

USE AGREEMENT

USE OF BLINN COLLEGE FACILITIES

This Use Agreement (“Agreement”) for the Blinn College facility/facilities described below is by and between Blinn College (“College”) and _____ (“Licensee”) with an effective date of _____ (“Effective Date”) under the following terms and conditions:

ARTICLE I: Right to Use Premises

1.1 Right to Use the Premises. For and in consideration of the rents, covenants and promises herein, the College agrees to permit the Licensee to use the facility/facilities listed below (“Facility”) and that portion of the Facility as designated listed below (such portion of the Facility referred to herein as the “Premises”):

Facility: _____

Premises: _____

1.2 Nature of Rights Granted. This Agreement is for the use of the Premises only, is not a lease and does not create a leasehold interest, tenancy, or any other type of property interest in favor of the Licensee. This Agreement is a non-exclusive agreement in that the College reserves the right to enter similar agreements with other persons to rent the Facility before, during, and after the Licensee’s use. The granting of the use of the Facility and Premises by the College shall not be deemed to have created a public forum.

1.3 Priorities of Use; Control of the Premises.

1.3.1 The College’s use of the Facility and/or Premises would take priority in accordance with College Board Policy GF [LOCAL]. Notwithstanding the foregoing, the College will use its best efforts to make the Facility available during the Usage Dates and Usage Time (as hereinafter defined).

1.3.2 In permitting use of the Facility and Premises by Licensee, the College does not relinquish the right to control the management of the Facility and intends to enforce all necessary and proper rules for the management and operation of the Facility and Premises. A College administrator or designee (“Manager”) shall retain possession of the keys to the Facility. The Manager or other College employee will lock and unlock all entrances and exits of the Facilities and Premises during the Usage Time. College employees are not responsible for performing any personal services in conjunction with any activity or event of the Licensee.

- 1.4 College's Right to Enter Premises. Designated College personnel, police officers, firefighters, and other College agents and employees shall have the right of access to the Premises to the extent deemed necessary by the College at any time (a) for the performance of its obligations under this Agreement and for any and all purposes related thereto; (b) to investigate any suspected violations of the terms and conditions of this Agreement, Board policy, administrative regulations, or applicable law; or (c) otherwise in connection with the ownership of the College property. The Licensee shall not interfere with the College's right of access to the Facility or the Premises.
- 1.5 Security. At its cost and in its sole discretion, the College may elect to hire a uniformed or non-uniformed security officer, security service, police officer, or patrolman to monitor the Facility and Premises at any time. In the event that the College elects to provide security personnel or in the event that the event is such that requires uniformed police officers, the College's costs for security will be included in the Usage Fee, as hereinafter defined, to be paid by the Licensee. Notwithstanding the foregoing, the College, in its sole discretion, may or may not elect to provide security and in either event, shall not be liable to the Licensee or to any third party for the failure to provide security or the acts or omissions of any person. The security officer or service, and the presence of such security officer or security service shall not operate to abrogate any immunity from liability to which the College is entitled.

ARTICLE II: Use of the Premises by Licensee

- 2.1 Permitted Use of Premises. The Licensee is permitted to use the Premises during the dates and times ("Usage Time") set forth in this Agreement for the following purpose only: _____
The College reserves the right to inspect the Premises to ensure compliance with this paragraph.
- 2.2 Prohibited Uses. The Licensee shall not use, occupy, or permit any guest, invitee, or other person or entity to:
- 2.2.1 To use the Premises or any portion of the Facility or the College's property for any unlawful or hazardous purpose or any act constituting a public or private nuisance; or do or engage in any act or thing that may disturb the quiet enjoyment of any other person at or near the vicinity of the College's property, the Facility, or the Premises;
 - 2.2.2 Keep any substance or carry on any operation that might emit significantly offensive odors into other portions of the Premises, the Facility, or the College's property or do anything that likely would increase the insurance rate of the Premises or the Facility or its contents;
 - 2.2.3 Commit any violation of applicable present and future laws, ordinances, orders, rules and regulations regarding the use of the Premises and the Facility;

