

SPECIAL USE FACILITIES
 THE UNIVERSITY OF TEXAS Rio Grande Valley
 Conference and Events Services
 1201 W. UNIVERSITY DRIVE / STUN 2.316AE
 EDINBURG, TEXAS 78539
 956-665-7989

FACILITY USE AGREEMENT #2018-007

This agreement (“Agreement”) is made on **January 24, 2018**, between **Hidalgo County** (“User”) and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas Rio Grande Valley (“UTRGV”), an agency and institution of higher education organized under the laws of the State of Texas.

1. **Licensed Space:** UTRGV owns and operates a facility on the campus of The University of Texas Rio Grande Valley commonly known as Special Use Facilities (“Facility”) and located at **1201 W. University Drive, Edinburg, Texas 78539 and 1 West University Boulevard, Brownsville, Texas 78520**. UTRGV grants to User a license to use the following portions of Facility and its associated parking areas and to receive services from UTRGV on the terms and conditions set out in this Agreement, solely for the purpose of **Hidalgo County Precinct 4 Commissioner Joseph Palacios 2018 Town Hall Meeting** (“Event”):

Facilities:

Edinburg:

- | | | | | |
|---|--|-------------------------------------|---|--------------------------------|
| <input type="checkbox"/> ARHU | Room# | Room# | | |
| <input type="checkbox"/> BUSA | Room# | Room# | | |
| <input type="checkbox"/> CESS | Room# | Room# | Room# | Room# |
| | Room# | Room# | Room# | Room# |
| <input type="checkbox"/> ENGR | Room# | Room# | Room# | Room# |
| <input type="checkbox"/> HPE I | Room# | Room# | | |
| <input type="checkbox"/> HPE II | Room# | Room# | | |
| <input type="checkbox"/> ITT | <input type="checkbox"/> Lobby | <input type="checkbox"/> Board Room | <input type="checkbox"/> International Room | |
| <input type="checkbox"/> LIB Media Theater | | | | |
| <input type="checkbox"/> Library Regency Room | | | | |
| <input type="checkbox"/> MAGC | Room# | Room# | Room# | Room# |
| <input type="checkbox"/> Nursing Auditorium | | | | |
| <input type="checkbox"/> Performing Arts Center | Room# | Auditorium | Room# | Practice Room |
| | Room# | | Room# | Room# |
| <input type="checkbox"/> SBSC | | Room# | | |
| <input type="checkbox"/> SCNE | | Room# | | |
| <input checked="" type="checkbox"/> STUN Theater | | Room# | Room# | Room# |
| | Room# | Room# | Room# | Room# |
| <input type="checkbox"/> UC Ballroom | <input type="checkbox"/> North | <input type="checkbox"/> South | <input type="checkbox"/> All | <input type="checkbox"/> Lobby |
| <input type="checkbox"/> UC Cenizo Room | <input type="checkbox"/> UC Bronc Room | | <input type="checkbox"/> Chapel | |
| <input type="checkbox"/> Visitors Center | Room# | | | |

Outdoor:

- COXT – Orville Cox Tennis Courts
- Health & Kinesiology Courtyard
- Quadrangle (“Quad”)
- Sabinal Plaza
- STAD - Baseball Stadium
- Sundial Plaza
- TRAK – Track & Soccer Field
- UC Circle

Parking:

Lot . The number of spaces allocated to User is .

Other -

The foregoing marked areas and parking facilities are hereafter collectively called the "Facility." UTRGV reserves the right to charge a per car fee for parking and will provide the User information on parking thirty (30) days prior to the Facility Use Period. Parking is on a first-come, first serve basis.

This Agreement does not entitle User or the User's servants, employees, agents, or invitees to occupy, enter, or use any land, improvements, fixtures, personal property, services or employees of UTRGV that are not specifically authorized for User's use under this Agreement.

2. **User's Address:** User's address for notice and all other purposes under this Agreement is:
1051 N. Doolittle Rd.
Edinburg, TX 78542

3. **Facility Use Period:** User may use the Facility for the Event during the following periods and hours:

Start Date: **January 24, 2018**

End Date: **January 24, 2018**

If the Event is for more than one day, the hours of use during each day are_____.

User must not admit to the Facility a larger number of persons than is permitted by applicable law or than can safely and freely move about in the Facility.

