

GREEK CHAPTER HOUSE LICENSE AGREEMENT

This GREEK CHAPTER HOUSE LICENSE AGREEMENT (this “*Agreement*”) is entered into as of _____ (the “*Effective Date*”) by and between the UNIVERSITY OF HOUSTON, an agency of the state of Texas pursuant to Chapter 111 of the Texas Education Code (“*Licensor*”), and _____, a/an _____ (“*Licensee*”).

RECITALS

- A. Licensee desires to license the Premises (defined below) for use as a chapter house and residential facility for Students (defined below) in good standing with _____ (the “*Greek Organization*”), a Registered Student Organization (defined below) in good standing with Licensor and with Licensor’s Center for Fraternity & Sorority Life (the “*Greek Life Center*”) for the Permitted Use (defined below).
- B. Licensee has requested the license of the Premises and Licensor has agreed to the license on the terms of this Agreement and subject to all applicable laws, regulations and policies including, but not limited to, the Student Code, the Student Handbook, and the Events Policy (all, as defined below).

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AGREEMENT

SECTION 1 – Incorporation.

- 1.1 The recitals are hereby incorporated into this Agreement as if full set forth herein.
- 1.2 The following documents are hereby incorporated as if fully set forth herein:
 - 1.2.1 University of Houston Student Code of Conduct, as it may be amended, revised or modified from time to time (the “*Student Code*”);
 - 1.2.2 University of Houston Student Handbook, as it may be amended, revised or modified from time to time (the “*Student Handbook*”); and
 - 1.2.3 University of Houston Bayou Oaks Townhouse Events Policy, as it may be amended, revised or modified from time to time (the “*Events Policy*”).

SECTION 2 – Definitions.

- 2.1 “*Applicable Law*” means the applicable laws, policies, rules and regulations in effect throughout the License Term.
- 2.2 “*Business Day*” means a day other than a Saturday, Sunday or legal holiday for national banks
- 2.3 “*Facility*” means Bayou Oaks Townhouse #_____, 5019 Calhoun Street, Houston, Texas 77004.
- 2.4 “*Force Majeure*” refers to matters beyond Licensor’s reasonable control such as, by way of example and not of limitation, adverse weather conditions, war, labor action, contagion, and/or interruption of utility service.
- 2.5 “*Hazardous Substance*” is any substance (1) the presence of which requires, or may hereafter require, notification, investigation or remediation under any Applicable Law; (2) which is now or hereafter defined, listed or regulated by any governmental authority as a “hazardous waste,” “extremely hazardous waste,” “solid waste,” “toxic substance,” “hazardous substance,” “hazardous material” or “regulated substance,” or otherwise regulated under any Applicable Law; or (3) which is now or hereafter considered a biological contaminant or which could adversely impact air quality, including mold, fungi and other bacterial agents.
- 2.6 “*Premises*” means the common areas of the Facility, including hallways, common rooms and public areas, and specifically excludes Student Housing.
- 2.7 “*Registered Student Organization*” is a Student organization registered with Licensor’s Center for Student Involvement.
- 2.8 “*Residents*” means the Students proposed by Licensee and assigned by Licensor to reside in the Facility.
- 2.9 “*Student Housing*” means all facilities offered and employed by Licensor for Student housing including, but not limited to, the bedrooms within the Facility.
- 2.10 “*Students*” means full-time enrolled University of Houston students in good standing and who are active members of Licensee’s local and national organizations. Notwithstanding the foregoing, for the academic year of 2013-2014 only, “Students” may include students enrolled in the University for less than a full-time course load.
- 2.11 Any capitalized term not otherwise defined in this Agreement shall have the meaning ascribed to it in the Student Code or the Student Handbook.

SECTION 3 – License.

3.1 License. Licensor grants a license to use, and Licensee licenses from Licensor the use of, the Premises for the License Term for the Permitted Use and, in each case, subject to the terms, conditions and provisions of this Agreement (the “**License**”).

3.2 License Term. The License will commence on August 1, _____ and will expire on the succeeding July 31 (the “**Expiration Date**”), subject to earlier termination in accordance with the provisions of this Agreement and Licensee’s satisfaction of its obligations under SECTION 9 (the “**License Term**”). Licensor, by its Center for Fraternity and Sorority Life and its Student Housing and Residential Life, will conduct an annual review of Licensee’s performance under this Agreement and will determine whether to offer Licensee an extension of the License Term in accordance with Licensor’s standard procedures, as such procedures may change from time to time.

