



# Facility Use Agreement

This facilities and service agreement is made and entered into between Trinity Valley Community College, hereinafter called “College,” and \_\_\_\_\_ hereinafter called “Purchaser.”

The College agrees to provide Purchaser a license to use the facilities and services as listed in this contract and the Purchaser agrees to compensate the College for these facilities and services in accordance with the terms and conditions of the agreement.

## I. Facility Agreement

The following sets forth the facility arrangements for Purchaser. The College reserves the right to change facility reservations at any time if dictated by needed repairs, space availability, pandemic, and/or natural disaster.

## II. Supervision

Adult supervision is required for any minor, or for any youth or high school group. The Purchaser’s appointed supervisors will serve to maintain discipline and address noise problems or other destructive or otherwise inappropriate behavior by participants. The Purchaser’s appointed supervisors will also be responsible for coordinating responses for emergencies, illness or injury. The ratio of supervisors to youth must be approved by College in advance based of the activity. Purchaser must be at least twenty-five (25) years old if supervision of minors is required by this Agreement.

## III. Security

Security Officers must be present at all events in which the number of participants is 100 or more persons. College may require Purchaser to have security officers present in other instances in its sole discretion. The number of security officers required is solely within College’s discretion. Security will be provided at the expense of the Purchaser. Purchaser must use College’s police department as security.

## IV. Alcohol Use

Alcohol use is prohibited. Purchaser will be removed from campus for any violation of this rule.

## V. Food

If food and drink are desired for an event in the facility, then the **College’s dining services provider must be given the right of first refusal** to provide same. The College’s dining services provider may refuse to

provide same in its sole discretion. The Purchaser must not bring food and drink to a facility without prior written approval from the College, which can be withheld in College's discretion.

## **VI. Fees, Billing and Cancellation**

The following sets forth specifics of pricing, billing and cancellation under this agreement:

### **A. Deposit**

A deposit of half of the total payment \$ \_\_\_\_\_ will be required before any College facility will be reserved for activities. The deposit will be applied toward the total balance. This deposit may also be applied by the College to pay any cancellation fees or costs of repairs as set forth herein.

### **B. Fees**

The amount of \$ \_\_\_\_\_ will be charged for the following facility/rooms for the following times/days:

Facility:

Date/Time:

The College will provide the following services at the rates indicated in the Facilities Rental Policy, as amended:

The College will provide the following equipment at the rates indicated:

Designated Event Organizer (designated by Purchaser):

### **C. Billing**

Payment must be made in full at least seven (7) days prior to the event. If additional fees or cost of repairs/damages are charged to Purchaser, after the completion of the event, the College will provide the Purchaser with a bill listing all additional charges and credits for the Facility use. This bill is due and payable in full within seven (7) days of the date of same invoice. By signing below, Purchaser agrees to timely pay bill.

#### D. Cancellation

Cancellation will be deemed to occur when the College's designated contact receives the written notice of cancellation. **Cancellations must be made at least 72 hours prior to the scheduled event.** Purchaser's failure to timely cancel will result in a full charge for the use of the facility. A cancellation fee of **\$100.00** per facility will be assessed to the Purchaser to pay for the expense of event preparation.

### VII. Rules and Regulations

The Purchaser agrees to abide by all College rules and regulations, policies, guidelines and all local, state and federal laws. The College reserves the right to terminate this Agreement, revoke the license hereunder, and remove individual event participants and/or the group itself when violations of Trinity Valley Community College rules and regulations, policies or guidelines, applicable laws, or a breach of this Agreement occur.

### VIII. Insurance

A. Purchaser will carry at least the following insurance in the form and in amounts set forth herein, unless waived in writing by College:

Commercial General Liability Insurance with limits of not less than:	
Each Occurrence Limit	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
General Aggregate	\$ 2,000,000

Policy will include the liability assumed under the indemnification provision of this contract, fully insuring Purchaser's liability for bodily injury (including death) and property damage, and an endorsement to include College as an additional insured.

B. Purchaser will deliver to College:

1. Evidence satisfactory to College in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the commencement of the License Period. Purchaser's failure to do so will be a material breach of this Agreement and will be grounds for termination of this Agreement.

2. The insurance policies required in this Agreement will be kept in force until the ending date of License Period.

C. College may, in its sole discretion, waive the insurance requirements herein.

### IX. Indemnity

TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COLLEGE, AND HOLD HARMLESS COLLEGE, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY

NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF ANYONE EMPLOYED BY, IS THE AGENT OF, OR ANY INVITEE OF PURCHASER THAT ARISES OUT OF OR IN ANY WAY RELATES TO THE USE OR RENTAL OF FACILITIES, EVENT, WORK OR SERVICES, AS DEFINED HEREIN. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **X. License Period**

### **A. Grant of License; Description of Facility:**

College hereby grants to Purchaser and Purchaser hereby accepts from College a restricted and revocable license to occupy and use, subject to all the terms and conditions hereof, the following described areas of the College campus known as "(College Facility Name)" (hereinafter the "Facilities"):

### **B. Limitation to Described Purpose(s) or Event(s):**

The Facilities shall be occupied and used by Purchaser solely for the following described purpose(s) or event(s) hereinafter called the "event(s)":

### **C. Period:**

The Facilities shall be occupied and used by Purchaser solely for the following described periods:

License period begins:

License period ends:

## **XI. Assignment**

Purchaser may not assign this Agreement.

## **XII. Conduct**

Purchaser is responsible for the orderly conduct of all its employees, agents and/or invitees. College reserves the right to cause any person to be removed from the premises of the College whose conduct is unlawful or in violation of College policies.

## **XIII. Release and Waiver of Claims**

By signing below, Purchaser agrees that College is not liable for any personal injury, damages, loss, or

theft whatsoever to any person or personal property related to Purchaser's or its agents, employees or invitees' use of College's facilities, buildings, grounds or otherwise.

#### XIV. MISCELLANEOUS

Abandoned Property: Any property left at Facility by Purchaser, its agents, its guests, its patrons, and its invitees shall, after a period of ten (10) days from the term, be deemed abandoned and shall become the property of the College to be disposed of or utilized at the College's sole discretion.

Repairs: Purchaser shall be liable for all damages to buildings, grounds, gardens, fields, and equipment incident to Purchaser's use of Facility.

Governing Law and Venue: This Agreement shall be governed by and construed under the laws of the State of Texas, and Henderson County, Texas, shall be the forum for any lawsuit arising out of the Agreement.

Time Limit: This agreement is not binding until countersigned by the College. The College will honor its terms, the rates for charges and the availability of facilities and services for 14 days from the date of its mailing of this agreement until it is signed and returned by the Purchaser. After that, it will be subject to change and availability, and will be voidable by the College.

Policies: The undersigned warrants and represents that he/she has read and understands College's policies regarding use of College facilities and agrees to abide by same at all times.

We the undersigned do hereby enter into this Facilities and Services Agreement, as witnessed by our signatures below.

TRINITY VALLEY COMMUNITY COLLEGE

PURCHASER

\_\_\_\_\_  
*Signature*  
*On behalf of Trinity Valley Community College*

\_\_\_\_\_  
*Signature*

Printed Name

Printed Name

Date

Date