- 2.2.4 Bring onto the College's property or into the Facility or Premises any fireworks, weapons, firearms, illegal knives, explosives, ammunition, any illegal drugs, or any controlled substance, except as such controlled substance is prescribed by a physician;
- 2.2.5 Bring into the Premises or Facility or onto the College's property any other item that is designed to cause or likely to cause harm or injury to a person;
- 2.2.6 Bring into the Premises or the Facility or onto the College's property any pets or animals unless the animal is a service animal as defined by law or unless Licensee has obtained the express written consent of the College or the Manager;
- 2.2.7 Place any additional locks on doors at the Facility or the Premises;
- 2.2.8 Use the Premises for any illegal, indecent, or obscene purpose; and/or
- 2.2.9 Do anything that is prohibited by or fail to do anything that is required by Applicable Law (as hereinafter defined).
- 2.3 Distribution of Materials. All distribution of non-College materials as part of the Licensee's usage of the Facility and Premises shall comply with College Board policies. No materials distributed during such usage may be of a nature that is disruptive to College operations or otherwise violate Board policy or other Applicable Laws. The Manager shall have the right to demand of Licensee to immediately cease such distribution of the materials do not comply with this Section 2.3.
- 2.4 Compliance with all Applicable Law. Licensee shall and shall cause Licensee's employees, contractors, agents, representatives, guests, and invitees to obey all laws, ordinances, regulations, and interpreting authorities of the United States, the State of Texas, and the local authorities; all College Board policies; all rules and regulations of the College for the government and management of the Facility; and all rules and requirements of the local police and fire departments. College Board Policy may be found on line at <http://pol.tasb.org/Home/Index/1204>. The College reserves the right to establish rules and regulations for use of its property including the Facility and revise such rules and regulations from time to time. The College will provide a copy of any rules and regulations to which Licensee must comply. Collectively, applicable federal and state laws, local ordinances, governmental regulations, College Board Policy, and College administrative regulations, and Facility rules and regulations shall be referred to herein as "Applicable Law" or "Applicable Laws." If the College notifies Licensee that it has violated any Applicable Law, Licensee will immediately desist from and correct such violations.
- 2.5 Seating and/or Room Capacity. If applicable to the particular Facility and/or Premises and usage, in no event shall attendance to a meeting, dinner, concert, exhibition, or other

event held by Licensee be in excess of the designated area capacity as determined by applicable fire and building codes and College regulations.

2.6 Aisles and Access Areas. If applicable to the particular Facility and/or Premises and usage, Licensee will permit no chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passage ways of the Facility or Premises, and will keep all such areas clear at all times. No portion of any sidewalks, entries, passage, vestibules, halls, or ways of access to public utilities of the Facility shall be obstructed by Licensee or used for any purpose other than for ingress and egress to and from the Premises. The doors, stairways or openings that reflect or admit light into any place in the Facility, including hallways, corridors and passageways shall not be obstructed by Licensee without prior written approval of the Manager.

2.7 Licensee Personnel and Contractors.

2.7.1 Licensee shall employ sufficient personnel, contractors, and/or volunteers for its intended and approved use of the Premises. Licensee agrees that, if applicable, each person employed by or contracted by the Licensee to provide services at the Facility and Premises will hold all required licenses and certificates; will at all times maintain a neat, clean appearance; and conduct himself/herself in a polite and professional manner. Immediately, upon notice by the Manager, Licensee agrees to remove any employee, contractor, or volunteer who fails to abide by or conform with the requirements set forth herein.

2.7.2 Additionally, the College reserves the right through its Manager or other representatives to eject from the Facility, the Premises, or the College property any person or persons who act in violation of the terms of this Agreement or Applicable Law and upon the exercise of this authority, the Licensee waives its right and claim for relief and/or damages against the College or any of its regents, officers, employees, or agents.

2.7.3 The Licensee shall be solely responsible for paying all salaries and payments (“Salaries”) to Licensee’s employees. Likewise, Licensee shall be solely responsible for all payments owed (“Contract Payments”) to its contractors and any third parties providing services to or on behalf of the Licensee (collectively “Contractors”). THE COLLEGE SHALL HAVE NO LIABILITY FOR SUCH SALARIES OR CONTRACT PAYMENTS. THE LICENSEE AGREES TO PAY ALL SALARIES, TAXES, AND CONTRACT PAYMENTS OWED AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COLLEGE INDEMNITEES HARMLESS AGAINST ANY CLAIM ASSERTED AGAINST OR COST ASSESSED OR INCURRED BY THE COLLEGE INDEMNITEES IN DEFENDING A CLAIM MADE AGAINST THE COLLEGE FOR THE SALARIES, TAXES, CONTRACT PAYMENTS, OR ANY OTHER COSTS OF OR RELATED TO THE LICENSEE’S PERSONNEL AND CONTRACTORS.

