**FACILITY LICENSE AGREEMENT**

This FACILITY License Agreement (“Agreement”) is entered into effective as of \_\_\_\_\_\_\_\_\_(the “Effective Date”), by and between Texas A&M University-Commerce (hereafter referred to as “A&M-Commerce”), a member of The Texas A&M University System, an agency of the State of Texas, and  (hereafter referred to as “LICENSEE”). (A&M-Commerce and LICENSEE are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

**WITNESSETH:**

**WHEREAS**, A&M-Commerce is the owner and operator of \_\_\_\_\_\_\_\_\_\_ (“FACILITY”), located on A&M-Commerce’s campus; and

**WHEREAS**, LICENSEE desires to use FACILITY and its facilities, for the sole purpose of Provide Explanation of Use (the “Event”).

**WHEREAS**, A&M-Commerce desires to and does grant LICENSEE a license to use the FACILITY 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 the license granted by this Agreement will be as detailed in Appendix A attached hereto and made a part hereof for all purposes.
2. **Premises Covered:** This Agreement covers only the specific portions of the FACILITY described as follows (the “Premises”). Use of the term “Premises” in this Agreement shall include the designated parking areas, sidewalks, and landscape areas on University property used in connection with the use of the FACILITY.
3. **License Fee:** LICENSEE agrees to pay University a fee in the amount of **$** (“License Fee”) for the license granted by this Agreement. One half of payment is due within two weeks of signed agreement. Balance of payment is due one week prior to scheduled date of use of facilities. LICENSEE shall make all payments under this Agreement by certified check, bank money order, or business check made payable to “Texas A&M University-Commerce” and delivered to A&M-Commerce at the following address:

1. **Damages:**  In addition to the License Fee, LICENSEE agrees to pay A&M-Commerce for any and all damages caused by LICENSEE or LICENSEE’s officers, employees, agents, contractors or invitees, for negligent use of the FACILITY and/or failure to comply with building decorating guidelines and/or helium tank usage guidelines (incorporated into this Agreement). Within ten (10) business days of the conclusion of the event, FACILITY personnel will assess the facilities used, invoicing LICENSEE for any damages. LICENSEEshall reimburse A&M-Commerce for all such damages within ten (10) days following LICENSEE’s receipt of an invoice from A&M-Commerce.
2. **Novelties and Concessions**: A&M-Commerce reserves to itself and the parties with whom it contracts the sole right: (1) to sell or disburse programs, periodicals, books, magazines, newspapers, soft drinks, flowers, candies, food, beverages, novelties or any related merchandise commonly sold or dispensed in related facilities; (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 FACILITY; (5) to prepare, cater and serve all foods and beverages on the premises including but not limited to receptions, breakfasts, luncheons and dinner banquets.
3. **Operating Personnel, Services, and Equipment:** As applicable,A&M-Commerce shall furnish customary heating, lighting, water, and electricity for the Premises. In addition to the License Fee described above, LICENSEE will be responsible for paying all Operating Expenses, if any. Operating Expenses include the following: ex: security, ticket personnel, etc.. A schedule of estimated amounts for Operating Expenses is found in **Appendix A**. Any Operating Expenses due from LICENSEE shall be paid upon invoice from A&M-Commerce at the conclusion of the Event or within ten (10) days following LICENSEE’s receipt of an invoice from A&M-Commerce.
4. **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, A&M-Commerce shall act solely for the accommodation of the LICENSEE and neither A&M-Commerce nor any of its agents or employees shall be a bailee or liable for any loss, damage, or injury to such property.
5. **Lost and Found:** A&M-Commerce shall have the sole right to collect and to have the custody of articles left in or about the FACILITY by persons attending any event given or held in the FACILITY, and neither the LICENSEE nor any person in the LICENSEE’s employ or under its direction shall collect or interfere with the collection or custody of such articles.
6. **Right to Inspect:**  The Premises shall at all times be under the control of A&M-Commerce, which specifically retains the right to enforce any and all laws, rules and regulations applicable to the Premises and representatives of A&M-Commerce shall have the right at all times to enter the Premises to examine the same and to perform A&M-Commerce’s duties.
7. **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:
8. Licensee’s use of the Premises shall be in accordance with A&M-Commerce’s Rules and The Texas A&M University System Policies and Regulations, which can be found at <http://policies.tamus.edu>.
9. Appropriate standards of dress and behavior will be observed at all times in the Premises.
10. All minors (children under the age of 18) involved in or attending the Event shall be under the care and supervision of an adult at all times while in the Premises.
11. All activities in the Premises shall be conducted so as not to endanger any person or damage any property therein.
12. All aisles, corridors, passages, vestibules, elevators, and stairways shall be kept free and clear of obstructions and shall not be used other than for ingress and egress.
13. No alterations shall be made to the Premises.
14. No confetti, glitter, glue, or flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance or laser lighting equipment shall be used or permitted unless first been approved by MEMBER in writing.
15. No candles are permitted in the Premises.
16. No carts, dollies or other equipment with metal casters are permitted in the Premises or the surrounding premises.
17. No smoking is allowed in or around the Premises or the surrounding premises.
18. No animals (except service animals) are allowed in or around the Premises or the surrounding premises.
19. No signs, messages or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, the Premises or surrounding premises without prior written approval of MEMBER.
20. Outside audio-visual equipment such as projectors, etc., may not be brought into the Premises. House equipment, with the exception of computers, must be used and operated by MEMBER personnel unless other arrangements are approved by MEMBER in writing.
21. Any articles, exhibits, fixtures, materials, or displays of Licensee that have been previously approved by MEMBER shall be brought into or taken out of the Premises only at such entrances as may be designated by MEMBER.
22. To the additional special restrictions, if any, as detailed in Appendix A.
23. **Indemnification:** LICENSEE agrees to conduct its activities in and about the FACILITY so as not to endanger any person; and further agrees to indemnify, defend, and hold harmless A&M-Commerce, The Texas A&M University System, its regents, officers and employees, 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 A&M-Commerce shall in no way diminish or affect the duties, obligations, or responsibilities of LICENSEE under this Section.
24. **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 the FACILITY. A&M-Commerce, and its officers, agents, and employees shall not be responsible or liable for any loss of or damage to, property while in the FACILITY regardless of how the loss or damage is sustained.
25. **Failure to Take Possession:** If LICENSEE shall fail for any reason to 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 A&M-Commerce in connection therewith, shall be made payable immediately to A&M-Commerce by LICENSEE as liquidated damages and not by way of penalty.
