

RICE UNIVERSITY DEPARTMENT OF HOUSING AND
DINING

FACILITIES USE &
SERVICES AGREEMENT

THE AGREEMENT

THIS FACILITIES USE AND SERVICES AGREEMENT, dated as of *Day, Date, Year* (this "Agreement"), is made and entered into by and between William Marsh Rice University, a Texas non-profit corporation ("Rice"), and Customer, ("Licensee"), with reference to the following:

- A. Licensee desires to use certain facilities on the Rice campus for conducting their Program; and
- B. Rice desires to grant Licensee the right to such use upon and subject to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived here from, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Rice and Licensee agree as follows:

1. License. Rice licenses to Licensee, and Licensee licenses from Rice, the right to use the facilities listed in **Schedule B** (the "Facilities") for the purpose of Licensee's Customer (the "Event") scheduled to be held on the dates listed in **Schedule A**. The specific times Licensee is to be provided access to use the Facilities for the Event is listed in **Schedule A**. Licensee shall coordinate with Rice's Department of Housing and Dining with respect to scheduling time at the Facilities.
 - 1.1. Permitted Use; 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 (whether paid or not), shall comply with all applicable federal, state and local statutes, rules, regulations, codes, ordinances and policies.
 - 1.2. No Alcoholic Beverages, Weapons or Other Dangerous Objects. Licensee shall ensure that (i) no alcoholic beverages are sold or distributed at the Event, and (ii) no weapons or other potentially dangerous objects of any kind are admitted to the Facilities.
 - 1.3. 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. Signage will be approved only on the following conditions: (i) signage must be displayed in a "real estate" type drop-in holder that is staked into the ground, (ii) signage must be tasteful, neat and without any vulgarity whatsoever, (iii) signage must be seen and approved by a Rice University Housing and Dining representative and (iv) absolutely no signage is allowed to be taped or nailed to any Rice University property. Use of the name "Rice University" or any similar term which identifies William

Marsh Rice University in any media promoting the Event shall always be preceded by the words “to be held at”. All publications must state, in ten (10) point type minimum print size, that the Event is not sponsored by William Marsh Rice University. Rice reserves the right to cancel the Event for failure to adhere to this guideline.

- 1.4. Independent Contractor Relationship; Licensee’s Employees. 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 or employment, between Rice and Licensee, and Licensee shall not imply any such relationship in any promotion, advertisement, solicitation or other communication in connection with the Event. Licensee’s employees shall be and remain solely Licensee’s employees while performing duties in connection with the Event, and Licensee shall (i) remain responsible and liable for all of their salaries, wages and benefits, (ii) retain the right to supervise, direct and control when, where and how they shall perform their duties, and (iii) assume full responsibility and liability for their acts and omissions, whether pursuant to this Agreement or otherwise. This Agreement and the activities and conduct of Rice and its faculty and staff hereunder, shall not be construed in any way as the exercise of supervision, direction or control over Licensee’s employees, and Rice shall not have any responsibility or liability whatsoever, direct or indirect, in connection with any of the activities or conduct of Licensee or its employees, whether pursuant to this Agreement or otherwise, even if Rice or its faculty or staff participate in such activities or conduct.

2. General Provisions.

- 2.1. Advance Publicity. The Licensee agrees to submit all program and rate information to the Department of Housing and Dining for approval PRIOR to printing. If approval is not given by Rice and if the publicity does not meet the criteria set forth in Section 1.3 the Licensee will be required to reprint the information to meet these guidelines.
- 2.2. Accessibility. The Licensee shall notify Rice thirty (30) days prior to the Event of any special or required accommodations for event attendees. Request received less than thirty (30) days in advance may not be able to be met. The Licensee will be responsible for reimbursing Rice upon demand for any additional cost due to such request.
- 2.3. Leadership and/or Supervision. The Licensee shall provide adequate supervision of all participants in the Event, in accordance with all Rice policies, procedures, and rules to Rice’s satisfaction during the entire Event. Rice requires one (1) adult, eighteen (18) years of age or older, for every ten (10) attendee under the age of eighteen (18).
- 2.4. Appropriate Behavior. The Licensee is responsible for the conduct of all participants in the Event and for maintaining the Facilities in such a manner so as not to create a hazard or nuisance or to otherwise infringe upon the rights,

health, safety or security of others or their property. The Licensee is also responsible for fully complying with all applicable laws, Rice policies and procedures, and rules and regulations in effect during the Event.