4. **Fees:** The following fees are payable by User to UTRGV for the facilities, goods and services to be provided by UTRGV under this Agreement:

Facility Use Fees:

<input checked="" type="checkbox"/> Facility Use Fee (includes custodial and utilities)	\$565.00
<input type="checkbox"/> Set-up Fee	\$
<input type="checkbox"/> Ticket Fee	\$ per ticket
<input type="checkbox"/> Merchandise Sales Fee	15% of gross sales
<input checked="" type="checkbox"/> Administrative Fee	\$30.00
Sub Total:	\$595.00

Staffing Fees: (estimates only)

<input type="checkbox"/> Campus Police (\$30 or \$45 per hour per person)	\$0.00
<input type="checkbox"/> Event Staff	\$0.00
<input type="checkbox"/> Other (Insurance)	\$0.00
Sub Total:	\$0.00

Equipment Fees:

<input type="checkbox"/> _____	\$
<input type="checkbox"/> _____	\$
<input type="checkbox"/> _____	\$
Sub Total:	\$

Expendables Fee:

<input type="checkbox"/> _____	\$
<input type="checkbox"/> _____	\$
<input type="checkbox"/> _____	\$
Sub Total:	\$

Facilities Use Fees:	\$595.00
Staffing Fees:	\$
Equipment Fees:	\$
Expendables	\$
ESTIIMATED TOTAL FEE:	\$595.00

Not less than ten (10) business days before the Start Date, User shall provide UTRGV a fully detailed written description of all Staffing, Equipment and Expendable requirements of User for the Event and all other

information that may be required by UTRGV concerning the Event. UTRGV will give User reasonable notice if any such requested requirement cannot be provided by UTRGV.

5. Staffing and Services Fees: User will be billed for the actual personnel used by UTRGV to perform its obligations under this Agreement. UTRGV reserves the right to utilize outside vendors when needed for labor or services, including, but not limited to, technical personnel and Event staff. Any charges exceeding the Estimated Total Fee shown above ("Estimated Total Fee") will be billed upon conclusion of the Event and are due and payable within fourteen (14) days after presentment of the billing statement.

6. Holdover Fees: If the User has not completely removed all its personal property and vacated the Facility prior to the specified time on the Move-Out Date, User agrees to pay UTRGV for each additional hour or portion thereof User holds over in the Facility, at the rate of \$300.00 per hour. This holdover fee shall be over and above any and all fees and other charges payable by User under this Agreement. If User completes its use of the Facility prior to the end of the Facility Use Period, User is not entitled to a refund or reduction in the Facility Use Fees or the Equipment Fees, but shall be liable only for the actual Staffing Fees UTRGV has incurred or contracted for with third-party vendors.

7. Fee Terms/Promise to Pay: User agrees to pay to UTRGV the Facility Use Fees, the Equipment Fees, the Staffing Fees, the Expendables Fees and all other sums payable by User to UTRGV under the terms of this Agreement as consideration for User's use of the Facility for the Event, which fees and sums are currently estimated to be the amount of the Estimated Total Fee shown above. User agrees to pay **\$260.00** to UTRGV with the return of this signed Agreement on or before **01/22/2018**, as a prepayment against the actual fees, charges and other sums to be payable by User hereunder. The balance of the Estimated Total Fee is payable to UTRGV on or before **01/24/2018**.

User agrees that all fee quotations and estimates in this Agreement are subject to adjustment in accordance with User's actual usage and the provisions of this Agreement. Any changes in the hourly rates for Staff Fees or charges for Expendables between the execution of this Agreement and the Facility Use Period will be effective and payable by the User within fourteen (14) days after written notification of those changes.

A final statement of all Fees, charges and other sums actually payable by User for use of the Facility under this Agreement will be presented to the User within fourteen (14) days following the conclusion of the Facility Use Period. Any amounts owing by User in excess of the amounts previously paid to UTRGV hereunder are due and payable by User to UTRGV within 30 (thirty) days following presentation of such statement. All amounts not paid when due under this Agreement shall accrue interest at 18% per annum from the date due until paid to UTRGV. User agrees to pay UTRGV upon demand all reasonable collection costs (including without limitation attorney fees, costs of suit, court costs and other charges) reasonably incurred by UTRGV in the collection of any amount not paid by User when due.