3.3 Permitted Use. Licensee will use the Premises during the License Term to operate a University of Houston Greek chapter house in accordance with the requirements of the Greek Organization’s national charter, Licensor’s policy (including, but not limited to the Student Code, the Student Handbook, and the Social Policy) and Applicable Law that provides an inclusive, safe and supportive environment for Students that promotes and fosters Students’ academic excellence, community engagement, and personal and leadership development while holding its members (including any Residents) responsible and accountable for their choices (the “**Permitted Use**”).

3.3.1 Licensee is liable and primarily responsible to Licensor for the conduct of Residents and other individuals within the Premises. Licensee acknowledges, understands and accepts this responsibility and the obligations it creates. Therefore, by way of example and not of limitation, Licensee shall be in default of its obligations under this Agreement if there is an unregistered social event or party within the Premises in violation of the requirements of the Events Policy, or if any hazing or other inappropriate and/or illegal conduct takes place within the Premises during the License Term.

3.4 No Assignment. License may not assign the License or permit another entity to use or occupy the Premises. Any attempt to assign the License or to permit another entity to use or occupy all or any part of the Premises shall automatically void the License and Licensee and such other entity (if any) shall be trespassers on the Premises.

SECTION 4 – Premises.

4.1 Condition of Property; No Waste. Licensee has had the opportunity to inspect the Facility, including the Premises, and accepts the Premises in its as-is, where-is condition. At all times during the License Term, Licensee shall maintain the Premises in the same condition as it existed on the Effective Date except for normal wear and tear, and free of trash, pests, animals, and unauthorized persons. Licensee shall not commit waste in, on, upon or of the Property, and shall immediately correct any violation of this Section 4.1 or be in default of this Agreement. Licensor has the right, at all reasonable times during the License Term, to inspect the Premises to ensure compliance with Licensee’s obligations pursuant to this Section and to perform Licensor’s obligations under this Agreement.

4.1.1 Should an inspection of the Premises disclose a violation of Licensee’s obligations under Section 4.1, Licensor will notify Licensee in writing of the nature of the violation (the “**Violation Notice**”). If Licensor has not, within five (5) Business Days after the date of its Violation Notice, received Licensee’s written confirmation that each violation identified in the Violation Notice has been cured, Licensor shall cure each such violation at Licensee’s cost. Licensee’s failure to pay Licensor’s invoice for any such cure within ten (10) Business Days will constitute a Monetary Default.

4.1.2 Licensee shall not bring to Licensor's property including, but not limited to, the Facility, any Hazardous Substance and acknowledges and agrees that the indemnity set forth in Section 8.1 extends to and includes Claims and Damage from Licensee's violation of this Section 4.1.2.

4.2 Alterations. Licensee acknowledges that only Licensor can make alterations and/or conduct any type of construction activity upon Licensor's property (including, but not limited to the Facility) as a matter of law and agrees that it will not engage or permit another person or entity to engage in any construction, renovation or refurbishment activity on Licensor's property. Licensee may request alterations by submitting a written request to the Greek Housing Coordinator, who/which will as soon as practicable thereafter present to Licensee a proposal containing the estimated cost of and schedule for effecting such requested alterations. Licensee shall have a period of not more than ten (10) consecutive Business Days thereafter to accept the proposal by delivering to the Greek Housing Coordinator a countersigned proposal together with the full amount of the estimated cost. For all purposes hereunder, "alterations" means and includes alterations, additions or improvements to the Premises such as, by way of example and not of limitation, painting, removing or replacing surfaces (such as flooring, carpet, counters, built-ins, and cabinet doors), opening doorways, and constructing or demolishing walls..

4.3 Access Cards; Keys. Licensee is entitled to receive two (2) access cards for Licensee's use to access to the Premises through the exterior door(s) (the "**Access Cards**") at no charge during the License Term, but may request additional Access Cards for which Licensee shall pay Licensor's standard fees at the time of issuance and from time to time. In order to receive any Access Card, Licensee must first deliver to Licensor a Personal Data Sheet (or such other form as Licensor may designate from time to time) for each individual who will be issued an Access Card by Licensee. In addition, for each Access Card requested by Licensee in excess of the two (2) to be issued at no cost, Licensee must deliver payment in full to Licensor before Licensor will issue such Access Card(s). All Access Cards are and at all times remain Licensor's property. Licensee will not copy or duplicate, and will not allow its delegates, affiliates, designees, invitees or anyone acquiring access to the Access Cards by, through or under Licensee to copy or duplicate, any Access Card. All Access Cards will be returned to Licensor on the Expiration Date.

