

FACILITIES LICENSE AGREEMENT
Student Center

THIS FACILITIES LICENSE AGREEMENT, dated as of _____, (this "Agreement"), is made and entered into and by and between William Marsh Rice University, a Texas non-profit corporation ("Rice"), and _____ ("Licensee"), with reference to the following: Licensee desires to use certain facilities at the Student Center on the Rice campus for the purpose of conducting _____; and Rice desires to grant Licensee the right to such use upon and subject to the provisions set forth herein.

In the event that the Facilities are wholly or partially destroyed, condemned, or taken for public use, and Rice believes that the Event should not be held, then Rice may elect to terminate this Agreement by written notice to the Licensee. In the event of any such termination, Rice shall not have any liability, either on account of the unavailability of the Facilities or the failure to hold the Event there. Rice alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such destruction, condemnation, or taking, and no part thereof shall accrue or be payable to the Licensee. NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rice and Licensee agree as follows:

1. Licensee. Rice licenses to Licensee, and Licensee licenses from Rice, the right to use the Student Center facilities specified on the attached reservation request form (the "Facilities") for the purpose of Licensee's _____ (the "Event") scheduled to be held _____, _____. The specific times Licensee is to be provided access to use the Facilities for the Event shall be mutually agreed upon by the parties. Licensee shall coordinate access to the Facilities and other requests for the Event with _____ ("Rice's Representative").
 - 1.1 Permitted Use; Supervision of Children; Compliance with Law. Licensee shall use the Facilities solely for the Event and in accordance with the provisions of this Agreement. Licensee shall not use, or suffer or permit any use of, the Facilities for any purpose or in any manner other than as contemplated by this Agreement. Licensee, and the employees, subcontractors, agents, representatives, participants, invitees, and attendees of Licensee and the Event, shall comply with all applicable federal, state, and local statutes, rules, regulations, codes, ordinances and policies, including, but not limited to Rice University and Student Center Policies. **An additional room should be reserved with a TV/VCR/DVD player should be reserved if a large number of children are expected to attend. The event sponsor is responsible for providing adult supervision in all reserved venues.**
 - 1.2 Food and Beverages; Alcohol; Merchandise. Licensee shall not allow food or beverages in the Facilities without prior written approval of Rice. **Licensee shall ensure that no alcoholic beverages are distributed, sold, or consumed at the Facilities without prior written approval of Rice.** Licensee shall not permit the sale of any merchandise at the Facilities without the prior written approval of Rice. **If alcohol is to be provided, Texas Alcoholic Beverage Commission (TABC) certified servers must be employed. Ten (10) business days prior to the event the Student Center must receive a copy of either the license to sell alcohol from the caterer (if alcohol is not free of charge), or the TABC Certification Cards of the individuals who will be serving. If this documentation is not provided, but alcohol is brought into the facility, the event will be canceled.**
 - 1.3 Decorations; Prohibited Items; Weapons. Licensee shall not use screws, nails, tacks, hooks, pins, tape or other adhesives to affix decorations or other items to the Facilities or its fixtures, furniture or equipment. Licensee shall not (i) use any smoke or fog machines at the Facilities, (ii) use any open flames at the Facilities (other than dripless candles), or (iii) use any glitter, confetti, flower petals, rice, rice bags, or bird seed at the Facilities (other than bird seed outside on the lawn). Licensee shall ensure that no weapons or other potentially dangerous objects of any kind are admitted to the Facilities.
 - 1.4 Name Use; Signage. Licensee shall not use or provide Rice's name or logos in any manner or media in connection with the Event without the prior approval of Rice. Licensee shall not erect any signs, banners, or displays in or about the Facilities without the prior approval of Rice. Easels and portable signs are available for rent at the Student Center. Written requests should be submitted to Rice's Representative at least 10 business days prior to the Event.
 - 1.5 Independent Contractor Relationship. The parties intend that their relationship under this Agreement shall be as independent contractors, and neither party shall conduct itself in any manner inconsistent with such independent contractor status. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture, or other form of business enterprise, or relationship of agency of employment, between Rice and Licensee, and Licensee shall not imply any such relationship or endorsement in any promotion, advertisement, solicitation or other communication in connection with the Event.
2. Fees, Charges, and Other Expenses. As consideration for the use of Facilities under this Agreement, Licensee shall pay Rice the fees set forth in the attached reservation request form (the "Usage Fees"). The Usage Fees shall be payable by licensee, without any offset or deduction, as specified in the attached reservation request form. All other charges assessed against Licensee for damage, repair, clean-up or other expenses shall be payable to rice no later than 30 days after the date of Rice's invoice therefore.
3. Insurance; Indemnification.
 - 3.1 Insurance. Licensee shall obtain and maintain, at Licensee's expense, insurance coverage for Licensee's use of the Facilities for the Event with such insurer's, terms, and other provisions as shall be approved by Rice's Risk manager. Rice may be able to provide insurance coverage for the Event at Licensee's expense. Rice's Risk Manager may be contacted at 713-348-4751 and must be provided with proof of insurance at least 30 days prior to the Event. The insurance requirements under this Section 3.1, and Rice's approval or assistance in connection therewith, shall not in any way negate or otherwise limit the Licensee's indemnification obligations set forth in Section 3.2 below.
 - 3.2 Indemnification. **Licensee shall indemnify, hold harmless, protect and defend Rice, and its trustees, employees, and student representatives (the "Indemnified Parties"), for, from, and against any and all demands, claims, suits, damages, losses, liabilities, costs**

and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death in connection with Licensee's use of the Facilities or the Event. Licensee's indemnification obligations under this Section 3.2 shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Licensee shall not be obligated to indemnify the Indemnified Parties for their respective sole negligence. Licensee's defense obligations under this Section 3.2 shall be with attorneys approved by Rice. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 3.2 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

4. Condition of Facilities.

4.1 At Delivery. Rice makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, the Facilities, as built or maintained, for any aspect of the Licensee's intended use. Accordingly, Licensee acknowledges and agrees that Licensee has made an adequate investigation and inspection of the Facilities and its own determination regarding the suitability thereof for Licensee's intended use. **Licensee further acknowledges and agrees that Facilities shall be delivered by Rice to Licensee "as is," "where is," and "with any and all faults," and without any representation or warranty of any kind (express or implied), including, but not limited to, representation and warranties as to the merchantability and fitness for use for any particular purpose, and shall be used by Licensee for the Event at Licensee's own risk.** Notwithstanding anything in this Agreement to the contrary, Rice undertakes no obligation whatsoever for the safety or security of any property or person, including, but not limited to, Licensee, or any of the employees, subcontractors, agents, representatives, participants, invitees, or attendees of Licensee or the Event.

4.2 Upon Return. Licensee shall return the Facilities to Rice after the Event in the same condition as when received, and shall reimburse Rice for any and all costs, expenses, charges or fees incurred in the repair or replacement of damage to the Facilities as a result of the acts or omissions of the Licensee, or the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee of the Event.

4.3 Destruction, Condemnation, or Taking.

5. Miscellaneous.

5.1 Power of Authority; Due Authorization; Enforceability. Licensee represents and warrants Rice that (i) Licensee has the power and authority to execute, deliver, and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by the Licensee, and (iii) this agreement constitutes legal, valid, and binding obligation of the Licensee, enforceable against it in accordance with its terms.

5.2 Entire Agreement; Severability. This Agreement and its attachments contribute constitute the entire agreement between the parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof. In the event of any provision of this Agreement shall be held unenforceable by a court, such unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such unenforceable provision, to the extent of such unenforceability, had not been incorporated herein.

5.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach of this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

5.4 Governing Law; Jurisdiction and Venue; Attorney's Fees. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party (as determined by the authority before whom such proceeding is commenced) shall be entitled to recover reasonable attorney's fees and costs as may be incurred in connection therewith in addition to any other relief granted.

5.5 Heading; Counterparts. The headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the interpretation of any of the provisions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Agreement as of the date first written above.

WILLIAM MARSH RICE UNIVERSITY

LICENSEE

By _____

By _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Updated 12/09