User agrees to keep and maintain all its financial records pertaining to the Event intact and in good order for a period of four years following the last day of the Event. Without limitation of the foregoing, such records must include an accounting of all funds collected by User in connection with the Event. (Such funds may include, but are not limited to, admission fees, registration fees, donations, and charges for goods and services.) User further agrees, upon reasonable prior notice, to make these records available for inspection by UTRGV and/or the Texas State Auditor in Hidalgo County, Texas during such four year period. In the event that such inspection reveals a discrepancy in the amounts paid or payable hereunder, a final settlement will be made within ten (10) business days after UTRGV notifies User of such determination.

User's obligations under this Section 7 shall survive the expiration or sooner termination of this Agreement.

8. Payment to the University: Payment must be made by money order or check payable to The University of Texas Rio Grande Valley and mailed to the Bursar's Office, 1201 W. University Drive, Edinburg, Texas 78539. No on-site payments or cash will be accepted.

9. Catering and Outside Vendors: User may not directly contract with third party vendors to provide goods or services within the Facility for the Event without the prior written consent of UTRGV.

SODEXO is the in-house caterer for the Facility. All alcohol sales in the Facility must prior approved by the University and catered and managed by SODEXO. If SODEXO elects not to cater all or part of the User's Event, an outside caterer chosen by **Hidalgo County** may be used. If a caterer other than SODEXO is used,

twenty-five percent (25%) of the gross revenue realized by such caterer shall be payable to the UTRGV as an additional charge for use of the Facility. Additionally, such third-party caterer used must purchase, provide and keep in effect during the on-campus service an insurance policy, or rider to an existing policy with the UTRGV naming The University of Texas Rio Grande Valley, The University of Texas System Board of Regents, and their respective regents, officers, employees and agents (jointly and severally, the "UT Parties") as additional insureds and provide coverage in the amount of not less than \$1,000,000 general aggregate for each occurrence, for personal injury (including death) and property damage insuring the User's contractual liability under this Agreement. Such insurance shall be with an insurance company or companies and under policy or policies of a form and substance acceptable to UTRGV.

User acknowledges it is solely responsible for contracting with and paying SODEXO and any third party vendor engaged by User in connection with its use of the Facility under this Agreement. User agrees to indemnify, hold harmless and defend the UT Parties, jointly and severally, against all claims of SODEXO and/or such third party vendors for payments owing for goods and services provided to User by such persons. User's obligation to indemnify and defend the UT Parties shall survive the expiration or sooner termination of this Agreement.

10. Concessions/Merchandising: ~~UTRGV reserves the sole and exclusive right to (i) sell on, in or about the Facility any drinks, food, souvenirs, or other merchandise of any sort (including, but not limited to, programs, flyers, posters, T-shirts and other clothing items, records, cassettes, video tapes, and photographs), or (ii) lease all or part of the concession rights to any party or parties designated by UTRGV. No free samples of any merchandise whatsoever shall be given away by User at the Facility without the prior written consent of UTRGV. _____ percent (_____ %) of all gross sales realized from the sale of drinks, food, souvenirs, and other merchandise in connection with the Event will be payable by User to UTRGV as an additional charge for User's use of the Facility under this Agreement. This includes any and all sales or distributions during the Facility Use Period. User and all other vendors must have all required local and state licenses/permits to conduct sales of goods or services in the Facility.~~

User shall not conduct any solicitation on any property, street, or sidewalk, or in any building, structure, or facility owned or controlled by UTRGV except with the prior written consent of UTRGV and subject to the Regents' Rules and Regulations. "Solicitation" means the sale, lease, rental or offer for sale, lease, rental of any property, product, merchandise, publication, or service, whether for immediate or future delivery; an oral statement or the distribution or display of printed material, merchandise, or products that is designed to encourage the purchase, use or rental of any property, product, merchandise, publication, or service; the oral or written appeal or request to support or join an organization other than a registered student, faculty, or staff organization; the receipt of or request for any gift or contribution; or the request to support or oppose or to vote for or against a candidate, issue, or proposition appearing on the ballot at any election held pursuant to state or federal law or local ordinances.

