.

2.9.2 By the end of the Usage Time, the Licensee shall remove any Licensee Equipment, Stagings, Decorations, and Exhibits, and any other goods, items, and materials of every nature and character and regardless of

ownership that Licensee brought into the Premises (collectively referred to as "Licensee Property"). All responsibility and liability for removal of Licensee Property and costs of removal shall be paid by Licensee. In the event that the Licensee fails to vacate the Premises and remove Licensee Property by the end of the Usage Time, Licensee expressly authorizes the College District to remove the Licensee Property and to store the Licensee Property at the sole expense of Licensee. The College District shall have no liability for damage to or loss of any Licensee Property or for the storage of Licensee Property either before or after the Usage Time and the Licensee expressly releases the College District from any and all claims for damages of whatever kind or nature to the Licensee Property.

2.10 Alterations of the Premises. Licensee shall make no alterations to the Facility or Premises.

2.11 Damages to the Facility or Premises.

2.11.1 Licensee shall be liable for any damage caused to the Facility, the Premises, or the College District's property by virtue of Licensee's use of the Premises regardless of whether such damage was caused by any act or omission of Licensee or Licensee's employees, contractors, agents, representatives, guests, or invitees or any person who enters the Facility or Premises as a result of Licensee's event or use of the Premises; and Licensee shall be liable for and shall pay the College District for all costs of repairing any such damage that may occur to the Premises, its fixtures, furniture, furnishing, or College District equipment contained therein and for restoration of the Premises to the same condition as existed prior to Licensee's use of the Premises. The Manager shall determine whether any damage has occurred to the Facility, the Premises, or the College District's property by virtue of Licensee's use of the Premises; the extent of the damage; and the cost of repair and restoration of such damages.

2.11.2 In the event that Licensee fails to pay upon demand any costs for repairing damages and

restoring the Facility, the Premises, or the College District's property, the College District shall have the right to retain any and all of the Deposit to pay for such damage and pursue any other rights and remedies available in equity or at law.

2.11.3 The rights and obligations of this Section 2.11 survive termination or expiration of this Agreement.

2.12 Should Licensee release all or any portion of the Premises prior to the commencement of the Usage Time, Licensee will forfeit the Deposit (as hereinafter defined) and any payment made on the Premises. Licensee understands and agrees that the College District is under no duty or obligation to refund the Deposit or re-rent the Premises for the account of Licensee.

**ARTICLE III: Payments by Licensee**

3.0 Usage Fee and Payment. In addition to the other covenants, promises, and conditions agreed to or to be performed by the Licensee as set forth in this Agreement, the Licensee shall pay the College District as follows:

3.1.1 Upon execution of this Agreement, a deposit in the amount of \$ \_\_\_\_\_ (Deposit), which shall be refundable only in accordance with this Agreement.

3.1.2 Seventy-two (72) hours in advance of the Usage Time, without demand or offset, the sums for use of the Premises, as more particularly described in Addendum I or as specified here (Usage Fee):

\$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.1.3 Any and all sums due to the College District for additional services, accommodations, equipment, or materials as may be requested by Licensee (referred to as "Additional Services") as set forth in Addendum II (Additional Services Fee), if any.

3.2 Deposit. If at the end of the Usage Time, Licensee (a) has fully paid all Usage Fees, late charges, and costs for Additional Services; (b) has satisfactorily returned the Premises to its pre-usage condition; (c) has paid for any and all damages and restoration of the Facility, the Premises, and the College District's property, if required as set forth in this Agreement; and (d) has met all other obligations and requirements of Licensee under this Agreement, the College District shall refund to Licensee any remaining portions of the Deposit not used to satisfy Licensee's obligations hereunder or as otherwise permitted under this Agreement within 30 days after the College District has determined that the items (a) through (d) of this Section 3.2 have been satisfied.