4.3.1 Licensor shall deliver to Licensee on or about the Effective Date one (1) set of keys to each internal door within the Premises that requires keyed access. Licensee shall return the set of keys to Licensor on the Expiration Date or pay Licensor's then current fee for each missing key. Licensee may not change or rekey any lock to any portion of the Facility. Violation of this provision is an Event of Default. If Licensee desires or requires that any lock be changed or rekeyed, Licensee shall request such service(s) in writing delivered in accordance with Section 10.13 and will pay, within ten (10) Business Days after receipt, Licensor's invoice for such service(s) and such key(s).

4.4 Right of Entry. Licensor (including its officers, employees and designees) has the right at all reasonable times to enter onto and into the Premises for housekeeping and to inspect and to repair or improve any portion of the internal and exterior structures. In particular, Licensor's Greek Life Community Assistants, Residential Life Coordinator, and Greek Housing Coordinator may enter upon the Premises as necessary or appropriate to ensure the proper operation of the Premises and Licensee's compliance with its obligations under the terms of this Agreement including, but not limited to, the Permitted Use. If Licensee desires to restrict Licensor's entry during planned rituals of the fraternity or sorority (as the case may be) open exclusively to advisors and members and/or prospective members, then Licensee may deliver written notice to Licensor not less than two (2) Business Days prior to such ritual and Licensor shall use good faith, reasonable efforts to schedule housekeeping, inspection and/or repairs not to coincide with such planned ritual; provided, however, Licensor shall have the right to enter notwithstanding notice of a planned ritual in the event of emergency. Licensee acknowledges and agrees

that housekeeping might be unavailable for the on the day of any such planned ritual if such planned ritual is scheduled on a weekday during business hours.

SECTION 5 – Guaranteed Occupancy; Occupancy Fee.

Licensee guarantees to Licensor 100% occupancy (and occupancy revenues) for student housing within the Facility as of the fourteenth (14th) consecutive calendar day of each academic semester during the License Term (“**Occupancy**”). If, for a semester, Occupancy is less than the 100% hereby guaranteed by Licensee for any portion of the License Term, Licensee will tender to Licensor the deficit in Licensor’s occupancy revenues (the “**Occupancy Fee**”) within ten (10) Business Days after receipt of Licensor’s invoice therefor. It is specifically acknowledged and agreed that Licensor’s receipt of the Occupancy Fee does not entitle Licensee to occupy or use, or permit others to occupy or use student housing within the Facility. Only Students identified by Licensee to Licensor on or before the Occupancy Eligibility Deadline (as defined below) will be eligible to occupy student housing within the Facility (each such Student, an “**Eligible Occupant**”). Each Eligible Occupant will be required to execute a student housing agreement with Licensor in order to occupy such student housing and will be responsible for his or her obligations under such agreement. “**Occupancy Eligibility Deadline**” means April 15 for the summer and fall terms, and November 15 for the spring term.

SECTION 6 – License Fee; Deposit.

6.1 License Fee. Licensee shall pay to Licensor \$_____ in good and immediate funds to the order of Student Housing and Residential Life, 4401 Wheeler St., Room 15J, Houston, Texas 77204-3018 (the “**License Fee**”) toward Licensor’s actual costs to provide Routine Housekeeping (as defined below), and utility service to the Premises. The License Fee may be paid in equal monthly installments on or before of the first (1st) day of each calendar month, or in a lump sum on or before the fourteenth (14th) consecutive calendar day, of each academic semester during the License Term. The fees charged are in accordance with the schedule previously delivered to and accepted by Licensee, and Licensee acknowledges for all purposes that it understands and accepts the method of calculation of those and all other fees set forth in this Agreement.