11. Ticketing/Box Office: UTRGV reserves the sole and exclusive right to handle and control the Event ticket sales through the operation of the Facility box office, for a fee of \$1.00 per ticket sold. If the User wishes to manage a box office independent from UTRGV, prior written approval from the UTRGV Conference and Events Services Office must be obtained prior to the signing of this Agreement. If such permission is granted to User, a notarized ticket manifest produced by an approved ticketing agency shall be forwarded to the UTRGV Conference and Events Services Office not less than 90 days prior to the Event and a fee of \$1.00 per ticket sold will be payable by User to UTRGV for the tickets sold by persons other than UTRGV.

12. Insurance: User agrees to purchase, provide, and keep in effect during the term of this Agreement, and until move-out is completed, an insurance policy, or rider to an existing policy, with the UT Parties named as additional insureds, which will provide coverage in the amount of \$1,000,000 general aggregate for each occurrence, for personal injury (including death) and property damage insuring the User's contractual liability under this Agreement. Such insurance shall be with an insurance company or companies and under forms of policy or policies reasonably acceptable to UTRGV. The following additional insurance coverages and amounts are also required of User for the Event:

Workers' Compensation	Statutory Limits, including waiver of subrogation in favor of UTRGV
Employer's Liability	\$1,000,000
Automobile Liability	\$1,000,000 combined single limit for any owned, non-owned or hired vehicles.

If the User is unable to provide general liability insurance, a temporary policy may be purchased by the User through the University Risk Management Tenants and Users Liability Insurance Policy Program (“TULIP”) to cover for Commercial General Liability for the Facility Use Period. Premium costs are determined based on the nature of the event, the anticipated number of participants, whether alcohol will be served, and the number of days. UTRGV will complete the Tenant User Liability Insurance Policy (TULIP) Application with information provided by the User, and submit it to the University Risk Management Department. User may not enter upon or use the Facility until TULIP coverage is approved. UTRGV will provide the User with the Certificate of Insurance and the cost of the policy. The User will make payment in full at that time to UTRGV, for forwarding to the Risk Manager.

TULIP purchased through the University provides the following coverage:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Damage to Premises Rented to You (Any one premises)	\$ 300,000
Med Expense (any one person)	\$5,000
Personal & Advertising Injury	\$1,000,000
Products-Completed Operations	\$2,000,000
Liquor Liability (if applicable)	\$1,000,000
Terrorism Coverage	\$1,000,000

All requests by User for purchase of coverage in TULIP must be submitted a minimum of 10 business days in advance of the Facility Use Period to allow time for processing the certificate. Higher risk events, as determined by UTRGV in its judgment, require submission 60 days in advance to allow sufficient time for processing. “Higher risk events” include, but are not limited to, the following events and uses of equipment:

Aircraft & Balloon Events	Instructional Classes
Animal Acts/Shows	Marathons
Any event with attendance over 5,000	Mechanical Amusement Devices
Any event with prior losses	Motorized Sporting Events
Armed Private Security at any event	Overnight Camping
Block Parties/Street Closures/Street Fairs	Professional Sporting Activities
Boat Shows	Promoters
Carnivals (with Mechanical Rides)	Pyrotechnics
Circus	Rodeos & Roping Events
Concerts (Rap/Hip-Hop/Metal)	Rummage/Sidewalk Sales
Evangelistic Meetings	Ski Events
Exhibitions	Swap Meets
Film Productions	Tractor Trailer Pulls
Gun & Knife Shows	Trampolines
Halloween – Haunted Houses	War Games/Re-enactments
Inflatables	Water Slides

Purchase of the TULIP coverage by User does not provide any coverage under the Worker’s Compensation, Employer’s Liability or Automobile Liability insurance required above, and User must still obtain and provide such coverages.

User will provide to UTRGV a certificate of insurance attesting the existence of a policy or policies providing coverage described in the preceding paragraph. User also agrees to provide to UTRGV a certified copy of said policy or policies if requested. All certificates of insurance, and certified copies of insurance policies when requested, shall be delivered to The University of Texas Rio Grande Valley’s Conference and Events Services Office no later than ten (10) days prior to start of the Facility Use Period.