3.3 Late Charges. The Licensee agrees to pay to the College District as late charges an amount equal to \$25 per day of any Usage Fee payment(s) or any portion thereof that is not received by the College District on the dates required under this Agreement. If any portion of any Usage Fee payment or late charge is not paid as required or by the dates due, the amount of Usage Fee due shall be calculated by the College District first crediting the amount paid by the Licensee against any late charges due with the remainder of the amounts so paid being credited toward any Usage Fee(s) then due and owing. If after making such credits, additional amounts are due by the Licensee for either Usage Fees or late charges not paid, late charges shall continue to accrue until such time as the Licensee pays all outstanding Usage Fees and late charges.

3.4 Other Costs. The College District reserves the right to charge and the Licensee agrees to pay any additional charges that may accrue due to the Licensee's usage of the Premises, including, without limitation, costs for services performed by College District employees; College District personnel that the College District, in its sole discretion, determines should be on-site during the Licensee's usage of the Premises; and the Licensee's failure to perform its obligations under this Agreement including, but not limited to, the failure to leave the Premises in a clean condition after usage; damage to the College District's property, equipment, or grounds; and

the costs associated with checks returned for insufficient funds.

**3.5 Survival.** The right to payment and collection and the obligations to pay any amounts due but not paid under this Article III shall survive expiration or earlier termination of this Agreement.

#### **Article IV: Additional Services**

**4.1 Definition.** Additional services are those services to be provided by the College District other than those set forth in Article I or expressly stated elsewhere in this Agreement including, without limitation, services, accommodations, or materials, miscellaneous pricing items, special set-ups, special labor requests, and special utility services outside normal business hours (Additional Services).

**4.2 Performance of Additional Services.** Any Additional Services not requested prior to the Usage Time and not included in this Agreement, including any Addendum, will be provided by the College District if possible and for the cost quoted and invoiced to Licensee by the College District for such Additional Services. Technology Support Packages will be required with the use of any College District technology or audiovisual item(s) (projector, screen, computer, DVD/CD player, microphone) and will be considered an Additional Service. Trade shows or events with multiple vendors shall be treated as an Additional Service and will be assessed additional charges for set-up, breakdown, lobby usage, or percentage of revenue generated.

**4.3** Licensee shall pay on demand and without offset for all Additional Services.

#### **Article V: Insurance**

**5.1 Insurance Coverage.** At all times during the Term of this Agreement, the Licensee shall obtain and keep in force, at its sole cost and expense, (i) a comprehensive general liability insurance policy with a single limit of at least **\$1,000,000.00**, including coverage for bodily injury or death, property damage, and personal injury liability and for the performance by the Licensee of the indemnity provisions of this Agreement; and (ii) an all-risk property insurance policy covering the Facility, the Premises, and the College District's property in accordance with the terms of this

Agreement for the full replacement cost of all College District property.

**5.2 No Limitation.** The limits of the Licensee's liability insurance shall not limit the liability of the Licensee under this Agreement.

**5.3 Delivery of Certificate and Endorsements.** Prior to the Licensee's use of the Premises and before the insurance policies required to be maintained under this Agreement shall expire, the Licensee shall deliver to the College District a certificate and any endorsements evidencing the issuance of such insurance policies in accordance with the requirements of this Agreement. The Licensee's comprehensive general liability insurance policy and certificate evidencing such insurance shall include the College District as additional insured and require that the College District be notified of the cancellation or expiration of the policy in advance. Further, both policies required of the Licensee under this Article V shall (i) contain provisions by which the insurer agrees that neither policy shall be canceled or substantially changed except after thirty (30) days written notice to the College District; and (ii) be issued by insurance companies reasonably satisfactory to the College District and qualified to do business in the State of Texas. Any liability insurance carried or to be carried by the Licensee under this Agreement shall be primary and non-contributory over any insurance policy or self-insurance coverage maintained or carried by any of the additional insured. The Licensee's failure to obtain or maintain the required insurance shall constitute a breach of this Agreement and shall result in the Licensee being required to immediately cease its use of the Premises.

**5.4 Waiver of Subrogation.** Any and all insurance policies required of the Licensee under this Agreement shall contain a waiver of subrogation of any right against the College District or any insurance policy owned or held by the College District.