- 2.5. Smoking. Smoking is not permitted at any time in any of the Facilities.
- 2.6. Liability. Rice is not liable for any lost, stolen, or damaged property kept or left in or around any of the Facilities.
- 2.7. Prohibited Items. No pets of any kind are permitted at any time in the Facilities. Certified assistance animals are the only exceptions. Waterbeds, space heaters, refrigerators over 6 cu. ft., and cooking appliances of any kind are not permitted in the Facilities. The Licensee is not permitted to make material alterations/improvements of any kind to the Facilities. This includes, but is not limited to, painting, paneling, construction, and changes to campus utility services.
- 2.8. Parking. Parking arrangements are to be made through the Rice Campus Police at (713) 348-4591. The Licensee's and Licensee's Guests' vehicles parked on campus must comply with Rice's parking regulations and are subject to any parking fees assessed. .
- 2.9. Food Service. Licensee shall not permit any third parties to sell or distribute food and beverages during the Event. Licensee agrees that food and beverage service during the Event shall be provided as set forth in Schedule C.
- 2.10. Sponsor. The Licensee is required to have a Rice sponsor for the Event. A valid sponsor shall be an employee of Rice who will personally ensure the Licensee's compliance with all provisions of this Agreement. In the event the Licensee fails to comply with this Agreement, the sponsor shall be jointly and severably liable, financial and otherwise, for the Event.
- 2.11. Guarantee. The Licensee shall provide the minimum number of beds and meals Rice will make available for the Event each day during the Event. The Licensee may decrease the guaranteed number in writing by twenty percent (20%) of the original estimate in Schedule B on or before thirty (30) days before the Event. The Licensee may increase the guaranteed amount at anytime, provided space is available. Thirty (30) days before the Event, the Licensee will provide the Department of Housing and Dining, in writing, with a final housing and meal guarantee number. The final guarantee must be at least eighty percent (80%) of the original estimate given set forth in Schedule B. For each person less than the eighty percent 80%, a liquidated damage charge of ten dollars \$ 10 per person per day will be charged, which is the amount of damage sustained by Rice due to the reduction in attendance. Rice will bill based on the final guarantee or actual, whichever is higher.
- 2.12. Cancellation. The Licensee may cancel on or before ninety 90 days before the first check in date of the Event. Cancellation of the Event thereafter will result in the surrender of the booking deposit set forth in Section 3.1.

3. Fees.
 - 3.1. Deposit. A booking deposit amounting to ten dollars (\$ 10) per person based on the guaranteed number of participants is required. This deposit is due and payable at the time of execution of this agreement. The deposit will be applied toward the final bill. A refund will not be made if the guarantee number is decreased; if the guarantee number is increased the Licensee must increase its deposit accordingly.
 - 3.2. Payment.
 - 3.2.1. Prepayment. A prepayment of seventy-five percent (75%) of the estimated housing, food, and additional services cost of the Event will be required thirty (30) days prior to this first check in date of the Event.
 - 3.2.2. Final Payment. Final payment of the balance is due ten (10) days after date of Rice's invoice.
 - 3.2.3. Late Fee. Any overdue payments will bear interest at a rate equal to the lesser of twelve percent (12%) per annum or the highest rate allowed by law.
 - 3.2.4. Collection Fees. Any fees incurred by Rice in connection with the collection of Event expenses must be paid by the Licensee.
 - 3.3. Expenses. Licensee shall be solely responsible and liable for all costs and expenses necessary and incidental to the Event or the performance of Licensee's obligations under this Agreement, including, but not limited to, utility services and consumption. Such reimbursement shall be payable, without any offset or deduction, at such time as may be mutually agreed upon by Rice and Licensee, but no later than ten (10) days after the date of Rice's invoice therefore.
4. Taxes. Licensee shall be solely liable and responsible for all federal, state and local taxes and fees arising in any way in connection with the use of the Facilities or the Event. Licensee shall pay in full, prior to delinquency, any such taxes and fees, and such payment shall not be credited against any other amount payable by Licensee to Rice hereunder. In addition, Licensee shall be solely responsible and liable for punctually filing any and all documentation relating thereto and shall comply with all applicable statutes, rules, regulations and policies regarding the payment thereof.
5. Indemnification; Insurance.
 - 5.1. Indemnification. Licensee shall indemnify, hold harmless, protect and defend Rice, and its trustees, officers, employees, representatives, agents and affiliates (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"), of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection

with the use of the Facilities or the Event. Licensee's indemnification obligations under this Section 5.1 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 Rice for Rice's sole negligence. Licensee's defense obligations under this Section 5.1 shall be with attorneys approved by Rice. Notwithstanding anything in this Agreement to the contrary, Rice undertakes no obligation whatsoever for the safety or security of any person, including, but not limited to, Licensee, or any of the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not).

5.2. Insurance. Licensee shall obtain and maintain, at Licensee's sole cost and expense, insurance coverage for Licensee's use of the Facilities for the Event with such insurers, terms and other provisions as shall be mutually agreed upon by Licensee and Rice. At a minimum Licensee shall carry the following limits of coverage:

- 5.2.1. Workers Comp/Employers Liability \$1,000,000 each accident
- 5.2.2. Commercial General Liability \$2,000,000 per occurrence
- 5.2.3. Automobile Liability \$1,000,000 combined single limit.

5.2.4. The Commercial General Liability and Automobile Liability policy shall name Rice as an additional insured and bear endorsements waiving all rights of subrogation against Rice. Licensee shall coordinate insurance matters with Rice's Risk Manager and shall provide Rice's Risk Manager with certificates of insurance prior to the first Event date. The insurance requirements imposed by this Section 5.2, or Rice's approval or assistance in connection therewith, shall not in any way negate or otherwise limit Licensee's indemnification obligations set forth in Section 5.1 above.

6. Condition of Facilities.

6.1. 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 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 the 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, representations and warranties as to merchantability and fitness for use for any particular purpose, and shall be used by Licensee for the Event at Licensee's own risk.

6.2. Preservation. Licensee, and the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not), shall not (i) cause or allow to be caused anything whereby the Facilities are damaged, marred or defaced, (ii) drive or allow to be

driven any stakes, spikes, nails, screws or hooks in any part of the Facilities, or (iii) make or allow to be made any alteration of any kind to the Facilities.

- 6.3. Damage. Licensee shall return the Facilities to Rice after the Event in the same condition as when received, and shall reimburse Rice upon demand 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 Licensee, or the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not), including, but not limited to, the repair or replacement of any damaged playing surfaces, furniture, recreational equipment, landscape, or interior finishes.
- 6.4. Maintenance, Renovation, Right of Entry. The Facilities are subject to entry at any time by Rice personnel on official business. Such access will generally be for purposes of removing trash, cleaning the bathrooms, conducting maintenance and repairs, and ensuring compliance with the provisions of this Agreement. Requests for maintenance and repairs should be submitted promptly to the Housing and Dining Department to expedite service and prevent further damage. When possible, efforts will be made to accommodate the Event schedule when entering the Facilities; however, Rice reserves the right to conduct maintenance and repairs at any time.
- 6.5. Interruption of Utility Services. Rice agrees to use reasonable care in furnishing utilities including heating, air conditioning, water, gas, electricity, sewer and garbage services; however, Rice shall not be responsible for the failure to furnish utilities in an emergency situation. The obligations of the Licensee under this Agreement shall not be affected by the failure of Rice to provided utilities, nor shall any claim accrue by reason thereof.
- 6.6. Destruction, Condemnation or Taking. In the event that the Facilities are wholly or partially destroyed, condemned or taken for public use, and either party reasonably believes that the Event should not be held, then such party may elect to terminate this Agreement by written notice to the other party. In the event of any such termination, neither party shall have any liability to the other party, 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 Licensee.

