

FACILITY USE AGREEMENT

THIS AGREEMENT is made and entered into between BAYLOR UNIVERSITY, on behalf of the _____, whose address is _____ ("BAYLOR") and _____, whose address is _____, ("LESSEE").

WHEREAS, BAYLOR owns and operates the facility referred to as _____ (the "Event Space") and,

WHEREAS, BAYLOR desires to lease the Event Space to LESSEE for use as formal reception, banquet and meeting space and LESSEE desires to lease the same from BAYLOR for said purposes ("Event").

The parties agree as follows:

I. PREMISES

BAYLOR hereby leases to LESSEE and LESSEE hereby leases from BAYLOR the Event Space reflected on the floor plan(s) attached as **Exhibit A**, located in the .

- A. BAYLOR reserves the right to relocate LESSEE to a comparable space as may be necessary.
- B. BAYLOR reserves the right to make other areas of the Event Space available for other events, unless LESSEE has reserved all areas of the Event Space.

II. TERM AND OCCUPANCY

Subject to the terms of this Agreement, the LESSEE shall have exclusive access to, and use of, the Event Space from _____ AM/PM on _____ through _____ AM/PM on _____ (hereinafter "Use Period") solely for a _____ and for no other purpose.

The Event must be concluded, and the Event Space vacated by the LESSEE, its officers, agents, employees, guests, patrons, and invitees, by the end of the Use Period.

- A. LESSEE agrees to remove all of its property on or before the date and time of expiration or termination of the Use Period, and shall promptly reimburse BAYLOR and/or Owner, as appropriate, for the cost of repairing all damage done to the Event Space by such removal. Absent special written arrangements with BAYLOR, any property left in the Event Space by the LESSEE after the Use Period concludes shall be disposed of at BAYLOR's sole discretion.
- B. Failure by LESSEE, its guests, patrons, or invitees, to vacate the Space and the Event Space by _____ will result in an overtime charge of _____.

III. USE

- A. LESSEE shall use and occupy the Space as indicated above and for no other purpose.
- B. LESSEE shall not use or permit the Event Space to be used for any unlawful purpose or in any unlawful manner, and shall comply with all federal, state, and local governmental laws, ordinances, and rules, regulations and policies applicable to the Event Space and its occupancy.
- C. LESSEE shall make no alterations, installations, additions, or improvements in or to the Event Space and all Event decorations supplied by LESSEE must be approved in advance by BAYLOR.

IV. RENT

- A. The rental fee for this Agreement, based upon the Space and the duration of use, is reflected in **Exhibit B**, attached. The rental fee is due and payable to BAYLOR no later than two (2) weeks prior to the Use Period. Rent is due and payable by purchase order, fee transfer, check, or credit card.
- B. All after hours events held at the Event Space require the presence of a member of the Baylor Police Department Security team. A security fee of \$25 per hour is assessed beginning at 5:30 PM on the day of the Event and ending 30 minutes after the agreed end time of the Event. Approved groups reserving an after-hours event are responsible for paying the security fee.
- C. Failure to make advance payment in full to BAYLOR will result in the termination of this Agreement.

V. CANCELLATION

- A. Cancellations must be submitted to the Event Space in writing.
- B. All fees paid will be refunded if reservation is cancelled more than sixty (60) days prior to the date of the Use Period.
- C. The deposit fee will be forfeited if reservation is cancelled less than sixty (60) days but more than ten (10) days prior to the date of the Use Period.
- D. After a contract has been signed and a deposit made, the Event may be rescheduled once without penalty. Any subsequent change in the date of the Event will result in a penalty equal to one-half of the rental fee.
- E. No fees will be refunded if cancellations are received less than ten (10) days prior to the date of the Use Period or if LESSEE fails to hold the Event.
- F. BAYLOR reserves the right to cancel or relocate any Event scheduled in the Event Space due to causes beyond its control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, acts of war, terrorist acts, government action, natural disasters, or epidemics. In this case, all fees and deposits will be refunded.

VI. CONDITION OF FACILITY

- A. LESSEE shall accept the Space in "AS IS" condition. The taking of possession of the Space by LESSEE shall be conclusive evidence that LESSEE accepts the Space and the Event Space and that the same were in good and satisfactory condition at the time such possession was so taken.
- B. BAYLOR disclaims all representations or warranties to the LESSEE of any kind, whether express or implied, including without limitation as to condition of the Event Space and its premises.

VII. ENTRY

- A. BAYLOR, its agents, employees, and representatives, shall have the right to enter the Space at any time upon reasonable notice to LESSEE for any purpose which BAYLOR may reasonably deem necessary. Such notice may be oral and no notice shall be required in the case of routine maintenance, services or an emergency.