13. Security Interest: User hereby grants to UTRGV a security interest under the Texas Uniform Commercial Code in (i) all gross sales receipts realized by User from the sales of tickets, goods and services in the Facility in connection with the Event, and (ii) all personal property of User located in the Facility (collectively, the “Collateral”) to secure payment of (i) all monetary obligations of User to UTRGV under this Agreement and (ii) sales and use taxes payable in connection with the Event. UTRGV is granted all rights of

a "Secured Party" under the Texas Uniform Commercial code. User's address for notice is as set forth in Section 2, above. Without limitation of the foregoing, UTRGV is expressly empowered to hold from all gross receipts generated by Event ticket sales the reasonable estimated amount of all unpaid monetary obligations owing by User to UTRGV under this Agreement. Upon default by User under this Agreement, UTRGV may exercise all rights in the Collateral for such default provided by Texas law and the Texas Uniform Commercial Code.

14. Cancellation by User: Should User cancel the Event covered under this Agreement, all deposits previously tendered by User to UTRGV shall be applied to the fees, charges and expenses incurred by UTRGV under this Agreement prior to the receipt of such notice. Additionally, User agrees to pay to UTRGV a cancellation fee of **\$50.00**.

15. Cancellation by UTRGV: UTRGV may in its sole discretion, upon written notice to User, suspend or terminate User's right to use the Facility upon User's failure to (i) comply with the terms of this Agreement, (ii) following UTRGV's request, demonstrate in a manner acceptable to UTRGV that User possesses financial resources adequate for presentation of the Event, or (iii) demonstrate in a manner acceptable to UTRGV that User is willing and able to adequately perform all required duties and responsibilities related to the Event. Additionally, the parties agree that UTRGV may, as determined by UTRGV in its reasonable judgment, suspend or terminate User's rights to use the Facility for reason of (i) material casualty to the Facility, (ii) the requirements of governmental law and regulation and/or judicial decree, (iii) the preservation of public safety, (iv) events or circumstances beyond the reasonable control of UTRGV, and/or (v) force majeure (as defined in Section 28, below).

16. Signs and Displays: User agrees no signs, messages, or other materials regarding it's use of the Facility will be posted, displayed, distributed, or announced in, or adjacent to, the Facility without the prior written approval of UTRGV. Such materials may not be fastened to any part of the Facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety.

17. Smoking: Smoking is prohibited in the Facility and on the campus of The University of Texas Rio Grande Valley.

18. Broadcast and Recording Rights: UTRGV reserves all rights and privileges for radio and television broadcasts, whether live or transcribed for delayed transmission, and all visual or audio recordings originating from User's Event in the Facility.

19. Copyrights: User must obtain all necessary consents and pay all costs (including without limitation, performing rights and fees) payable as a result of User's use, in conjunction with the Event, of music (including , without limitation, encores) and any other copyrighted material, whether performed by live artists or reproduced from recorded sources. User further agrees to indemnify and hold harmless and defend the UT Parties, jointly and severally, from and against any and all claims, demands, liabilities or suits that may be made or brought against them with respect to the performance of any material used in the Event. This obligation shall survive the expiration or sooner termination of this Agreement.

20. Public Safety: User agrees that at all times it will conduct its activities with regard for public safety, and will observe and abide by all applicable regulations and requests by UTRGV's or UTRGV's representatives or duly authorized governmental authorities. If UTRGV determines that any portion of the Event poses a potential hazard to public safety, the Event may be cancelled or suspended by UTRGV upon notice to User. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access in the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress to or egress from the Facility by the User. User must not block or interfere with access to all utilities in or serving the Facility during User's use of the Facility. User agrees not to bring into the Facility any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person in the Facility which is likely to constitute a hazard to property thereon without the prior, written approval of the UTRGV. UTRGV shall have the right to refuse to allow any such material, substances, equipment, or object to be brought into the Facility and the further right to require its immediate removal there from if found thereon. User may not install or operate any equipment, fixture, or device, nor operate or permit to be operated any engine, motor, or other machinery, or use gas, electricity, or flammable substances in the licensed space except with prior written approval of UTRGV. All electrical, steam, water, and waste water connections must be made by UTRGV's employees or agents. No equipment, device, or fixture may be used which in the opinion of the UTRGV endangers the structural integrity of the Facility or might cause property

damage to the Facility.