#### **Article VI: Liability, Release, and Indemnification**

**6.1 Assumption of Liability.** Licensee expressly assumes full responsibility for the character, acts, omissions, and conduct of all persons who perform services at the Facility or Premises on

behalf of Licensee and for all persons who attend the event held by Licensee at the Premises.

**6.2 DISCLAIMER OF LIABILITY.** NEITHER THE COLLEGE DISTRICT NOR ANY OF THE COLLEGE DISTRICT INDEMNITEES SHALL BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS, LOSSES, DEMANDS, SUITS, COSTS, AND EXPENSES, AND OTHER FORMS OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES (EACH A "CLAIM") OR ANY INJURY TO ANY PERSON OR TO ANY PROPERTY (EACH A "LOSS") OF THE LICENSEE, ITS DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, MEMBERS, GUESTS, INVITEES, OR ANY THIRD PARTY, IN OR UPON THE COLLEGE DISTRICT PROPERTY, THE FACILITY, OR PREMISES, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, THEFT, VANDALISM, OR FAILURE TO PAY WAGES.

**6.3 LICENSEE INDEMNIFICATION.** THE LICENSEE AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD THE COLLEGE DISTRICT INDEMNITEES HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS THAT MAY ARISE OUT OF, RELATED TO, OR BY REASON OF, ANY (A) CONTRAVENTION OR BREACH OF ANY PROVISION OF THIS AGREEMENT OR OF ANY REPRESENTATION OR COVENANT MADE OR TO BE PERFORMED BY THE LICENSEE UNDER THIS AGREEMENT; (B) NONCOMPLIANCE BY THE LICENSEE IN CONNECTION WITH ITS USE OF THE FACILITY OR PREMISES; (C) NONCOMPLIANCE OR VIOLATION BY THE LICENSEE OR BY ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS OF ANY APPLICABLE LAWS, RULES, REGULATIONS, OR ORDER OF ANY GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER THE FACILITY, THE PREMISES, THE COLLEGE DISTRICT'S PROPERTY, OR THE LICENSEE; (D) ACT OR OMISSION OF OR THE NEGLIGENCE (WHETHER ORDINARY OR GROSS) OF THE LICENSEE OR OF ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS IN CONNECTION WITH THE USE OR OCCUPANCY OF THE FACILITY OR PREMISES; EXCEPT TO THE

**EXTENT SUCH CLAIM WAS SOLELY CAUSED BY OR RESULTS FROM THE FAULT OF ANY COLLEGE DISTRICT INDEMNITEE. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 6.3 OR IN THIS AGREEMENT SHALL OPERATE TO OR BE DEEMED OR CONSTRUED TO ABROGATE OR WAIVE ANY IMMUNITY TO WHICH THE COLLEGE DISTRICT IS ENTITLED.**

**6.4 NO LIMITATION BY INSURANCE.** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS ARTICLE 6 BY THE LICENSEE OR ANY DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS OF THE LICENSEE, BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE LICENSEE, OR BY ANYONE FOR WHOSE ACTS THE LICENSEE MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER ARTICLE 6 SHALL NOT BE LIMITED BY THE AMOUNT OF INSURANCE COVERAGE PAYABLE TO THE LICENSEE.

**6.5 Survival.** The Licensee's assumption of liability, the College District's disclaimer of liability, the release of the College District, and the Licensee's indemnification requirements as set forth in this Article VI shall survive the expiration or earlier termination of this Agreement.

#### **Article VII: Default**

**7.1 Default of Licensee.** The following acts or omissions shall constitute a default by Licensee:

- (a) Failure of Licensee to pay the Deposit, Usage Fee, fees for Additional Services, late charge, or any other amount owed by Licensee under this Agreement;
- (b) Failure of Licensee to perform any other condition, term, provision, warranty, covenant, or obligation contained in this Agreement;
- (c) Any violation of applicable law, rule, regulation, or policy or of the College District's policies and procedures;
- (d) Any other breach or event of default; and/or
- (e) Bankruptcy of, insolvency of, reorganization by, moratorium by, fraudulent conveyance by Licensee.