2.8 Minors. When persons under 18 years of age are to be present during the intended use of the Premises, Licensee shall ensure that sufficient adult supervision is present at all times in the Premises to supervise and protect the minors.

2.9 Licensee's Property and Equipment.

2.9.1 All equipment, materials, and/or supplies needed for setups ("Licensee Equipment"); platforms, stagings or other temporary structures ("Stagings") to be erected by Licensee or Licensee's Contractors and approved in writing in advance by the College; and/or any decorations, displays, signage, and exhibits ("Decorations and Exhibits") to be used by the Licensee shall be provided by the Licensee at its sole cost. The Licensee shall be solely responsible for setting up and taking down Licensee Equipment, Stagings, and Decorations and Exhibits used within the Premises for its event. Only free-standing Decorations and Exhibits are permitted in the Premises. Decorations and Exhibits and Licensee's Equipment may not be hung from the ceiling or attached to walls. Nails, tacks, tape or other affixing devices are prohibited from use. Confetti, glitter, hay, sawdust, rose petals, fireworks, and sparklers are not allowed at the Facility or in the Premises.

2.9.2 By the end of the Usage Time, the Licensee shall remove any Licensee Equipment, Stagings, Decorations and Exhibits, and any other goods, items, and materials of every nature and character and regardless of ownership that Licensee brought into the Premises (collectively referred to as "Licensee Property"). All responsibility and liability for removal of Licensee Property and costs of removal shall be paid by Licensee. In the event that the Licensee fails to vacate the Premises and remove Licensee Property by the end of the Usage Time, Licensee expressly authorizes the College to remove the Licensee Property and to store the Licensee Property at the sole expense of Licensee. The College shall have no liability for damage to or loss of any Licensee Property or for the storage of Licensee Property either before or after the Usage Time and the Licensee expressly releases the College from any and all claims for damages of whatever kind or nature to the Licensee Property.

2.10 Alterations of the Premises. Licensee shall make no alterations to the Facility or Premises.

2.11 Damages to the Facility or Premises.

2.11.1 Licensee shall be liable for any damage caused to the Facility, the Premises, or the College's property by virtue of Licensee's use of the Premises regardless of whether such damage was caused by any act or omission of Licensee or Licensee's employees, contractors, agents, representatives, guests, or invitees or any person who enters the Facility or Premises as a result of Licensee's event or use of the Premises; and Licensee shall be liable for and shall pay the College for

all costs of repairing any such damage that may occur to the Premises, its fixtures, furniture, furnishing, or College equipment contained therein and for restoration of the Premises to the same condition as existed prior to Licensee's use of the Premises. The Manager shall determine whether any damage has occurred to the Facility, the Premises, or the College's property by virtue of Licensee's use of the Premises; the extent of the damage; and the cost of repair and restoration of such damages.

2.11.2 In the event that Licensee fails to pay upon demand any costs for repairing damages and restoring the Facility, the Premises, or the College's property, the College shall have the right to retain any and all of the Deposit to pay for such damage and pursue any other rights and remedies available in equity or at law.

2.11.3 The rights and obligations of this Section 2.11 survive termination or expiration of this Agreement.

2.12 Should Licensee release all or any portion of the Premises prior to the commencement of the Usage Time, Licensee will forfeit the Deposit (as hereinafter defined) and any payment made on the Premises. Licensee understands and agrees that College is under no duty or obligation to refund the Deposit or re-rent the Premises for the account of Licensee.

ARTICLE III: Payments by Licensee

3.0 Usage Fee and Payment. In addition to the other covenants, promises, and conditions agreed to or to be performed by the Licensee as set forth in this Agreement, the Licensee shall pay the College as follows:

3.1.1 Upon execution of this Agreement, a deposit in the amount of _____ ("Deposit"), which shall be refundable only in accordance with this Agreement.

3.1.2 Seventy-two (72) hours in advance of the Usage Time, without demand or offset, the sums for use of the Premises at designated times as more particularly described Addendum I or as listed below ("Usage Fee").