User may not install or operate any equipment, fixture, or device, nor operate or permit to be operated any engine, motor, or other machinery, or use gas, electricity, or flammable substances in the Facility except with prior written approval of UTRGV. All electrical, steam, water, and wastewater connections must be made by UTRGV employees or agents. No equipment, device, or fixture may be used which in the opinion of the UTRGV endangers the structural integrity of the Facility.

UTRGV, through The University of Texas Rio Grande Valley's Campus Police Department, agrees to provide security service to the Facility for the Event to the same extent and in the same manner as is provided by such Campus Police Department to other similarly situated buildings on The University of Texas Rio Grande Valley's campus. User agrees to cooperate with The University of Texas Rio Grande Valley's Campus Police Department in all matters including the reporting of suspected security violations. User will immediately report any evidence of security breaches or criminal activity to The University of Texas Rio Grande Valley's Police Department. **NOTWITHSTANDING THE FOREGOING, THE UT PARTIES, JOINTLY AND SEVERALLY, SHALL NOT BE LIABLE FOR, AND TO THE FULLEST EXTENT ALLOWED BY LAW, USER RELEASES THE UT PARTIES, JOINTLY AND SEVERALLY, FROM ANY CLAIM, LIABILITY AND CAUSE OF ACTION FOR ANY INJURY, DAMAGE OR LOSS SUFFERED BY USER, AND/OR USER'S AGENTS, EMPLOYEES, AGENTS AND INVITEES ARISING OUT OF OR RELATED TO THE PROVISION OF SUCH SECURITY SERVICES.**

21. Lasers and Pyrotechnics: User agrees that any use of laser lighting equipment contemplated to be used before, during, or after the Event in the Facility must be first approved as to the equipment and use in writing by UTRGV, the State Health Department, Occupational Safety and Radiation Division, and the State Fire Marshal's Office and/or the UTRGV's Fire Marshal. This condition applies not only to the type of equipment utilized but also to the manner in which it is used. The usages of devices which are of an explosive or flammable nature are not permitted in the Facility.

22. Evacuation of Facilities: UTRGV is primarily responsible for determining whether public safety requires the cessation of the Event and/or the evacuation of the Facility; provided that any such evacuation will be accomplished under the control of UTRGV. User may, following evacuation and with the consent of UTRGV, resume use of the Facility for sufficient time to complete the presentation of its activity without additional Facility Use Fees provided such time does not interfere with use of the Facility by another User or UTRGV. If it is not possible to complete presentation of the Event, the fees and charges payable by User hereunder shall be adjusted as deemed equitable by UTRGV in its sole discretion. User waives any claim for damages or compensation from UTRGV in connection with this Section.

23. Removal of Property: User agrees that all materials pertinent to the Event which are not the property or possessions of UTRGV must be removed from the Facility before the specified time on the End Date. UTRGV is authorized, at the expense of User, to remove and store off-site (either elsewhere on UTRGV's property or with a commercial third party storage facility) at User's expense all materials remaining in the Facility after the End Date. User agrees that the UT Parties shall in no way be responsible for loss, damage, or claims against material removed or stored under this provision. User agrees that UTRGV will have a first lien and security interest in such material for payment of costs accrued for costs of removal and storage.

24. Compliance with Laws and Regulations: User shall comply with all laws of the United States and of the State of Texas, all ordinances of the City of Edinburg, all rules and regulations of the Board of Regents of The University of Texas System, the Handbook of Operating Procedures for The University of Texas Rio Grande Valley, and all rules and regulations of the Facility; and User will require that User's agents, servants, employees, or invitees comply with the same. User is solely responsible for payment of all licenses, permits, fees, registration, taxes, assessments and charges of every kind and character levied or required by federal, state or local law, ordinance or regulation in connection with or because of any act or activity engaged in by User or User's agents, servants, employees or invitees within the Facility and User agrees to protect, indemnify, save, hold harmless and defend UTRGV from any and all liability for same. User must present the event in a manner that achieves full compliance with all applicable provisions of the Americans with Disabilities Act ("ADA"). User shall be responsible for the cost of any personnel, equipment, or services required for compliance with ADA because of the disability of any of User's guests, invitees, officers, agents, employees, or others who are associated with the Event. User's obligations for the cost of personnel, equipment, or services required to comply fully with the ADA includes but is not limited to: (1) the cost for providing signers to communicate verbal content to hearing impaired patrons; (2) the cost for providing assistive devices to

mobility impaired persons; (3) the cost for providing print materials in a form accessible to visually impaired persons. UTRGV will be responsible providing all ADA-compliant physical facilities within the Facility that are required under the ADA because of User's particular use of the Facility.