7.2 Rights and Remedies of College District. In the event of breach or default by the Licensee, the College District is entitled to:

- 7.2.1 Immediate termination of this Agreement;
- 7.2.2 Retain all Usage Fees, fees for Additional Services, Deposit, and other sums paid by Licensee to the College District for use of the Premises;
- 7.2.3 Pursue any and all other remedies available to the College District in equity or at law; and
- 7.2.4 Receive payment for all reasonable attorney's fees and costs incurred by College District in pursuit of its remedies under this Agreement.

**Article VIII: Change of Premises; Termination**

- 8.1 Paramount Use. In the event of emergency or other necessity, the College District reserves the right, upon reasonable notice under the circumstances, to change the location of the Premises and provide alternative space to the Licensee under this Agreement. In the event that the College District is not able to provide alternative space due to such emergency or other need, the College District retains the right to cancel this Agreement and Licensee's right to use the Premises during the Usage Time without penalty except for the return of Licensee's Deposit and any pre-paid Usage Fee or other fees paid by Licensee.
- 8.2 Cancellation for Convenience. Licensee may cancel this Agreement at any time up to thirty (30) days prior to the commencement of the Usage Time. It is agreed that in the event that Licensee cancels the Lease thirty (30) days or less prior to, or fails to use the Premises at the time specified, all payments required by this Agreement shall be due and owing or if paid in advance, will be forfeited.
- 8.3 Force Majeure. If the (a) Facility or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Premises for the purposes and during the periods specified in this Agreement; or (b) if the use of the Premises by the Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any government authority, civil

riot, flood, or any other cause beyond the control of College District, then this Agreement shall terminate and neither party shall have any further obligations under this Agreement. The College District shall not be liable or responsible to Licensee for any damages caused by the termination of the Agreement under this Section 8.3 and Licensee hereby waives any claim against the College District for damages by reason of such termination except that any portion of the Usage Fee paid in advance shall be refunded to the Licensee.

**Article IX: Miscellaneous Provisions**

- 9.1 Use of College District Name. Absent prior written authorization, the Licensee may not use or reference the College District's name or logo on the Licensee's promotional materials or in advertising to the general public other than a general reference for a description of the physical location of the event.
- 9.2 Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all previous agreements or understandings between the parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both parties.
- 9.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Washington County, Texas or in the federal courts of the United States, Southern District of Texas.
- 9.4 No Waiver of Immunities. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which the College District may be entitled under any law.
- 9.5 No Assignment. This Agreement shall not be assignable by the Licensee in whole or in part without the prior written consent of the College District.



- 9.6 No Waiver. No waiver by the College District of any default or breach by the Licensee of its obligations under this Agreement shall be construed to be a waiver or release of any subsequent default or breach by the Licensee under this Agreement. No failure or delay by the College District in the exercise of any remedy provided for in this Agreement shall be construed a forfeiture or waiver thereof or of any other right or remedy available to the College District.
- 9.7 Severability. Any provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- 9.8 Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below. Such addresses may be changed upon proper notice to such addresses. Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile with

confirmation of transmission by sender's facsimile machine; or (iv) personal delivery with written receipt confirming such delivery. Notice will be deemed to have been given on the date of personal delivery or two business days after mailing or faxing. Electronic mail does not constitute official notice under this Agreement.

- 9.9 Authority. The College District and the Licensee each represent that it has the authority to execute this Agreement and to perform its obligations under this Agreement.
- 9.10 Disclaimer of Condition – "As Is". The College District makes no representations that the Premises are safe or suitable for the intended use. The College District assumes no responsibility for improving or maintaining the Premises to meet Licensee's requirements.
- 9.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original and binding upon the party executing the same, but both of which shall constitute one and the same agreement.

**Agreed to by:**

**Licensee:**

**Blinn College District:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Vice Chancellor, Student Services (or Designee)  
902 College Ave.

Brenham, Texas 77833

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_