I. PURPOSE

The procedures described herein define the processes to be followed in carrying out the policy outlined in System Administrative Memorandum 01.B.06 - Facilities Reservation and Rental, related to the use of University of Houston facilities by persons and organizations associated with and not associated with the university.

II. DEFINITIONS

A. **Auxiliary Space**: Area of a university campus that is not supported through State of Texas appropriations.

B. **Education & General (E&G) Space**: Net assignable area used for academic instruction, research, and support of the institution’s mission. It does not include auxiliary enterprise space or space which is permanently unassigned. E&G space is supported primarily from state appropriated funds.

C. **General Purpose Classroom**: A classroom used for academic instruction that is not otherwise assigned to a specific academic department. All general purpose classrooms are considered E&G space.

D. **Grounds**: All exterior acreage not covered by buildings. Includes plazas, parks, parking lots, roadways, and any other outside space.

E. **Lessee**: Any individual or group, whether internal or external to the University of Houston, or whether sponsored or not sponsored (in the case of external individuals or groups), who reserves and uses any university facility or space for a purpose other than that for which it is provided.

F. **Reservation Office**: Campus unit with responsibility and/or authority to assign a particular university facility or space for use by a university or non-university individual or group. Also responsible for collecting and handling all related forms and fees.

G. **Special Services**: Services provided in support of an event by personnel, contractors, or vendors either internal or external to the university or the System.
III. SPACE AVAILABLE AND RESERVATIONS

A. The University of Houston Space Inventory, available from the Coordinator of Facilities Inventory, identifies all E&G and auxiliary space, as well as the reservation office with authority for that particular building or room. The assigned unit has primary responsibility to ensure compliance with these procedures and with System Administrative Memorandum 01.B.06.

B. The use of all University of Houston facilities for purposes other than those for which they are primarily intended will be allowed on a first-come, first-served basis according to the following priorities:

- Universitywide programs and officially recognized student organizations
- Faculty, staff, administration, and those professional organizations/affiliations whose activities are sponsored and coordinated by a University of Houston office or department
- Alumni
- Non-university groups

Reservations for the use of campus facilities must be made through their respective reservation offices listed in Addendum A.

C. Scheduling General Purpose Classrooms:

Because general purpose classrooms are in demand, ALL requests for space must be submitted to the Scheduling Office (see Addendum A) IN WRITING and at least 72 HOURS IN ADVANCE. Written requests are date-stamped upon receipt to ensure priority is given to the appropriate reservation, in the case of two or more requests for the same room(s) and time(s). Cancellations must be made no less than 24 HOURS IN ADVANCE. Individuals or groups that cancel less than 24 hours in advance will be subject to limitations or restrictions on future space use.

D. Use of University Facilities for Commercial Purposes:

The Office of the Associate Vice President for University Relations is charged with oversight of policies and procedures concerning the use of university facilities for commercial purposes (movie shoot location, print and television advertising, etc.). This office coordinates all arrangements with the Office of the Associate Vice President for Administration and oversees the contractual process involved in finalizing these arrangements.
E. Police Presence Associated with Space Reservation and Rental:

1. University of Houston Police officers must be hired to provide security, at the cost of the facilities lessee, at events where alcohol is served, unless this requirement is waived. If students are involved, waivers must be requested using a Request for Alcohol Distribution Form, available in the Dean of Students Office. Other waivers may be requested, in writing, to the Associate Vice President for Administration. Event security must be arranged through the University Center Reservation Office, Department of Campus Activities, or the University Police Department (at least two weeks’ advance notice is required by UHPD) using the University of Houston Police Department Request for Police Services Form (Addendum B).

2. The university may require the presence of University Police officers as a condition of holding certain events on campus. The decision to require the presence of officers and the determination of the number of officers necessary will be made on a case-by-case basis by the Associate Vice President for Administration, in consultation with the University Police Department. Costs for police services shall be borne by the lessee.

IV. SPONSORSHIP

A. To sponsor an event held by a person or organization not associated with the university, a representative of the sponsoring administrative, academic unit, or student organization must submit a completed Acknowledgement of Sponsorship Obligations form (see Addendum C), approved by the appropriate college, division, or administrative authority, to the unit having assigned authority over the space requested, whether it be E&G or auxiliary space. In the event of two or more sponsors, all must sign the form.

