



TEXAS SOUTHERN UNIVERSITY

TEXAS SOUTHERN UNIVERSITY
LICENSE AGREEMENT FOR USE OF UNIVERSITY FACILITIES

Made and entered into this \_\_\_ day of \_\_\_\_, 20\_\_.

BY AND BETWEEN

TEXAS SOUTHERN UNIVERSITY - an agency of the State of Texas, existing and operating pursuant to Texas Education Code Chapter 106, with its principal place of business located at 3100 Cleburne Street, Houston, TX 77004, hereinafter referred to as "UNIVERSITY,"

AND

\_\_\_\_\_, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, the UNIVERSITY owns certain facilities and equipment, and is willing to license their use; and

WHEREAS, LICENSEE has a need for such facilities as identified below, and/or some or all of such equipment as identified below, and desires to procure a license for the use thereof.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. The UNIVERSITY hereby grants to LICENSEE a license to use the UNIVERSITY's facility, more specifically the UNIVERSITY'S \_\_\_\_\_ (hereinafter referred to as "Licensed Property"), for a \_\_\_\_\_ event (hereinafter referred to as "Event").

2. The term of this license shall begin at approximately \_\_\_\_\_.m. on \_\_\_\_\_, 20\_\_, and expire at approximately \_\_\_\_\_.m. on \_\_\_\_\_, 20\_\_.

3. LICENSEE agrees to pay UNIVERSITY the sum of \$\_\_\_\_\_ by check payable to "Texas Southern University" for the use of the facility on or before \_\_\_\_\_, 20\_\_. This fee does not include fees for UNIVERSITY Department of Public Safety services for campus public safety. Expenses for campus public safety are



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estimated to be \$\_\_\_\_\_ and must be paid upfront and received by UNIVERSITY prior to Event. Fees paid are 100% refundable if LICENSEE cancels the event by written notice to UNIVERSITY no later than \_\_\_\_\_ days prior to the date of the scheduled Event. If the Event is cancelled within the \_\_\_\_\_ day period, University will refund \$ \_\_\_\_\_ to LICENSEE.

4. LICENSEE shall use the Licensed Property for the sole purpose of \_\_\_\_\_ and no other purpose. There shall be no service of alcohol by Licensee at any time during the term of this agreement and alcoholic beverages are strictly prohibited. Vehicles are not permitted on the grounds, other than the parking lot. Food usage must be in compliance with established food and beverage contracts and associated policies.

5. LICENSEE shall not use the Licensed Property, or permit it to be used, in a manner that results in waste or that constitutes a nuisance or for any illegal purpose. LICENSEE understands and agrees that the UNIVERSITY makes no representations or warranties with regard to the condition of any of the Licensed Property and LICENSEE agrees to accept all such property in "as is" condition. UNIVERSITY will provide a representative to work with LICENSEE and who will be present prior to and during the Event, if required. The right of LICENSEE to occupy and use the Licensed Property as noted above does not constitute and shall not be construed as an endorsement by UNIVERSITY of the Event or purposes thereto.

6. LICENSEE shall not make any alterations, additions, or improvements to the Licensed Property without the prior written consent of the UNIVERSITY. LICENSEE shall be responsible for and shall reimburse the UNIVERSITY for any and all losses or damages to UNIVERSITY property resulting from the LICENSEE's exercise of this license. LICENSEE shall return all Licensed Property to the UNIVERSITY in the same condition in which received, reasonable wear and tear excepted.

7. LICENSEE shall refrain from using in any of its advertising or promotional efforts, any pictures, logos or other representations of the UNIVERSITY without the UNIVERSITY's prior written authorization.

8. LICENSEE shall ensure that its use of the Licensed Property shall, in all events, conform to all applicable federal, state and local laws, ordinances and regulations. LICENSEE agrees to procure and maintain all necessary clearances, licenses and permits, at its own expense. Additionally, LICENSEE shall pay any and all taxes, assessments and other charges of whatever nature or kind that are assessed, levied, imposed or



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become a lien on the Licensed Property as a result of LICENSEE's use or occupancy of such property.

9. LICENSEE shall obtain and maintain in full force at all times during the term of this license insurance coverage naming the State of Texas and Texas Southern University as additional insured and loss payee on its policies. LICENSEE shall obtain and maintain insurance as follows: a) Comprehensive General Liability in the amount of \$1,000,000.00 per occurrence and of \$2,000,000.00 in the aggregate; b) Business Automobile Liability Insurance for all owned, non-owned and hired vehicle with a minimum combined limit of \$500,000.00. Insurance policies shall contain the following provisions. "It is a condition of this policy that the Company shall furnish written notice to Texas Southern University ten (10) days in advance of any reduction in, or cancellation of this policy." LICENSEE agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. Insurance shall be effective and evidence of acceptable insurance furnished to TSU prior to commencing any operations under this license.

10. In consideration for the grant of this license, LICENSEE agrees to indemnify, defend and hold harmless UNIVERSITY from and against any claim, damage, liability, injury, expense or loss including, but not limited to, reasonable attorneys' fees and costs, by reason of any suit, claim, demand, judgment or cause of action initiated by any person arising out of or in connection with this agreement, whether the same results from the negligence or willful misconduct, solely or jointly with LICENSEE, of the UNIVERSITY, or the UNIVERSITY's employees or otherwise, it being the intent of this provision to absolve and protect the UNIVERSITY from any and all loss, including loss due to its own negligence. LICENSEE specifically agrees to assume the risk of the above-stated losses, and this provision is specifically desired by the parties and has been bargained for. UNIVERSITY shall retain the right to be represented by counsel of its own choosing at LICENSEE's reasonable expense as set forth above.

11. UNIVERSITY assumes no responsibility whatsoever for any property placed in said facility by LICENSEE, its employees, its agents, its guests, its patrons, and its invitees. Any property left on Licensed Property by LICENSEE, its employees, its agents, its guests, its patrons, and its invitees shall, after a period of ten (10) days from the end of the License Term, be deemed abandoned and shall become the property of UNIVERSITY and be disposed of or utilized at UNIVERSITY'S sole discretion.

12. In the event that the License Property or any part thereof is damaged by fire or if for any reason, including any act of God, which in the judgment of



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UNIVERSITY renders the fulfillment of this agreement by UNIVERSITY impossible, LICENSEE hereby expressly releases, discharges, and will save harmless UNIVERSITY, its Board of Regents, its officers, its agents, and its employees from any and all demands, claims, actions and causes of action arising out of any of the cases aforesaid.

12. All watchmen or protective service desired by LICENSEE must be arranged for by special agreement with UNIVERSITY and LICENSEE is responsible for all costs.

13. If any material, composition or name to be used or performed under this agreement is copyrighted, LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. LICENSEE agrees to be fully responsible for any fees, royalties and licenses in connection therewith. Furthermore, LICENSEE shall indemnify and save UNIVERSITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this agreement.

14. This agreement shall be governed by the laws of the State of Texas.

15. The person signing below on behalf of TSU and LICENSEE warrants that he/she has the authority to execute this agreement according to its terms.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed by the proper officer on the day and year first written above.

TEXAS SOUTHERN UNIVERSITY:

LICENSEE:

Name / Title

Name/Title

Date:

Date: