



**REQUEST FOR USE OF FACILITIES**

*Facilities are available on a nondiscriminatory basis without regard to minority, female, handicapped or veteran status and may not be used by any individual or organization that discriminates in membership or practice against any minority group.*

This is an agreement, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the \_\_\_\_\_, an agency of The Texas A&M University System, hereinafter called \_\_\_\_\_, and \_\_\_\_\_, hereinafter called Requestor.

\_\_\_\_\_ is responsible for the upkeep of facilities and may place additional requirements and limitations on the use of facilities as deemed appropriate. Such additional requirements and limitations are incorporated into this agreement by reference.

This agreement is as follows:

1. Upon the terms and conditions herein expressed, \_\_\_\_\_ grants the use of \_\_\_\_\_, located at \_\_\_\_\_, Texas, to wit:  
  
To be used for the purpose of \_\_\_\_\_ and no other purpose without the written consent of \_\_\_\_\_ together with the right of access to such premises from \_\_\_\_\_ to \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and for a reasonable time before and after said period for the purpose of setting up equipment for use, rehearsal, packing up and removing equipment afterward.
2. Requestor shall not admit to the premises (auditoriums and/or classrooms) a larger number of persons than the seating capacity thereof. The determination of \_\_\_\_\_ on this question shall be final. The expected number attending is \_\_\_\_\_.  
(facilities manager)
3. Requestor shall have the use of the premises for the purpose and term aforesaid, including corridors necessary to accommodate patrons, along with restrooms customarily open to the general public.
4. The right or permission to use said premises is exclusive to requestor except that \_\_\_\_\_ shall have the right at any time to enter any portion of the premises for any purpose whatsoever, and the entire facility, including the premises covered by this agreement, shall at all times be under the charge and control of the \_\_\_\_\_.
5. The use of tobacco products is prohibited in auditoriums and classrooms.
6. Smoking is not permitted in \_\_\_\_\_ buildings.
7. Possession or use of intoxicating liquors on \_\_\_\_\_ property is prohibited.
8. Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on Station property is prohibited.
9. Political activities may be regulated by \_\_\_\_\_ in accordance with the State Appropriations Act and TAMU System Regulation 33.01.01, Political Campaign Events on Property Under the Control of TAMUS.
10. No gasoline, oil, or any other artificial lighting, light plant or electrical equipment shall be permitted in the premises, and no engine, motor or machinery shall be operated on the premises without the prior written consent of \_\_\_\_\_.
11. \_\_\_\_\_ reserves the right to remove from the premises all personal property remaining therein after the termination time for which the premises are requested expires and to store the same wherever it sees fit, at the cost, expense and risk of requestor. \_\_\_\_\_ shall not be liable in any way to requestor on account of so removing and storing such personal property.
12. Requestor agrees to release and hold \_\_\_\_\_ free and harmless from all claims and liability for damages to any person or persons for injuries to any person or persons or property occasioned by or in connection with the use of the premises caused by any source whatsoever. Requestor hereby assumes full responsibility for the character, acts or conduct

of all persons admitted to the premises or to any portion of the premises by \_\_\_\_\_, its agents, employees or other representatives.

- 13. Neither the corridors, passageways, nor exits shall be obstructed by the requestor, nor shall they be used for any purpose other than normal coming or going, except as approved by \_\_\_\_\_.
- 14. Requestor agrees to comply with all relevant laws of the United States, the state of Texas, and ordinances of the local community while using Station facilities.
- 15. Requestor will not post, exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description, inside or outside or any part of the premises, except as authorized by the TAES Resident Director. Requestor agrees to immediately remove all signs, advertisements, show bills, or other materials which are objected to by the \_\_\_\_\_.
- 16. The right to use the premises may not be assigned by the requestor to another person or organization.
- 17. Requestor accepts the premises, its fixtures and equipment, in their present condition and state of repair. All repairs and replacements required to return the premises and its furnishings, fixtures and equipment to their present condition will be at the expense of Requestor upon demand by \_\_\_\_\_.
- 18. \_\_\_\_\_ reserves all rights and privileges for outgoing television and radio broadcasts originating from the \_\_\_\_\_ facility, by an outside party, during the term of the agreement. Should \_\_\_\_\_ grant to Requestor such privilege, \_\_\_\_\_ has the right to require advance payment of any estimated related cost to \_\_\_\_\_ and may also require payment for said privilege. The grant of such privilege must be in writing, and obtained from \_\_\_\_\_ in advance of the broadcast date.
- 19. Requestor shall not install any wire, electrical appliances, plumbing fixtures or pipes without first securing the written consent of the \_\_\_\_\_.
- 20. Requestor agrees to pay reasonable attorney's fee on any amount payable by it under any part of this agreement which must be collected by judicial proceedings.
- 21. \_\_\_\_\_ does not warrant adequate parking.
- 22. This agreement is revocable by \_\_\_\_\_ at any time.
- 23. The following usage fee will be charged to cover facility costs such as utilities: \$ \_\_\_\_\_ per hour.  
N/A \_\_\_\_\_
- 24. The following fee will be charged to cover regular, or overtime, wages of \_\_\_\_\_ staff required to be available during the period of use: \$ \_\_\_\_\_ per hour. N/A \_\_\_\_\_
- 25. In addition to those previously listed, the following fees, refundable or non-refundable, and/or special conditions, shall apply to wit:

WITNESS OUR HANDS IN DUPLICATE ORIGINALS, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE TEXAS AGRICULTURAL EXPERIMENT STATION

By: \_\_\_\_\_ By: \_\_\_\_\_  
(facilities manager) Requestor