B. The Acknowledgement of Sponsorship Obligations form will not serve as a reservation of the space; nor will it serve to endorse the person or organization seeking sponsorship, their product/services, or their opinions; nor will it obligate or assign liability to the unit with assigned authority over the space, the university, or the UH System in any way.

C. Student groups who sponsor or cosponsor persons or organizations not associated with the university must also comply with guidelines set forth by the Student Program Board, the Activities Funding Board, and the Council of Ethnic Organizations. Information is available in Campus Activities/Dean of Students Office.
V. RESPONSIBILITY

University individuals or groups who use university facilities, and university groups who sponsor non-university individuals or groups to use university facilities, are responsible for the behavior of their members and guests, and will be held liable for any personal injury or damage or theft of university property.

VI. FOOD AND BEVERAGES

A. For reservations involving food and beverage service in facilities where the university food service provider has exclusive rights (University Center [Mediterranean Room exempted], University Center Satellite, The Moody Towers Horizons Dining and Serving Areas, including Convenience Store [Commons exempted], Oberholtzer Hall Dining and Serving Areas and Convenience Store [Room 3A and 3B exempted], The UC and UC Satellite Sidepockets, The Oasis, The Law Center Mini Cafeteria, and Athletic Concession facilities in Robertson Stadium, Hofheinz Pavilion, Yeoman Fieldhouse, and Cougar Baseball Stadium), all arrangements must be made through the campus food service provider. Food and beverage service at events held in the Conrad N. Hilton College of Hotel and Restaurant Management must be arranged through their food service operations. Catering services may be used in other facilities where food service is permitted; however, it is recommended that the campus food service provider be contacted first because they are familiar with on-campus facilities and are generally able to respond more quickly and with greater flexibility than other providers. Off campus providers must show proof of insurance and provide a temporary alcohol license if serving alcohol. Individuals and groups are prohibited from bringing in food and beverage to be served at events without proper approval by the appropriate reservation office.

B. The System has an exclusive contract with the Coca-Cola Bottling Company to supply cold beverages (defined as all forms of non-alcoholic liquids intended for human consumption and all beverages bases from which these can be prepared. Does not include (i) milk, (ii) flavored milk, (iii) fresh brewed coffee and tea, whether served hot or cold, (iv) fresh brewed hot chocolate, (v) soups, (vi) fresh squeezed juices, (vii) unflavored tap, faucet or fountain water drawn directly from the public water supply, and (viii) non-alcoholic beer) such that only Coca-Cola products may be sold or given away in conjunction with events held on campus. Questions regarding compliance with this requirement should be directed to the Executive Director for Procurement and Auxiliary Services.
C. Campus student organizations and student programs may request from the Executive Director for Procurement and Auxiliary Services a waiver of these food – but not beverage – requirements for fund-raising events or special programs. The request must be made in writing and clearly describe the event, who is involved, time and location, and a justification for the waiver. There are certain areas designated in exclusive-use facilities where students may bring in snack foods for small groups by working through the respective reservation offices.

D. **Alcohol:**

1. It is the university’s policy that all members of the university community and guests are required to comply with federal, state, and local laws regarding the possession, consumption, and distribution of alcoholic beverages.

2. Possession, consumption, or distribution of alcoholic beverages in public areas of the University of Houston is prohibited, except at:
   
   a. events previously authorized by the Dean of Students, the President, Vice Presidents, or Deans; and
   
   b. the University Hilton Hotel, cafeterias, and on-campus restaurants or food service areas where alcohol is legally distributed or sold.

   A public area is defined as the campus parking lots, campus grounds, campus buildings, or any outside enclosed area or portion thereof, to which the public is invited or given general unrestricted access.

3. Any use of facilities where alcohol will be distributed or consumed and where students are allowed to attend is subject to the Alcohol Policy and Distribution of Alcoholic Beverages Policy published in the Student Handbook, available in the Dean of Students Office.

VII. **FACILITY USE FEES**

A. **E&G Facility Charges:** If required by the nature of the event or by the Facilities Use Agreement, the lessee will be responsible for paying the following out-of-pocket expenses as incurred:

1. **Special Support Services**
   
   • Support personnel – e.g., maintenance, building services, etc.
   
   • Special services – e.g., paramedics, ushers, ticket takers, technicians, etc.
   
   • Police
2. Extraordinary utility and maintenance fees

In addition to these expenses, non-university lessees holding events in E&G facilities will be responsible for paying a rental fee, unless a waiver is granted (see Section VII(D)).

Room Rental Charges (includes normal utility and maintenance fees):

<table>
<thead>
<tr>
<th>Conference rooms:</th>
<th>Room Rental Charges</th>
<th>Atriums:</th>
<th>Gymnasiums:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$200 per full day</td>
<td>$200 per day or any part thereof, plus applicable setup and take down fees.</td>
<td>$15 per hour for student groups</td>
</tr>
<tr>
<td></td>
<td>$125 per half day</td>
<td></td>
<td>$30 per hour for non-student groups (internal or external)</td>
</tr>
</tbody>
</table>

Classrooms and Seminar rooms:

<table>
<thead>
<tr>
<th>Capacity</th>
<th>Room Rental Charges</th>
<th>Auditoriums:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Half-Day Charge</td>
<td>$1,000 per full day</td>
</tr>
<tr>
<td></td>
<td>Full-Day Charge</td>
<td>$600 per half day</td>
</tr>
<tr>
<td>12 – 20</td>
<td>$100</td>
<td>Note: does not include Cullen Performance Hall</td>
</tr>
<tr>
<td>21 – 35</td>
<td>$170</td>
<td></td>
</tr>
<tr>
<td>36 – 50</td>
<td>$250</td>
<td>$15 per hour for student groups</td>
</tr>
<tr>
<td>51 +</td>
<td>$350</td>
<td>$30 per hour for non-student groups (internal or external)</td>
</tr>
<tr>
<td></td>
<td>$550</td>
<td>Note: does not include Hofheinz Pavilion.</td>
</tr>
</tbody>
</table>

*Half day = 4 hours or less, Full day = more than 4 hours and less than 24 hours*

Certain spaces comprise both auxiliary and E&G space. Use of those facilities, and any rental fees, will be determined by the Associate Vice President for Administration, in consultation with the reservation office for the space in question.

**Extraordinary Utility and Maintenance Deposit:** Room usage fees include a normal utility and maintenance fee. A deposit of $200 is required, whether or not rental fees are required, to cover unanticipated utility or maintenance costs.
Unspent funds will be returned to the lessee by check (with no interest); additional funds will be collected if the deposit is not sufficient to cover the expense. Failure to remit the amount required to cover the expense will result in the lessee being barred from using university facilities for future events.

*The university reserves the right to change rates as necessary without notice.*

B. **Auxiliary Facility Charges:** Fees and reimbursable expenses associated with the use of auxiliary facilities can be obtained from their respective reservation offices.

C. **Payment, Collection, and Handling of Deposits and Fees:**

1. At least five business days prior to the event for which the space is being reserved, deposits, rental fees, and special support services fees for the use of university facilities shall be collected as a single payment by the reservation office with assigned authority over the rented space and deposited into the Central E&G Rental Revenue Account (in the case of E&G space) established for this specific purpose, or into the auxiliary unit’s own account (in the case of auxiliary space), in accordance with all applicable university and System policies and procedures.

   a. Cash will not be accepted under any circumstances as payment of deposits and rental fees.

   b. Payment may be by cashier’s check or money order, made payable to the University of Houston. Payment is permissible by credit card, if the reservation office responsible for the space is equipped to handle such.

   c. Payment by university departments shall be by voucher (for use of auxiliary space) or by a Service Center Requisition.

2. In those instances where the deposits, rental fees, and special support services fees are deposited into the Central E&G Rental Revenue Account, that portion representing payment for special services fees will be transferred back to the reservation office within two business days of the original deposit to permit the timely payment to those providing the special services.

3. Within five business days following completion of an event utilizing E&G space, the reservation office shall consult with Facilities Management and the Police Department to ascertain the dollar amount, if any, of extraordinary utility, maintenance, and/or police costs incurred in support of the event. This will determine the amount of deposits, if any, to be returned to the lessee or any additional amounts due from the lessee.
4. Within 10 business days following completion of an event, the reservation office shall submit appropriate paperwork to the Controller’s office to transfer to specified operating accounts appropriate funds due Facilities Management and/or the Police Department (in the case of E&G space rental) or the Police Department only (in the case of auxiliary space rental). Appropriate paperwork will also be submitted to refund the lessee any unused portion of the deposits or to bill the lessee for additional charges incurred. No interest will be paid on refunds to the lessee.

D. Fee Waivers: Room rental fees may be waived under certain conditions. Requests to waive expenses for auxiliary facilities must be submitted, in writing, to the appropriate reservation office. The reservation office will respond, in writing, to the requester regarding approval or denial of the request.

1. E&G room rental fees may be waived if the event has clear, measurable benefits to the university or the UH System. Requests for E&G rental fee waivers must be submitted, in writing, to the Associate Vice President for Administration for consideration. If prior documented approval is not obtained, the reservation office may be held responsible for all, or a portion, of the waived fees.

2. Auxiliary rental fees may be waived at the discretion of the auxiliary authority.

Special Support Services fees, Security Deposits, and Extraordinary Utility and Maintenance Deposits may not be waived unless the reservation office is willing to assume financial responsibility for the waived fees.

VIII. FACILITIES USE AGREEMENTS

A. Use of university space by a sponsored non-university group must be authorized by a written agreement. Such agreements are to provide for:

- Full cost recovery;
- Confirmation that the use does not constitute university or state endorsement of the using organization, its views or objectives; and
- Certification that such use does not interfere with primary university uses for which the facilities were intended.
In addition, the agreement must specifically protect the university from any liability or property loss exposures that may or do result from the lessee’s activities or occupancy. The agreement shall indemnify and hold harmless the Board of Regents of the University of Houston System, the University of Houston, and all of its officers, employees, and agents from any actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or injuries or the death of any person(s) or damage to or loss of any property claimed to have been caused by or to have arisen out of or in connection with or incidental to the use of University of Houston property.

B. The lessee must provide financial responsibility in the form of a Certificate of Insurance or as otherwise may be deemed acceptable by the University of Houston Office of Safety and Risk Management. The Certificate of Insurance should reflect the following:

- Commercial General Liability coverage 250,000/500,000
- UH is added as an additional insured
- Subrogation against UH is waived
- The lessee’s insurance coverage is primary

Depending on the event, coverage and/or limits may vary.

C. The lessee must agree to comply with all laws, ordinances, and regulations applicable to the intended use and occupancy. In addition, the lessee must agree to be responsible for payment of federal, state or local taxes, which may be levied against the entertainment being presented or on admission to such entertainment activity.

D. The lessee must not cause or permit anything to be done to mar, deface, or otherwise render the facilities unusable. The lessee must leave the premises in the same condition as the commencement of occupancy, except for ordinary wear and use.

E. Reservation offices are permitted to draft agreements that are unique to their facility, provided all the provisions of Section VIII are included. A draft of the agreements must be submitted to and approved by the Office of the General Counsel (OGC) prior to actual use. Alternatively, Addendum D must be used.

Reservation offices are responsible for:

- Ensuring that the form used for the agreement has been approved by Office of the General Counsel
- Maintaining an inventory of blank agreements
- Ensuring the agreements are properly executed on a timely basis
• Promptly forwarding a copy of each Addendum D (or substitute agreement approved by OGC) to the Associate Vice President for Administration (or designee)
• Maintaining completed agreements a minimum of three years
• Ensuring full compliance with MAPP 04.04.01 - Contracting

IX. REVIEW AND RESPONSIBILITY

Responsible Party: Associate Vice President for Administration

Review: Every two years, on or before July 31

IIX. APPROVAL

__________________________________________
Randy Harris
Vice President for Administration and Finance

__________________________________________
Arthur K. Smith
President

Date of President’s Approval: August 30, 2000

IIIX. REFERENCES

Texas Education Code, Chapters 51 and 111
System Administrative Memorandum 01.B.06 – Facilities Reservation and Rental
MAPP 04.04.01 - Contracting

Index Terms: Auxiliary space
E&G space
Events
Facilities
General purpose classroom
Grounds
Rental
Reservations
**Addendum A**