3.1.3 Any and all sums due to the College for additional services, accommodations, equipment, or materials as may be requested by Licensee (referred to as "Additional Services") as set forth in Addendum II ("Additional Services Fee").

3.2 Deposit. If at the end of the Usage Time, Licensee has (a) fully paid all Usage Fees; late charges, if any; costs for Additional Services; (b) satisfactorily returned the Premises to its pre-usage condition; (c) has paid for any and all damages and restoration of the Facility, the Premises, and the College's property, if required as set forth in this Agreement; and (d) has met all other obligations and requirements of Licensee under this Agreement, the College shall refund to Licensee any remaining portions of the Deposit not used to satisfy Licensee's obligations hereunder or as otherwise permitted under this

Agreement within two weeks after the College has determined that the items (a) through (d) of this Section 3.2 have been satisfied.

- 3.3 Late Charges. The Licensee agrees to pay to the College as late charges an amount equal to \$25 per day of any Usage Fee payment(s) or any portion thereof that is not received by the College on the dates required under this Agreement. If any portion of any Usage Fee payment or late charge is not paid as required or by the dates due, the amount of Usage Fee due shall be calculated by the College first crediting the amount paid by the Licensee against any late charges due with the remainder of the amounts so paid being credited toward any Usage Fee(s) then due and owing. If after making such credits, additional amounts are due by the Licensee for either Usage Fees or late charges not paid, late charges shall continue to accrue until such time as the Licensee pays all outstanding Usage Fees and late charges.
- 3.4 Other Costs. The College reserves the right to charge and the Licensee agrees to pay any additional charges that may accrue due to the Licensee's usage of the Premises, including, without limitation, the Licensee's failure to perform its obligations under this Agreement including, but not limited to, the failure to leave the Premises in a clean condition after usage; damage to the College's property, equipment, or grounds; and the costs associated with checks returned for insufficient funds. The College also may assess charges for Additional Services (as defined and described in Article IV).
- 3.5 Survival. The right to payment and collection and the obligations to pay any amounts due but not paid under this Article III shall survive expiration or earlier termination of this Agreement.

ARTICLE IV: Additional Services

- 4.1 Definition. Additional services are those services to be provided by the College other than those set forth in Article I or expressly stated elsewhere in this Agreement including, without limitation, costs for services performed by College employees; College personnel that the College, in its sole discretion, determines should be on-site during the Licensee's usage of the Premises; materials and equipment provided for use, miscellaneous pricing items, special set-ups, special labor requests, special utility services outside normal business hours, and similar items ("Additional Services").
- 4.2 Performance of Additional Services. Any Additional Services not requested prior to the Usage Time and not included in this Agreement, including any Addendum, will be provided by the College if possible and for the cost quoted and invoiced to Licensee by the College for such Additional Services. Technology Support Packages will be required with the use of any College technology or audiovisual item(s) (projector, screen, computer, DVD/CD player, microphone) and will be considered an Additional Service. Trade shows or events with multiple vendors shall be treated as an Additional Service and will be assessed additional charges for set-up, break-down, lobby usage, or percentage of revenue generated.

4.3 Licensee shall pay on demand and without offset for all Additional Services.

Article V: Insurance

- 5.1 **Insurance Coverage.** At all times during the Term of this Agreement, the Licensee shall obtain and keep in force, at its sole cost and expense, (i) a comprehensive general liability insurance policy with a single limit of at least \$_____, including coverage for bodily injury or death, property damage, and personal injury liability and for the performance by the Licensee of the indemnity provisions of this Agreement; and (ii) an all-risk property insurance policy covering the Facility, the Premises, and the College's property in accordance with the terms of this Agreement for the full replacement cost of all College property.
- 5.2 **No Limitation.** The limits of the Licensee's liability insurance shall not limit the liability of the Licensee under this Agreement.
- 5.3 **Delivery of Certificate and Endorsements.** Prior to the Licensee's use of the Premises and before the insurance policies required to be maintained under this Agreement shall expire, the Licensee shall deliver to the College a certificate and any endorsements evidencing the issuance of such insurance policies in accordance with the requirements of this Agreement. The Licensee's comprehensive general liability insurance policy and certificate evidencing such insurance shall include the College as additional insured and require that the College be notified of the cancellation or expiration of the policy in advance. Further, both policies required of the Licensee under this Article V shall (i) contain provisions by which the insurer agrees that neither policy shall be canceled or substantially changed except after thirty (30) days written notice to the College; and (ii) be issued by insurance companies reasonably satisfactory to the College and qualified to do business in the State of Texas. Any liability insurance carried or to be carried by the Licensee under this Agreement shall be primary and non-contributory over any insurance policy or self-insurance coverage maintained or carried by any of the additional insured. The Licensee's failure to obtain or maintain the required insurance shall constitute a breach of this Agreement and shall result in the Licensee being required to immediately cease its use of the Premises.
- 5.4 **Waiver of Subrogation.** Any and all insurance policies required of the Licensee under this Agreement shall contain a waiver of subrogation of any right against the College or any insurance policy owned or held by the College.

