



LONE STAR COLLEGE SYSTEM
CORPORATE COLLEGE LSC-UNIVERSITY PARK MASTER FACILITY USE AGREEMENT

Contract Number _____

This Facility Use Agreement is made and entered into this _____ day of _____, 20____, (the "Effective Date") by and between the Lone Star College System ("LSCS") and _____ ("Organization"), whose address is _____.

LSCS hereby agrees to permit Organization the use of the facilities set forth in Exhibit A ("Facilities"), in accordance with the pricing and conditions set forth in Exhibit A and the terms set forth herein. Organization agrees to use the Facilities in accordance with the terms and conditions set forth herein and in Exhibit A.

FACILITY USE TERMS AND CONDITIONS:

1. **TERM:** This agreement shall commence upon the Effective Date and shall continue in effect for a term of two (2) years; provided, however, either party may terminate this agreement without cause at any time by providing 30 days prior written notice to the other party. This agreement will automatically renew for up to three (3) additional one year terms, unless notice is provided by either party thirty (30) days prior to the expiration of the then current term.
2. **FACILITY USE AGREEMENT:** Organization acknowledges that this Facility Use Agreement is a commitment to permit the use of the facilities for a specific date and purpose and is not a lease or rental agreement.
3. **HOLD HARMLESS AGREEMENT: APPLICANT HEREBY AGREES TO HOLD LONE STAR COLLEGE SYSTEM ("LSCS"), ITS MEMBER COLLEGES ITS BOARD OF TRUSTEES, ADMINISTRATORS, EMPLOYEES, AGENTS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF ORGANIZATION'S USE OF THE PREMISES HEREIN DESCRIBED INCLUDING, BUT NOT LIMITED TO, ANY ACTUAL LOSSES, LIABILITIES, CLAIMS, OR DAMAGES CAUSED BY THEFT, DAMAGE, MISUSE, OR NEGLIGENCE, TO ORGANIZATION'S POSSESSIONS OR MATERIALS, AND FURTHER AGREES TO INDEMNIFY LSCS FOR ANY EXPENSES WHICH IT MIGHT INCUR AS A RESULT OF THE USE OF THE PREMISES HEREBY PROVIDED FOR.**
4. **TERMS AND CONDITIONS:** Organization agrees to abide by the following terms and conditions for the usage of LSCS facilities and property, and all policies and procedures of LSCS. Organization understands and acknowledges that LSCS is a public junior college district established pursuant to Section 130.004 of the Texas Education Code, whose primary purpose is to serve the educational needs of the North Harris and Montgomery County regions. As such, LSCS reserves the right to deny usage of its facilities and property to any external organization, subject to all applicable state and federal laws governing the use of public property.
 - A. Organization agrees that this Agreement is by and between LSCS and Organization and it expressly covenants that it shall not assign or permit LSCS facilities or premises or any part thereof to be used by others without prior written consent of the LSCS representative that approved this Agreement, or designee.