**RESERVATION OFFICES**

<table>
<thead>
<tr>
<th>Reservation Office</th>
<th>Areas of Oversight</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Center Reservations Office</td>
<td>• University Center *</td>
</tr>
<tr>
<td>(713) 743-5287</td>
<td>• UC Satellite *</td>
</tr>
<tr>
<td>• Cullen Performance Hall</td>
<td>• Lynn Eusan Park</td>
</tr>
<tr>
<td>• Discovery Park</td>
<td>• Agnes Arnold Auditoriums 1 and 2</td>
</tr>
<tr>
<td>• Social Work Rooms 101 and 102 ( auditoriums )</td>
<td>• Science &amp; Research Rooms 116 and 117 (auditoriums)</td>
</tr>
<tr>
<td>• Engineering Lecture Hall D2</td>
<td>• Fleming Building Room 160</td>
</tr>
<tr>
<td>• Most other outdoor space</td>
<td></td>
</tr>
<tr>
<td>Scheduling Office</td>
<td>• General purpose classrooms</td>
</tr>
<tr>
<td>(713) 743-9036</td>
<td>• Other classrooms (coordinates with respective authority)</td>
</tr>
<tr>
<td>Residence Halls Reservations</td>
<td>• Moody Towers *</td>
</tr>
<tr>
<td>(713) 743-6013</td>
<td>• Quadrangle *</td>
</tr>
<tr>
<td>• South Campus Recreation Area, Outdoor pool *</td>
<td>• South Campus Recreation Area, Outdoor pool *</td>
</tr>
<tr>
<td>• Rooms 3A and 3B, Oberholtzer Hall</td>
<td></td>
</tr>
<tr>
<td>A.D. Bruce Religion Center *</td>
<td>• Wedding reservations</td>
</tr>
<tr>
<td>(713) 743-5050</td>
<td>• Receptions and other ceremonies</td>
</tr>
<tr>
<td>University Hilton *</td>
<td>• Individual rooms and meeting rooms housed within the</td>
</tr>
<tr>
<td>(713) 741-2447</td>
<td>University Hilton Hotel Complex</td>
</tr>
<tr>
<td>Wortham Theatre, Manager’s Office, (713) 743-2988</td>
<td>• Wortham Theatre</td>
</tr>
<tr>
<td>Houston Alumni Organization, (713) 743-2201</td>
<td>• Alumni Center</td>
</tr>
<tr>
<td>Athletics Department, (713) 743-9374</td>
<td>• Athletics facilities *</td>
</tr>
<tr>
<td>Humanities, Fine Arts, and Communication (713) 743-2988</td>
<td>• Blaffer Gallery</td>
</tr>
<tr>
<td>(713) 743-2988</td>
<td>• Organ Gallery</td>
</tr>
<tr>
<td>• Dudley Hall</td>
<td>• Moores Opera House</td>
</tr>
<tr>
<td>• Melcher Gymnasium</td>
<td></td>
</tr>
<tr>
<td>• Garrison Gymnasium</td>
<td></td>
</tr>
<tr>
<td>Campus Recreation (713) 743-9500</td>
<td>• Raquetball courts</td>
</tr>
<tr>
<td>Special Events, (713) 743-8160</td>
<td>• Indoor swimming pools</td>
</tr>
<tr>
<td>Gerald D. Hines College of Architecture Dean’s Office, (713) 743-2400</td>
<td>• Melcher Gymnasium</td>
</tr>
<tr>
<td>University Relations, External Communications (713) 743-8155</td>
<td>• Garrison Gymnasium</td>
</tr>
<tr>
<td>• Cullen Family Plaza</td>
<td></td>
</tr>
<tr>
<td>• Architecture Atrium</td>
<td></td>
</tr>
<tr>
<td>• All commercial purposes (see Section III(D)) using any University of Houston facility</td>
<td></td>
</tr>
</tbody>
</table>

* Facilities comprised, in part or in whole, of auxiliary space.
Addendum B

UNIVERSITY OF HOUSTON POLICE DEPARTMENT
REQUEST FOR POLICE SERVICES
(Those On The Past Due List May Not Request Police Services)

Please Print

Organization/Department: ___________________________ Phone: ___________________________
Authorizing Person Requesting Service: ___________________________ Title: ___________________________
Billing Address: ___________________________
Type of Event: ___________________________ Location: ___________________________
Date of Event: ___________________________ Event Time Frame: ___________________________
Estimated Attendance: ___________________________ # of Officer’s Needed: ___________________________
Contact Person at Event: ___________________________ Title: ___________________________
Special Details/Instructions for Officers: ___________________________

Alcohol: ( ) Yes ( ) No

Representative Signature: ___________________________ Date: ___________________________
Reservations Signature: ___________________________ Date: ___________________________
Dean or Designee’s Signature: ___________________________ Date: ___________________________
Picked Up By UHPD Personnel: ___________________________ Date: ___________________________

PAYMENT SECTION

Group/Department: ___________________________ Fee Amount: ___________________________
Check #: ___________________________ Money Order #: ___________________________ SCR #: ___________________________
Person Receiving Deposit: ___________________________ Date Received by UHPD: ___________________________

(Note: Events hosted by non-university affiliated groups require prepayment in the form of a check, cash or money order)