6.1.1 Housekeeping. Licensor will provide housekeeping for the Premises (not the Facility) consisting of landscaping and maintenance, routine trash removal, routine common area bathroom cleaning, dusting and standard floor cleaning (i.e., sweeping of hard surfaces and vacuuming of any carpeted surfaces) (collectively, the “**Routine Housekeeping**”). Routine Housekeeping does not include laundry, kitchen cleaning (other than dusting and standard floor cleaning, to the extent possible given the condition of surfaces in the kitchen) or removal of heavy trash or excessive trash.

6.1.2 Utilities. The Facility receives utility service from third party providers, which are solely responsible for any interruptions in service.

6.1.3 Licensor will not be in default of its obligations under this Agreement if Licensor’s compliance is unreasonably inhibited or effectively prohibited by Force Majeure.

6.2 Housekeeping Fee. Licensee shall pay any amounts incurred by Licensor in housekeeping of the Premises beyond Routine Housekeeping (as defined below) within ten (10) Business Days after receipt of Licensor’s invoice therefor. (The License Fee, Occupancy Fee and this housekeeping fee are referred to, collectively, as the “**Fees.**”)

6.3 Deposit. Concurrently with its execution of this Agreement, Licensee shall deliver to Licensor \$_____ in good and immediate funds (the “**Deposit**”), which shall be held by Licensor (without liability for interest) as security for the performance of Licensee’s obligations under this Agreement. The Deposit is **not an advance payment** of Fees or a measure of Licensee’s liability for damages. Licensor

may, from time to time while an event of default remains uncured, without prejudice to any other remedy, use all or a portion of the Deposit to satisfy past due Fees, cure any uncured default by Licensee, or repay Licensor for damages and charges for which Licensee is legally liable under this Agreement or resulting from Licensee's breach of this Agreement. If Licensor uses any portion of the Deposit, Licensee shall on demand restore the Deposit to its original amount and such use by Licensor of the Deposit shall not constitute a cure of the existing event of default until such time as the entire amount owing to Licensor is paid in full and the Deposit is fully restored. Provided that Licensee has performed all of its obligations hereunder, Licensor shall return any unapplied portion of the Deposit to Licensee within thirty (30) days after the later to occur of: (A) the date Licensee surrenders possession of the Premises to Licensor in accordance with this Agreement; or (B) the Expiration Date. Licensee does hereby authorize Licensor to withhold from the Deposit all amounts allowed by applicable law and the amount reasonably anticipated by Licensor to be owed by Licensee as a result of an underpayment or nonpayment of any Fee(s). Licensor is not required to keep the Deposit separate from Licensor's other accounts.

6.4 Late Fee. If Licensee makes any payment to Licensor other than as and when required by the terms of this Agreement, then (in addition to Licensor's remedies under this Agreement, at law and in equity) Licensee shall pay a late fee equal to \$50; provided, however, the second time within any twelve (12) consecutive month period that Licensee incurs a late fee for the same default, the late fee shall increase to \$100 and thereafter (during same consecutive twelve (12) month period) shall increase to \$300 per occurrence.

SECTION 7 – Default.

7.1 Event of Default. Each of the following events shall constitute an **Event of Default**: (a) Licensee's failure to pay to Licensor any amounts as and when required in this Agreement (a "**Monetary Default**"); and (b) Licensee's failure to cure its default of any other obligation within twenty-four (24) hours of Licensor's written notice; provided, however, if a default is incapable of being cured within such twenty-four (24) hour period, Licensee's inability to effect cure during such period shall not be an Event of Default so long as Licensee commences to cure the default within such twenty-four (24) hour period and thereafter diligently pursues a course of action that will cure the default and bring Licensee back into compliance with this Agreement. However, the second occurrence of a particular Event of Default during a consecutive twelve (12) month period shall be an incurable Event of Default that will empower Licensor to immediately terminate the License and this Agreement and remove Licensee from Licensor's property.

7.2 Licensor's Remedies. Upon the occurrence of an Event of Default, Licensor shall have the option to preclude Licensee's further use of the Premises and/or to prohibit Licensee's entry upon Licensor's property. Neither an Event of Default nor Licensor's exercise of its rights under this Section 7.2 shall excuse Licensee from its obligation to pay the Fees or any other amount required to be paid under this Agreement.

SECTION 8 – Indemnification.