- B. Organization shall use LSCS premises in a safe and careful manner and shall comply with all applicable local, state and federal laws and rules and regulations pertaining to LSCS as promulgated and amended from time to time by its Board of Trustees, and such other rules and regulations prescribed by Fire and Police Departments and other government authorities, as may be in force and affect during the occupancy in use of said premises by Organization. All portions of sidewalks, entrances, passages, etc., and access to public utilities shall be kept unobstructed by Organization and shall not be used for any purpose. Doors, stairways or openings into any place in the structure shall remain unobstructed except as may be set forth in this agreement or as may be consented to in writing of LSCS. Smoking is not permitted inside any LSCS-owned facility.
- C. Possession, consumption, storage or sale of any alcohol beverages or controlled substances is strictly prohibited on all LSCS property, except in accordance with Section II.D.1.06 of LSCS Board Policy. Alcohol beverages requested by Organization on Exhibit A will be exclusively provided and arranged by vendors approved by LSCS.
- D. All youth or children's groups shall be supervised at all times by responsible adults provided by the Organization. Organization agrees and understands that it is solely responsible for the conduct of any youth, adult, or member of its Organization and shall ensure that such persons have knowledge of and will comply with all applicable policies and procedures of LSCS. Organization agrees and understands that any persons brought to LSCS facilities and premises by Organization may be asked to leave if such persons violate LSCS policies or procedures or cause in any way, a disruption to the educational environment of LSCS.
- E. Organization shall not remove, alter, or displace furniture, apparatus, and/or equipment without permission from an authorized LSCS representative. Organization shall safeguard and care for the facilities and assume responsibility for payment of any damages resulting from its use of facilities. Organization must return the facility in the same condition as before the event.
- F. LSCS shall have the sole authority to retain or release concession rights for food or beverages. No drinks or edibles shall be sold or carried into LSCS facilities, unless prior written permission to do so has been given by an authorized LSCS representative.
- G. The Organization and each of its officers shall be responsible for the enforcement of compliance with these terms and conditions. Organization shall be solely responsible for any losses, claims, theft or damage to property or injury to persons occurring on or arising from Organization's use of LSCS facilities and property and shall indemnify LSCS against any losses, claims, damage, theft, or injury suffered to any persons or property arising out of, or in connection with Organization's use of facilities or premises. Prior to usage of LSCS facilities and premises, Organization shall (unless checked here as not required) obtain Comprehensive Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The certificate shall include LSCS as an additional insured, which shall be evidenced by written policy endorsements provided to LSCS prior to the event. No cancellation of this insurance may be effected without thirty (30) days prior written notice to LSCS. Companies writing insurance under this section must be licensed to do business in the State of Texas. All costs of insurance will be borne by Organization.
- H. Organization shall report and pay directly all Federal and State taxes arising out of its use of the Facilities and premises.

- I. Oral agreements to use LSCS facilities are invalid and unenforceable. Organization understands and acknowledges that this application and Exhibit A, after acceptance, constitutes the entire Facility Use Agreement and may not be varied or altered unless done so in writing and signed by an authorized representative of both parties.
- J. LSCS may cancel or relocate the event at any time to accommodate a System activity. LSCS shall notify Organization immediately if cancellation or relocation is required. In the event of cancellation or relocation, Organization shall have the option of requesting a full refund of all fees or, if relocated, accepting the new location of event.
- K. If LSCS is unable to give possession of the premises on the specified date by reason of "Force Majeure", LSCS or its member colleges shall not be subject to liability for failure to give possession. Under such circumstances, Organization shall be entitled to a pro-rata return of any advance sum paid, or any other acceptable arrangement mutually agreed to by the parties. For purposes of this Agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government or governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of LSCS.
- L. Should Organization terminate this agreement or cancel/reschedule services set forth in Exhibit A within thirty (30) calendar days of start date for the services, Organization/Host agrees to pay a cancellation fee of 50% of the invoice amount unless service is rescheduled with a confirmed start date within 60 days of the original start date. If Organization cancels within seven (7) calendar days of the start date, Organization agrees to pay a cancellation fee of 100% of the invoiced amount.
- M. The parties to this Agreement shall comply with all applicable laws regarding affirmative action and equal opportunity in fulfilling this Agreement, and shall not discriminate against any person or group of persons on the basis of race, religion, veteran's status, disability, age, creed, sexual orientation, or national origin.
- N. Organization agrees that it shall provide its own personnel and employees during its usage of LSCS facilities and premises. Such personnel shall be provided at Organization's expense, including the provision of all applicable medical or health insurances, workers' compensation, and employment taxes. Organization's employees shall be directly supervised and controlled by Organization and shall not be represented to be employees of LSCS.
- O. LSCS will determine security requirements appropriate for the event. Organization shall be required to comply with the security requirements. Should LSCS be requested to provide security, organization shall pay to LSCS all security costs prior to the event.
- P. Organization agrees to obtain all required approvals for any music or other works protected by the U.S. Copyright Act that will be displayed, performed, or sold at the event and assumes all legal obligations to defend and hold LSCS harmless from any allegations of copyright violations resulting from their performance or subsequent sale on System property.

By signing this Facility Use Agreement, I acknowledge and affirm that I understand and agree to abide by the terms and conditions of this application and agreement. I am the authorized representative of the Organization requesting usage of LSCS facilities and have full authority to bind the Organization to the terms and conditions of this application and agreement.

SIGNED this _____ day of _____, 20____.

ORGANIZATION:

By: _____

Name (please print): _____

Title: _____

Organization Name: _____

Note: Modification of this Form requires approval of OGC