CANCELLATION

As authorized Representative of: ___________________________ (Organization/Department)
I hereby cancel the above Request for Police Services: ___________________________
(48 Hours Advanced Notice Required) Date: ___________________________
Representatives Signature: ___________________________ Title: ___________________________
Reservations Signature: ___________________________ Time: ___________________________
Date/Time received by UHPD: ___________________________ By Whom: ___________________________

Distribution: White: Police Department Pink: Organizations Copy
Green: Event Change Form Gold: Dean of Student Copy
Yellow: Cancellation Form

(UHPD 11/82, Rev. 5/94)
Addendum C

ACKNOWLEDGEMENT OF SPONSORSHIP OBLIGATIONS

To: __________________________________________
   (Office having Assignment Authority or Reservations Office)

As ________________________________________, I have been authorized to represent that
   (Title or Position)

________________________________________ has agreed to sponsor
   (Sponsoring University/Student Organization)

________________________________________ for the use of
   (Organization/Applicant)

________________________________________ for the purpose of
   (Specify Space Desired)


to be held __________________________________________.
   (Dates and Times)

In the event that the sponsored organization fails to meet all the financial obligations incurred for the use of the
described space, the sponsoring organization shall accept full responsibility for those financial obligations.
Accordingly, I acknowledge that the sponsoring organization will be billed for any amounts due to the university
and not paid by the sponsored organization. I acknowledge that this form will not serve as a reservation of the space;
nor will it serve to endorse the person or organization seeking sponsorship, their product/services, or their opinions;
nor will it obligate or assign liability to the unit with assigned authority over the space, the university, or the UH
System in any way.

________________________________________
   (Dean, Division Head, or Equivalent)  Date

________________________________________
   Date
Addendum D

FACILITIES USE AGREEMENT FORM

Lessee

Name/Contact: ____________________________
Company/Organization: ____________________________
Department: ____________________________
Address: ____________________________
Phone: ____________________________ Fax: ____________________________ E-mail: ____________________________

UH Sponsored? ☐ Yes ☐ No Sponsor: ____________________________

Insurance: The lessee must submit a certificate of insurance and a completed copy of this agreement to: Director, Risk Management

University of Houston System

Office of Facilities, Planning, and Construction

Houston, Texas 77204-1852

Event

Event Name: ____________________________
Event Date(s): ____________________________ Event Time(s): ____________________________
Purpose/Function: ____________________________
Audience/Attendees: ____________________________

Facility and Fees

Building: ____________________________ Room: ____________________________

Classification ☐ E&G ☐ Auxiliary Oversight Authority: ____________________________

Fees: Special Support Services: ____________________________ (attach itemization, if applicable)

Room Rental Charges: ____________________________ (attach approved waiver request, if applicable)

Extraordinary Utility and Maintenance Deposit: ____________________________

Total Amount Due: ____________________________ Due By: ____________________________

Form of Payment: ☐ Cashier’s Check ☐ Money Order ☐ Voucher ☐ SCR

The lessee agrees to pay all rental fees by the date stated herein. Failure to pay fees by the due date shall result in limitations or restrictions on future use of any UH facility by the lessee. The lessee is solely responsible for the activities, supervision, and safety and welfare of participants, including but not limited to times when participants are in University common areas, restrooms, classrooms, parking areas, or on any University property. This agreement is made upon the express condition that the University shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the lessee, its agents, or employees, or third persons, from any cause or causes whatsoever while in or upon premises or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of premises or any activity carried on by the lessee in connection therewith, and the lessee hereby covenants and agrees to release, forever discharge and/or indemnify, defend and hold the University, its System, its components, regents, officers, agents, and employees, harmless from any and all claims, losses, suits, demands, causes of action of whatever kind and nature, proceedings, damages or liabilities, including attorney’s fees, on account of or by reason of any such injuries, death, liabilities, claims, suits, or losses however occurring or damages growing out of the same; whether or not caused by the negligence, act, or omission of the University. The lessee agrees to comply with all laws, ordinances, and regulations applicable to the intended use and occupancy. In addition, the lessee agrees to be responsible for payment of federal, state, or local taxes, which may be levied against the entertainment being presented or on admission to such entertainment activity. The lessee shall not cause or permit anything to be done to mar, deface, or otherwise render the facilities unusable. The lessee shall leave the premises in the same condition as the commencement of occupancy, except for ordinary wear and use.

Lessee Signature: ____________________________ Date: ____________________________
Facility Oversight Agent: ____________________________ Date: ____________________________