8.1 General. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS CONSIDERATION FOR THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSEE AGREES TO RELEASE, INDEMNIFY, PROTECT, DEFEND WITH COUNSEL MUTUALLY AGREED UPON BY LICENSOR AND LICENSEE, AND HOLD HARMLESS LICENSOR, THE UNIVERSITY OF HOUSTON SYSTEM, AND/OR ANY OF THEIR RESPECTIVE COMPONENT INSTITUTIONS, DIRECTORS, BOARD MEMBERS, REGENTS, TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, EMPLOYEES, LICENSEES, SUCCESSORS AND ASSIGNS ("**INDEMNITEES**") FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, COSTS AND/OR EXPENSES, CONTROVERSIES, CAUSES OF ACTION, LAWSUITS, PROCEEDINGS, INJURIES, JUDGMENTS AND EXPENSES (INCLUDING MEDIATION, SETTLEMENT, ATTORNEY FEES, AND OTHER COSTS OR EXPENSES) (EACH, A "**CLAIM**") IF THE CLAIM: (1) IS RELATED TO BODILY INJURY, SICKNESS, DISEASE, DEATH OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY, INCLUDING ANY LOSS OF USE RESULTING THEREFROM (COLLECTIVELY, "**DAMAGE**"); AND (2) IS CAUSED IN WHOLE OR

*[name of Greek organization]
[name/address of Facility]*

IN PART BY ANY OF THE FOLLOWING: (A) A NEGLIGENT ACT OR OMISSION BY LICENSEE OR ANY PERSON OR ENTITY FOR WHOSE ACTS LICENSEE MAY BE LIABLE (EACH, AN “**INDEMNIFYING PARTY**”); OR (B) THE REFUSAL OR FAILURE TO COMPLY WITH ANY OBLIGATION IN THE AGREEMENT BY AN INDEMNIFYING PARTY; OR (C) VIOLATION OF APPLICABLE LAW(S) BY AN INDEMNIFYING PARTY.

8.1.1 Notwithstanding the foregoing provisions of Section 8.1, Licensee shall not be obligated to indemnify Indemnitees from or against any Claim resulting from legal fault of one or more Indemnitees. In the event Licensor and Licensee and/or an Indemnitee are found jointly liable by a court of competent jurisdiction, liability for the Claim will be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to Licensor under Texas law and without waiving any defenses of the parties under Texas law.

8.2 Intellectual Property. If any material, composition or name to be used or performed under this Agreement is copyrighted, Licensee shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the Licensor or licensee of such copyright. Licensee is fully responsible and liable for any fees, royalties and licensees in connection therewith. LICENSEE SHALL PROTECT AND INDEMNIFY LICENSOR FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, ARISING BY OR OUT OF ANY OF LICENSEE’S USE OF, AND/OR OPERATIONS UPON, THE PROPERTY OR THE USE BY LICENSEE, OR BY LICENSOR AT THE DIRECTION OF LICENSEE, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, LICENSOR SHALL PROMPTLY NOTIFY LICENSEE AND LICENSEE SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, LICENSOR AGREES TO COOPERATE REASONABLY WITH LICENSEE AND SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT LICENSOR’S EXPENSE.

8.3 Survival. The indemnities contained herein shall survive the expiration or earlier termination of this Agreement.

SECTION 9 – Insurance.

9.1 Insurance. Licensee further agrees to purchase at its own expense a (i) Commercial General Liability insurance policy which shall include Licensor as an additional insured on a primary and non-contributory basis providing coverage of not less than \$1,000,000 per occurrence / \$2,000,000 in the aggregate, including public liability, social host liquor liability and property damage naming Licensor as an additional insured. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability – any Cross Liability exclusions or restrictions shall be limited to named insureds only – or terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. (ii) property insurance written on a replacement cost basis in an amount not less than 100% of the replacement cost of Licensor’s contents, including betterments and improvements made by or on behalf of Licensee in, on or about the Premises. Coverage must be written by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company. All policies must contain a waiver of subrogation against Licensor. The Commercial General Liability policy must name Licensor as a primary Additional Insured. Licensee shall be solely and fully responsible for any deductible or self-insured retention.

9.2 Proof of Insurance. Licensee shall deliver one or more certificates evidencing the insurance as required under this Agreement as a condition precedent to the commencement of the Term. No insurance policy required hereunder may be cancelled, terminated, or materially changed or modified without giving ten (10) days’ prior written notice to Licensor. Providing and maintaining insurance coverage is a material term of this Agreement.

