

1. RENTAL OF SPACE AT THE UNIVERSITY OF NORTH TEXAS SYSTEM BUILDING

a. Usage of Rented Facility

In accordance with the terms and conditions specified herein, and in consideration for payment of the Rental Fee and Security Deposit, System agrees to allow User use of the facilities specified above ("Rented Facility"). Only the Rented Facility specified in this Agreement may be used. The Rented Facility may only be used for the stated purpose, and for the designated Event(s) times. Usage of the Rented Facility may not be assigned.

b. Rental Fees and Security Deposits

The Rental Fee and Security Deposit are due when the Facility Use Agreement is signed and submitted in the form of a check or money order made payable to the University of North Texas System.

All rental fees are non-refundable. Security deposits are refundable within thirty (30) days following the Event(s) if all conditions of this Facility Use Agreement have been met and there are no damages to the Rented Facility or the System premises.

c. Access to Facilities Rented

The User shall have ingress and egress through the halls and corridors of System to the Rented Facility, but shall have no other rights in any other part of premises unless specifically agreed to in writing signed by System and the User.

System and their representatives shall have the right at any time to enter any portion of the System premises for any purpose. The entire building shall at all times be under the charge and control of System. However, this shall not authorize System to direct the activities of the User in order to assume any liability for the same. The User is liable for all acts undertaken pursuant to User's directives or by the User's employees, vendors and guests.

d. Emergency Cancellation Policy

If for any reason beyond System's reasonable control, including but not limited to strikes, labor disputes, acts, regulations or orders of governmental authorities, civil disorder, disasters, acts of war, acts of God, fires, flood or other emergency conditions, it is impossible for System to perform its obligations under this Agreement, such non-performance is excused and System may terminate this Facility Use Agreement without further liability of any nature, upon return of the User's Rental Fee and Security Deposit. In the event of such an emergency cancellation, System shall not be liable for consequential damages of any nature for any reason whatsoever.

e. Termination

If this Agreement covers multiple events to be held at System, it is understood and agreed that User is required to resolve any and all outstanding issues regarding one Event prior to being allowed to use space at System for another Event. This includes but is not limited to issues regarding payments and resolution of any damage to the Rented Facility. System reserves the right to cancel any and all Event(s) provided for herein unless and until all

outstanding issues regarding all prior Event(s) have been resolved to its satisfaction. Further, System reserves the right to terminate this Agreement with written notice to User due to any breach of this Agreement by User that is not resolved within ten days after written notice of the breach is provided by System.

2. CONDUCT DURING EVENT(S)

System has implemented rules and restrictions for Event(s) held at System. User accepts and agrees to abide by the following rules and restrictions at all times:

a. Prohibited Conduct

User and User's employees, vendors and guests are expressly prohibited from unplugging equipment, moving furniture or equipment, opening collapsible walls, or in any way reconfiguring room space in the Rented Facility. User and User's employees, vendors and guests are also prohibited from nailing, tying, taping, or otherwise affixing any materials to the ceilings, walls, floors, or furnishings of the Rented Facility.

It is expressly understood and agreed that any and all such prohibited conduct may result in damage to the Rented Facility and that User shall be liable for and shall indemnify System for costs related to the repair of such damage in accordance with Section 3 below.

In addition to payment of indemnification, if any, should User or User's employees, vendors or guests engage in any of the prohibited conduct set forth in this provision, then the User agrees that it shall owe System a Room Re-set-up Fee in the amount of \$75.00. If invoiced by System, User agrees to pay the Room Re-set-up Fee within thirty days following the Event(s).

b. Disturbing Conduct

User shall not permit any conduct on the System premises by User, User's employees, vendors and guests that will disturb the use or occupancy of other guests or users. System reserves the right to determine what conduct is disturbing the use or occupancy of other guests or users.

c. Prohibited or Unlawful Activities

User shall not permit any activities by User, User's employees, vendors and guests which are unlawful or which violate any federal, state or local law or regulation or which violate any rule or regulation of System.

3. LIABILITY

The User agrees to pay for any damages done to the Rented Facility and/or the System premises, grounds or furnishings, by the User, User's employees, guests, or vendors during or pertaining to the Event(s). If repairs exceed the security deposit, the User shall be financially responsible for the cost of the repairs not covered by the deposit and shall make payment to System within thirty days of notification of the amount owed for the cost of repairs.

System assumes no responsibility for losses, damages and claims arising out of injury, damage or loss of its, any User's, or any vendor of an User's equipment or property brought onto or sent to the System premises. **The User shall indemnify System, and System's agents, students and employees from any and all such losses, damages and claims.**

The User further agrees to indemnify and hold harmless System, and System's agents, students, and employees against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) User's use or occupancy of the Rented Facility; or (ii) any action taken by User, User's vendors, employees, or guests while in or about the Rented Facility or the System premises; or (iii) any loss, injury, death or damage to persons or the Rented Facility or the System premises caused by reason of any act, omission or negligence on the part of User, or User's vendors, employees, or guests; or (iv) any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement.

The User shall be responsible for and agrees to pay for all costs of collection, including but not limited to attorney's fees, which may be incurred by System in an effort to collect the cost of repairs or any other amount owed by User.

4. MISCELLANEOUS

a. Alternative Dispute Resolution

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising hereunder.

b. No Waiver

No waiver by System of a default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

c. Entirety Clause

This agreement represents the entire agreement between the User and System and will be binding on all parties. This agreement may not be amended, except in a subsequent written document, signed by both parties.

APPROVED ON BEHALF OF

UNIVERSITY OF NORTH TEXAS SYSTEM

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____