26. **Circumstances Beyond Control:** In the event the FACILITY or any part thereof shall be destroyed or damaged by fire or any other cause which shall render the fulfillment of this Agreement by A&M-Commerce or LICENSEE impossible, including, but not limited to, acts or omissions of government or military authority, acts of God, fires, floods, riots, wars terrorist acts or the requisitioning of the Premises by any governmental agency, or by reason of a labor dispute between A&M-Commerce and its employees, agents, contractors, or subcontractors, then this Agreement shall terminate and LICENSEE shall pay the License Fee for the Premises only up to the date of such termination. LICENSEE hereby waives any claims for damages or compensation it may have against A&M-Commerce should this Agreement be terminated under this Section.
27. **Medical Services – Ambulances:** If LICENSEE or its agents, representatives, managers, or participants in or about the FACILITY 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 the Field during the term of this Agreement, even though such service or services are made available or are obtained through A&M-Commerce 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 A&M-Commerce harmless from all responsibility or liability.
28. **Controlled Substances and Alcoholic Beverages:** A&M-Commerce strictly prohibits the unlawful manufacture, distribution, possession or use of illicit drugs or alcohol to or within the FACILITY.
29. **Removal of Property:** In the event LICENSEE fails, neglects, or refuses to remove its property from the authorized areas of the FACILITY promptly upon the termination of the license granted by this Agreement, the property shall be deemed abandoned and A&M-Commerce 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 A&M-Commerce 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.
30. **Charitable Collections:** No collections, whether for charity or otherwise, shall be made, attempted, or announced on the Premises without the prior written consent of A&M-Commerce.
31. **Termination of Agreement:** A&M-Commerce shall have the right to terminate this Agreement, with or without cause, and without penalty or liability, by giving written termination notice at least 30 days in advance of the License period. LICENSEE agrees that this Agreement may be terminated immediately without notice and without penalty or liability, at the option of A&M-Commerce, in the event of default by LICENSEE in the performance of any of the terms or conditions of this Agreement.
32. **Exclusive Agreements:** A&M-Commerce maintains certain exclusive sponsorship agreements and as such, LICENSEE must notify A&M-Commerce of any and all "Sponsors" or "Underwriters" or any entity other than LICENSEE that is receiving or will receive promotional consideration from LICENSEE. A&M-Commerce reserves the right to limit any and all promotional/sponsor activities that may conflict, as determined by A&M-Commerce in its sole discretion, with existing A&M-Commerce exclusive agreements.
33. **Miscellaneous Provisions:**
    1. The validity of this Agreement and all matters pertainingto this Agreement, including but not limited to, matters of performance, non‑performance***,*** breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State ofTexas;
    2. By statute, mandatory venue for all legal proceedings against A&M-Commerce is to be in the county in which the primary office of the chief executive officer is located;
    3. Should A&M-Commerce commence suit against LICENSEE under the terms of this Agreement because of LICENSEE’s breach, LICENSEE agrees to pay A&M-Commerce’s reasonable attorneys’ fees, costs, and expenses;
    4. Neither party may assign this Agreement, in whole or in part, without prior written consent of the other party;
    5. Any claim or cause of action accrues to any party under this Agreement shall survive the termination of this Agreement;
    6. The invalidity or illegality of any part of this Agreement shall not affect the validity or legality of any other part of this Agreement;
    7. The paragraph titles in this Agreement are for convenience only and do not define, limit, or construe the contents of the paragraphs;
    8. Time, and especially time of payment of monies due from LICENSEE, shall be of the essence of this Agreement;
    9. Nothing in this Agreement shall be construed so as to make LICENSEE the agent, employee, or representative of A&M-Commerce for any purpose; and
    10. LICENSEE expressly acknowledges A&M-Commerce is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law.
34. **Force and Effect:** This Agreement shall have no force or effect unless fully executed by both parties. LICENSEE covenants and agrees that its failure to fully and faithfully perform all of its covenants and agreements in this Agreement shall excuse A&M-Commerce’s continued performance.
35. **Building Decorating/Helium Use Guidelines:** The attached “Sam Rayburn Student Center Decorating/Set-Up Guidelines” and “Sam Rayburn Student Center Helium Tank Usage Procedure” are hereby incorporated into and made part of this agreement, if applicable.
36. **Publicity:** LICENSEE shall not use A&M-Commerce’s name, logo or other likeness in any press release, marketing materials or other public announcement without receiving A&M-Commerce’s prior written approval.
37. **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 this process 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 the designated official of A&M-Commerce, who shall examine LICENSEE’s claim and any counterclaim and negotiate with Licensee in an effort to resolve the claim.
38. **AGREEMENT NULL AND VOID: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS NULL AND VOID IF THE TERM EXCEEDS ONE YEAR OR THE FEE EXCEEDS $50,000.**

**ACCEPTED AND AGREED:**

**LICENSEE**

Date

**TEXAS A&M UNIVERSITY-COMMERCE**

Date

**FACILITY LICENSE AGREEMENT**

**APPENDIX A**

**Term of License:**

Insert detailed description of the term of the Agreement

**Schedule of estimated Operating Expenses [if applicable]:**

Insert a schedule of estimated amounts for Operating Expenses i.e. Cost of Security or mark as N/A

**Additional Special Restrictions [if applicable]:**

Refer to attached and incorporated “Thompson Student Center Decorating/Set-Up Guidelines” and “Thompson Student Center Helium Tank Usage Procedure”