SECTION 10 – Miscellaneous.

10.1 Signage. Licensee may not place signage on the Facility or elsewhere on Licensor's property with the exception of non-affixed Greek letters in the Greek Organization's name and colors in accordance with Licensor's policy, including (by way of example and not of limitation) that such signage does not obstruct walkways, windows, or permanent signage, and is in keeping with the aesthetics of Licensor's residential precinct. Upon Licensee's prior written request, Licensor will install signage on the exterior of the Facility in the standard location for such signage, identifying the Greek Organization's name in the standard size, font and color, all as determined by Licensor. If Licensee elects to have signage installed in accordance with the immediately preceding sentence, Licensee will pay to Licensor the cost of removal of the signage upon the expiration of the License Term within ten (10) days after its receipt of Licensor's invoice; provided, however, Licensor shall have the option to apply any balance remaining of the Deposit.

10.2 Internet Access. Licensee shall, and shall require its agents, employees, offices, contractors and invitees to, comply with Licensor's information technology policy including, by way of example and not of limitation, MAPP 10.03.01 (Acceptable Use of Information Resources), MAPP 10.03.04 (Connecting Devices to University Networks), and MAPP 10.05.02 (Information Security Incident Reporting and Investigation).

10.3 No Pets. Pets, including but not limited to mascots, are prohibited within the Facility.

10.4 Abandoned Property. Any property left at Facility by Licensee, its agents, its guests, its patrons, and its invitees shall, after a period of ten (10) days from the expiration or earlier termination of the License Term, be deemed abandoned and shall become property of Licensor to be disposed of or utilized at Licensor's sole discretion.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes, replaces, voids and cancels all prior and contemporaneous understandings and/or oral or written agreements or representations are hereby cancelled and extinguished. Neither party is relying upon any warranty, statement or representation not contained in this Agreement. This Agreement may be modified only by a written agreement signed by Licensor and Licensee.

10.6 Captions. The captions of paragraphs in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

10.7 Governing Law and Venue. This Agreement will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Agreement will be in a court of competent jurisdiction in Harris County, Texas.

10.8 Waivers. No delay or omission by either party in exercising any right or power accruing upon the non-compliance or failure of performance by the other party of any provision of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants, conditions or agreements of this Agreement to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Agreement or of any other covenant, condition or agreement contained in this Agreement.

10.9 Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

10.10 Binding. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective permitted assigns and successors.

10.11 Severability. If any provision of this Agreement is for any reason held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement

and this Agreement will be construed as if such invalid or unenforceable provision had not been included herein.

10.12 New Laws. If there is a change in any laws, rules or regulations affecting the subject matter of this Agreement and enacted after the Effective Date, the parties will enter into good faith negotiations to renegotiate the affected terms of this Agreement.

10.13 Notices. Any notice required or permitted to be given under this Agreement must be in writing and may be served by email, facsimile, or by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable overnight courier for overnight delivery. Notice given as required herein will be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. For purposes of notice, the addresses of the parties will be as follows or to such other address or facsimile number that the parties may designate in writing.

If to Licensor: Don Yackley
Executive Director
Student Housing and Residential Life
University of Houston
4401 Wheeler Street, Room 15J
Houston, TX 77204-3018
Email: dyackley@uh.edu
Fax: 713-743-6063

with a copy to: General Counsel, UHS
University of Houston
311 E. Cullen Building
Houston, Texas 77204-2028
Email: oca@Central.uh.edu
Fax: 713-743-0948

If to Licensee: _____

Email: _____
Fax: _____

with a copy to: _____

Email: _____
Fax: _____

It is specifically acknowledged and agreed that invoices, unlike notices, will be deemed received when delivered or mailed by Licensor to Licensee at the Premises.

LICENSOR: University of Houston

LICENSEE:

By: _____
Dr. Carl Carlucci
Executive Vice Chancellor / Executive Vice
President for Administration and Finance
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Recommended by:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Richard Walker
Vice Chancellor / Vice President
for Student Affairs
Date: _____

By: _____
Don Yackley
Executive Director, Student Housing and
Residential Life
Date: _____

By: _____
Jason Bergeron
Director, Center for Fraternity and Sorority
Life
Date: _____