Article VI: Liability, Release, and Indemnification

- 6.1 **Assumption of Liability.** Licensee expressly assumes full responsibility for the character, acts, omissions, and conduct of all persons who perform services at the Facility or Premises on behalf of Licensee and for all persons who attend the event held by Licensee at the Premises.

- 6.2 **DISCLAIMER OF LIABILITY.** NEITHER THE COLLEGE NOR ANY OF COLLEGE INDEMNITEES SHALL BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS, LOSSES, DEMANDS, SUITS, COSTS, AND EXPENSES, AND OTHER FORMS OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES (EACH A "CLAIM") OR ANY INJURY TO ANY PERSON OR TO ANY PROPERTY (EACH A "LOSS") OF THE LICENSEE, ITS DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, MEMBERS, GUESTS, INVITEES, OR ANY THIRD PARTY, IN OR UPON THE COLLEGE PROPERTY, THE FACILITY, OR PREMISES, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, THEFT, VANDALISM, OR FAILURE TO PAY WAGES.
- 6.3 **LICENSEE INDEMNIFICATION.** THE LICENSEE AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD THE COLLEGE INDEMNITEES HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS THAT MAY ARISE OUT OF, RELATED TO, OR BY REASON OF, ANY (A) CONTRAVENTION OR BREACH OF ANY PROVISION OF THIS AGREEMENT OR OF ANY REPRESENTATION OR COVENANT MADE OR TO BE PERFORMED BY THE LICENSEE UNDER THIS AGREEMENT; (B) NONCOMPLIANCE BY THE LICENSEE IN CONNECTION WITH ITS USE OF THE FACILITY OR PREMISES; (C) NONCOMPLIANCE OR VIOLATION BY THE LICENSEE OR BY ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS OF ANY APPLICABLE LAWS, RULES, REGULATIONS, OR ORDER OF ANY GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER THE FACILITY, THE PREMISES, THE COLLEGE'S PROPERTY, OR THE LICENSEE; (D) ACT OR OMISSION OF OR THE NEGLIGENCE (WHETHER ORDINARY OR GROSS) OF THE LICENSEE OR OF ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS IN CONNECTION WITH THE USE OR OCCUPANCY OF THE FACILITY OR PREMISES; EXCEPT TO THE EXTENT SUCH CLAIM WAS SOLELY CAUSED BY OR RESULTS FROM THE FAULT OF ANY COLLEGE INDEMNITEE. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 6.3 OR IN THIS AGREEMENT SHALL OPERATE TO OR BE DEEMED OR CONSTRUED TO ABROGATE OR WAIVE ANY IMMUNITY TO WHICH THE COLLEGE IS ENTITLED.
- 6.4 **NO LIMITATION BY INSURANCE.** IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS ARTICLE 6 BY THE LICENSEE OR ANY DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS OR AGENTS OF THE LICENSEE, BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE LICENSEE, OR BY ANYONE FOR WHOSE ACTS THE LICENSEE MAY BE LIABLE, THE INDEMNIFICATION

OBLIGATION UNDER ARTICLE 6 SHALL NOT BE LIMITED BY THE AMOUNT OF INSURANCE COVERAGE PAYABLE TO THE LICENSEE.

6.5 Survival. The Licensee's assumption of liability, the College's disclaimer of liability, the release of the College, and the Licensee's indemnification requirements as set forth in this Article VI shall survive the expiration or earlier termination of this Agreement.