25. Control of Facility and Right to Enter: In granting User the use of the Facility, UTRGV does not relinquish custody and control thereof and specifically retains the right to enforce any and all appropriate laws, rules, and regulations applicable to the Facility, and representatives of UTRGV may enter the Facility at any time and on any occasion without any restrictions whatsoever. The Facility shall at all times remain subject to the control of UTRGV and its employees and agents.

26. Occupancy Interruptions: In case the Facility are destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this Agreement by UTRGV impossible, then UTRGV may cancel performance of the Event upon written notice to License and User shall be liable to pay only the Facility Use Fees, the Staffing Fees, the Equipment Fees and the Expendables Fees accrued to the time of such termination and User hereby waives and releases any claim against UTRGV for damages or compensation on account of such termination.

27. Retention of UTRGV Privileges: The failure of UTRGV to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of UTRGV's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of User.

28. Force Majeure: Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes attributable to acts of God, strikes, epidemics, war, riot, flood, fire, sabotage, a terrorist event, or any other circumstances of like character; provided, however, that force majeure shall not be applicable to the payment obligations of a party under this Agreement.

29. Indemnity: User agrees to protect, indemnify, save, hold harmless and defend the UT Parties, jointly and severally, from and against any and all claims, demands, and causes of action for any loss or damage to property and injury or death to persons arising directly or indirectly from, or in connection with, the acts and omissions of User and User's employees, officers and agents in the use of the Facility under this Agreement. This obligation shall survive the expiration or sooner termination of this Agreement.

30. Authorized Representatives: The representative of User signing this Agreement warrants that he/she signs as a properly authorized representative of **Hidalgo County** and has the authority to execute this Agreement on behalf of User.

31. Additional Provisions: The following provisions are part of this Agreement, if checked:

Advertising: User agrees that all news releases, handbills, advertisements, television and radio announcements, or other media utilized to inform the public of the Event must carry the following disclaimer: "The use of the Facility on The University of Texas Rio Grande Valley campus does not imply endorsement of the Event or the sponsoring organization by The University of Texas Rio Grande Valley."

Complimentary Tickets: User shall provide UTRGV with _____ complimentary tickets to the Event scheduled for the Facility and date noted above whether or not admission is charged. Tickets provided shall be _____ [Describe nature, location or type of tickets].

Reserved Seating: User agrees that all seating shall be reserved. There will be no exception unless agreed upon in writing by the Building Supervisor not less than 90 days prior to the Event.

32. Event Profit: If the User charges those attending the Event any admission or registration fee, or accepts donations from those in attendance, the User must make a complete account of all funds collected and of the actual cost of the Event and deliver the account to UTRGV within thirty (30) days of the Move Out Date. If the funds collected exceed the actual cost of the Event, the User must remit such excess funds to UTRGV as an additional charge for the use of the Facility within forty-five days of the Move Out Date.

33. State Agency: User acknowledges that UTRGV is a state agency. No provision of this Agreement shall

constitute nor is it intended to constitute a waiver of UTRGV's or the State of Texas' sovereign immunity to suit or limitation to liability under the laws and the Constitution of the State of Texas.

Executed to be effective as of **January 24, 2018**.

UTRGV: The University Of Texas Rio Grande Valley

USER: **Hidalgo County**
Federal ID # _____

By: Letty Benavides
Title: Asst. Vice President for
Campus Auxiliary Services
Date: _____

By: _____
Title: _____
Date: _____

Please remember: User agrees to pay a deposit of \$260.00 with the return of this signed Agreement. The unpaid balance will be due by **01/24/2018**. Any additional charges incurred during the Event will be due no later than 14 days following the Event.

Please return signed agreement and Proof of Insurance to:

Conference and Events Services Office
The University of Texas Rio Grande Valley
1201 W University Drive, STUN 2.316AE
Edinburg, Texas 78539