VIII. CATERING

- A. LESSEE is only permitted to use Baylor Dining Services for any catering needed. No other vendors are permitted. LESSEE shall make all necessary arrangements with Baylor Dining Services. BAYLOR shall not assume responsibility for catering or concessions.
- B. Alcohol is not permitted on campus and shall not be served under this Agreement.
- C. LESSEE shall submit any such arrangements for catering through Baylor Dining Services in writing for BAYLOR's written approval at least ten (10) business days prior to the commencement of the Use Period.

IX. DAMAGE

- A. LESSEE shall, at the end of the Use Period, leave the Event Space in the same condition as they were at the beginning of the Use Period, save for reasonable wear and tear, and shall be solely responsible for any damages to the Event Space incurred during the Use Period. Any damage charges will be billed to the LESSEE within five (5) business days of the Use Period.
- B. LESSEE may set up decorations provided that such decorations are approved by _____ before the event. The use of the following decorations is strictly prohibited:
 - i. Balloons of any kind.
 - ii. Glitter
 - iii. Confetti
 - iv. Decorations that require being fixed to the wall in any way.
- C. Set up time for Decorations must be approved by _____.
- D. All decorations must be cleaned and removed from the Event Space as it was before the Use Period.

- E. The Event Space is NOT responsible for providing tables and chairs for events.
 - i. Tables and chairs brought into the Event Space for events are required to have rubber or plastic feet intact to avoid scratching tile and hardwood floors.
- F. LESSEE shall pay to BAYLOR for any additional custodial services required due to failure by LESSEE to comply with this Agreement.

X. INDEMNIFICATION

- A. LESSEE shall indemnify, defend and save and hold harmless BAYLOR, its Board of Regents, officers, agents, and employees from and against any and all liability for claims, suits, damages, costs and expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, or property, including without limitation LESSEE and its property, or other claim in connection with or related to the LESSEE's use and/or occupation of the Event Space, and/or resulting from any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons, or invitees and/or other activities contemplated under this Agreement. Notwithstanding the foregoing, the LESSEE shall not be required to indemnify or defend against claims resulting from the sole and direct negligence of the regents, officers, employees, or agents of BAYLOR, unless such regents, officers, employees, or agents of BAYLOR were acting at the instance and direction of the LESSEE.
- B. LESSEE agrees to and shall pay for any and all damage to the property of BAYLOR and/or loss or theft of such property committed or caused by LESSEE's officers, agents, employees, guests, patrons, or invitees.

XI. RISK OF LOSS

- A. LESSEE's personal property in the Event Space and upon its premises shall be at the risk of LESSEE only and BAYLOR shall not be liable for any damage thereto or theft thereof.

XII. INSURANCE

- A. LESSEE shall, at its sole expense, carry and maintain, for the mutual benefit of the LESSEE and BAYLOR, its Board of Regents, and its officers, agents and employees (BAYLOR), a policy or policies of comprehensive general liability insurance, including without limitation, public liability and property damage coverage against claims as follows:
- B. A limit of \$1,000,000 for bodily injury (including death), \$1,000,000 for personal injury and \$1,000,000 for property damage suffered by BAYLOR or any person or persons by reason of or in the course of the activities contemplated by this Agreement and coverage for premises, operations hereunder, and productions therein.

XIII. NOTICES

- A. Except as otherwise provided in this Agreement , any notice, or payment required by, or pursuant to, this Agreement shall be in writing and shall be sent to the following addresses:

If to BAYLOR:

If to LESSEE:

- B. Written notice or payment actually received by a party shall always be effective as of the time of receipt, if a business day, or otherwise on the next business day thereafter. Further, either party may change its address for notice by giving the other party written notice of the new address.

XIV. GOVERNING LAW AND VENUE

- A. This Agreement shall be governed by the laws of the State of Texas without giving force and effect to its choice of law provisions. Any legal action in connection with this Agreement shall be filed in McLennan County, Texas, to which jurisdiction and venue LESSEE expressly agrees.

XV. ASSIGNMENT AND SUBLEASE

- A. LESSEE shall not, directly or indirectly, in whole or in part, assign, sublease, pledge, encumber or transfer this Agreement.

XVI. ENTIRETY

- A. This Agreement constitutes the totality of the terms of agreement with regard to the rental, use and occupancy of the Event Space and may not be changed or amended in any way except by an agreement in writing signed by both parties. This Agreement shall

supersede and replace any and all prior agreements between the parties with respect to the subject matter of this Agreement.

XVII. WAIVER

- A. No waiver shall be deemed to be made by any party of any right under this Agreement unless the waiver is in writing signed by that party. Each waiver shall be a waiver only with respect to the specific instance involved.

XVIII. EFFECTIVE DATE

- A. The terms of this Agreement shall be binding when both parties have properly executed the Agreement in the spaces provided below.

IN WITNESS WHEREOF, the parties have duly signed this Agreement as indicated below.

BAYLOR UNIVERSITY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

LESSEE, _____:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachments:

Exhibit A: Floor Plan, if applicable

Exhibit B: Rental Fee, if applicable