Article VII: Default

7.1 Default of Licensee. The following acts or omissions shall constitute a default by Licensee:

- (a) Failure of Licensee to pay the Deposit, Usage Fee, fees for Additional Services, late charge, or any other amount owed by Licensee under this Agreement;
- (b) Failure of Licensee to perform any other condition, term, provision, warranty, covenant, or obligation contained in this Agreement;
- (c) Any violation of applicable law, rule, regulation, or policy or of the College's policies and procedures;
- (d) Any other breach or event of default; and/or
- (e) Bankruptcy of, insolvency of, reorganization by, moratorium by, fraudulent conveyance by Licensee.

7.2 Rights and Remedies of College. In the event of breach or default by the Licensee, the College is entitled to:

7.2.1 Immediate termination of this Agreement;

7.2.2 Retain all Usage Fees, fees for Additional Services, Deposit, and other sums paid by Licensee to the College for use of the Premises;

7.2.3 Pursue any and all other remedies available to the College in equity or at law; and

7.2.4 Receive payment for all reasonable attorney's fees and costs incurred by College in pursuit of its remedies under this Agreement.

Article VIII: Change of Premises; Termination

8.1 Paramount Use. In the event of emergency or other necessity, the College reserves the right, upon reasonable notice under the circumstances to change the location of the Premises and provide alternative space to the Licensee under this Agreement. In the event that the College is not able to provide alternative space due to such emergency or other need, the College retains the right to cancel this Agreement and Licensee's right to use the Premises during the Usage Time without penalty except for the return of Licensee's Deposit and any pre-paid Usage Fee or other fees paid by Licensee.

- 8.2 Cancellation for Convenience. Licensee may cancel this Agreement at any time up to thirty (30) days prior to the commencement of the Usage Time. It is agreed that in the event that Licensee cancels the Lease thirty (30) days or less prior to, or fails to use the Premises at the time specified, all payments required by this Agreement shall be due and owing or if paid in advance, will be forfeited.
- 8.3 Force Majeure. If the (a) Facility or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Premises for the purposes and during the periods specified in this Agreement; or (b) if the use of the Premises by the Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any government authority, civil riot, flood or any other cause beyond the control of College, then this Agreement shall terminate and neither party shall have any further obligations under this Agreement. College shall not be liable or responsible to Licensee for any damages caused by the termination of the Agreement under this Section 8.3 and Licensee hereby waives any claim against College for damages by reason of such termination except that any portion of the Usage Fee paid in advance shall be refunded to the Licensee.

Article IX: Miscellaneous Provisions

- 9.1 Use of College Name. Absent prior written authorization, the Licensee may not use or reference the College's name or logo on the Licensee's promotional materials or in advertising to the general public other than a general reference for a description of the physical location of the event.
- 9.2 Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all previous agreements or understandings between the parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both parties.
- 9.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Washington County, Texas or in the federal courts of the United States, Southern District of Texas.
- 9.4 No Waiver of Immunities. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which the College may be entitled under any law.
- 9.5 No Assignment. This Agreement shall not be assignable by the Licensee in whole or in part without the prior written consent of the College.
- 9.6 No Waiver. No waiver by the College of any default or breach by the Licensee of its obligations under this Agreement shall be construed to be a waiver or release of any

subsequent default or breach by the Licensee under this Agreement. No failure or delay by the College in the exercise of any remedy provided for in this Agreement shall be construed a forfeiture or waiver thereof or of any other right or remedy available to the College.

- 9.7 Severability. Any provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- 9.8 Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addresses). Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given on the date of personal delivery or or two business days after mailing or faxing. Electronic mail does not constitute official notice under this Agreement.
- 9.9 Authority. The College and the Operation each represent that it has the authority to execute this Agreement and to perform its obligations under this Agreement.
- 9.10 Disclaimer of Condition – “As Is”. The College makes no representations that the Premises is safe or suitable for the intended use. The College assumes no responsibility for improving or maintaining the Premises to meet Licensee's requirements.
- 9.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original and binding upon the party executing the same, but both of which shall constitute one and the same agreement.
- 9.12 Addenda. The following addenda are attached hereto and incorporated herein for all purposes:

Addendum I Description of the Premises, Usage Time, Usage Fee

Addendum II List of Additional Services to be Provided by the College

This Agreement is executed as of the Effective Date set forth above:

BLINN COLLEGE

By: _____

Date: _____

Name:
Title:
Address:
Fax:
Phone:

By: _____

Date: _____

Name:
Title:
Address:
Fax:
Phone:

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