7. Miscellaneous.

- 7.1. Power and Authority; Due Authorization; No Conflict; Enforceability. Each party represents and warrants to the other party that (i) such party 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 such party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

- 7.2. Entire Agreement; Severability; Further Assurances. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter hereof. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect 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. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.
- 7.3. 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 or default under 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.
- 7.4. Survival; Remedies Cumulative. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 5.1 above 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. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any other rights and remedies available at law and in equity.
- 7.5. Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed 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 the County of Harris, State of 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 attorneys' fees and costs as may be incurred in connection therewith in addition to any such other relief as may be granted.
- 7.6. Headings; Counterparts. The section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or 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 _____

SPONSOR

By _____

Printed Name _____

Title _____

SCHEDULE A

EVENT DATES

As per agreement

SCHEDULE B

HOUSING SERVICES

MINIMUM DURATION

As per agreement.

GUARANTEED MINIMUM

As per agreement.

ROOM RATE

As per agreement.

ROOM OCCUPANCY

Room occupancy is based on the rated capacity of the room and college.

ROOM FURNISHINGS

Each guest is provided with a bed, mattress, chest, closet or wardrobe, desk, desk chair, and bookcase. Rice DOES NOT PROVIDE Internet access, telephone instrument or service, cable television, televisions, recreational equipment, or laundry facilities for the use of the Licensee except as provided in Schedule E.

LOST KEYS

Keys not returned by the check out date and time will be considered lost and subject to a relocking fee which is \$ 50/core (\$50 to \$150 total depending on location). Keys lost at any time during the Event must be reported immediately to the Department of Housing and Dining so that the room may be relocked as soon as possible. Charges due to lost keys will be billed to the Licensee.

HOUSEKEEPING SERVICES

Housekeeping service in suites (rooms with attached baths) includes trash removal on weekdays and weekly cleaning of the bathroom.

Housekeeping service of rooms with floor bathrooms consists of removal of trash on weekdays and daily cleaning of the bathroom. Trash containers must be placed in the hall in order for trash to be removed.

Hallways, stairwells, and other public areas are cleaned on a weekdays. Cleaning required due to excessive wear and tear, rainy weather, muddy athletic fields, etc. is considered extra service and will be billed at \$12.00 per person hour during business hours and \$18.00 per person hour after hours.

HOUSING LISTS

No later than four (4) weeks prior to the start of the Event, the Licensee will submit to the Department of Housing and Dining a housing list, indicating name, gender and roommate preference of participants. The Licensee is responsible for indicating on the housing list any required or special accommodations of the participants.

SCHEDULE C

DINING SERVICES

GUARANTEED MINIMUM

The Licensee agrees to guarantee meal service for “*As per agreement*” for this Event. The Licensee further agrees to pay for meal service for the guaranteed minimum or the actual attendance, whichever is higher, during the Event

MEAL CHANGES

Rice reserves the right to change the dining hall designated as deemed necessary, based on the number of attendees of the Event and other events held on campus. Two days notice is required if a dining hall meal is to be substituted by sack lunch/dinner or barbecue. Food may not be removed from the dining hall at any time.

RATE SCHEDULE

Meals served during the course of the Event are priced according to the following rate schedule.

MEAL	MEALS	PRICE
Breakfast	<i>As per agreement</i>	\$ 5.85
Lunch	<i>As per agreement</i>	\$ 7.00
Dinner	<i>As per agreement</i>	\$ 8.20

The stated rates are predicated on a certain stability of commodity prices. Should there be unforeseen increases in costs and/or taxes, Rice reserves the right to increase rates by notification in writing ninety (90) days prior to the start of the Event. Such action will be taken only if absolutely necessary in the judgment of the university.

Banquet meals, if applicable, will be arranged according to a separate catering agreement.

SCHEDULE E

PRICING SUMMARY

ITEM	QUANTITY	RATE	DURATION	TOTAL
Housing	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>
Breakfast	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>
Lunch	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>
Dinner	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>	<i>As per agreement</i>
Dining Subtotal				<i>As per agreement</i>
TOTAL				<i>As per agreement</i>
DEPOSIT	<i>As per agreement</i>	<i>As per agreement</i>		<i>As per agreement</i>
PREPAY AMOUNT		75 %		<i>As per agreement</i>

BASED ON GUARANTEED OCCUPANCY. ACTUAL CHARGES WILL BE EQUAL TO THE GUARANTEE OR ON ACTUAL ATTENDANCE, WHICHEVER IS GREATER.