Texas State University

Research Facilities Use Agreement

This Use Agreement is made and entered into this\_\_\_ day of\_\_\_\_ , 2\_\_\_\_ , by and between Texas State University ("UNIVERSITY) and [insert user name here], ("USER), whose principal place of business is \_\_\_\_\_\_\_\_, telephone:\_\_\_\_\_\_\_\_\_\_\_ , and fax number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Whereas UNIVERSITY owns and operates, or lawfully controls the use of, the property ("PROPERTY) described below, and USER desires to use this PROPERTY, UNIVERSITY agrees to make this PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use

PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

1. **PROPERTY:** (include building(s) and room number(s) or other applicable description):

Date(s) of use:

Time(s) of use:

Purposes of use:

1. **FEES**

**2.0**  USER agrees to pay the sum of $ \_\_\_\_\_\_\_\_\_\_\_as a fee for the use of PROPERTY. This fee is due on or two business days before the day of the use, whichever is sooner. This payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.

**2.1** In addition to the fee described above, USER will be responsible for paying any expenses incurred by USER or UNIVERSITY in support of or as a result of the use. Such expenses may include cleaning costs, security costs, parking fees, and setup and takedown costs. A detailed cost estimate is attached (Exhibit A).

**2.2** Expenses will be charged as soon as possible after the conclusion of the use and payment shall be due on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **DAMAGES AND REPAIRS**

The USER agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the UNIVERSITY.

1. **INSURANCE**

 USER shall secure at its own expense and keep in effect during the term of this Agreement:

**4.1** commercial general liability insurance with a minimum limit of $1,000,000 per occurrence, and $2,000,000 products/completed operations aggregate and $2,000,000 annual aggregate for Bodily Injury and Property Damage, including contractual liability and

**4.2** auto liability insurance with a minimum limit of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

 **4.3** University and its officers and employees shall be included as an additional insured in said insurance policy. Before work under this Agreement is commenced, the User shall furnish to The Office of the Associate Vice President for Research certificates of insurance as evidence of the insurance coverage required by this Agreement. The certificates shall provide that the insurance company will give a thirty (30) day notice to the officer designated above if the insurance is canceled or materially changed.

1. **COMPLIANCE**

The USER agrees to use and occupy the FACILITY in accordance with all UNIVERSITY policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes.

1. **ABANDONED PROPERTY**

Any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the UNIVERSITY to be disposed of or utilized at UNIVERSITY'S sole discretion.

1. **PERSONAL**

This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of UNIVERSITY.

1. **FORCE MAJEURE**

If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, the UNIVERSITY and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the UNIVERSITY.

1. **TERMINATION**

The UNIVERSITY may terminate this agreement at any time in its discretion. If the UNIVERSITY terminates because USER has violated the terms of this agreement, the USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by the UNIVERSITY shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by the UNIVERSITY.

1. **INDEMNIFICATION**

**9.0** The UNIVERSITY shall have no responsibility for the safety or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the UNIVERSITY for any and all liabilities for any loss, injury, or damages to any such property.

**9.1** USER will indemnify and hold Texas State and those acting on its behalf, including volunteers, agents, and employees, harmless from all claims for injury to or death of any person or damage to property arising from USER’S obligations under this agreement, regardless of whether a claim is caused in whole or in part by Texas State's negligence. USER intends to indemnify Texas State and those acting on its behalf from the consequences of their own negligence, whether that negligence is the sole or a contributing cause of the death, injury, or damage.

**9.2** USER will indemnify and hold Texas State and those acting on its behalf, including volunteers, agents, and employees, harmless from all claims for injury to or death of any person or damage to property arising from USER’S obligations under this agreement, regardless of whether a claim is caused in whole or in part by Texas State's negligence. USER intends to indemnify Texas State and those acting on its behalf from the consequences of their own negligence, whether that negligence is the sole or a contributing cause of the death, injury, or damage.

**10. DISPUTES**

 Any disputes shall be resolved using Texas Government Code Chapter 2260.

1. **NOTICES**

All notices shall be submitted as follows:

USER Authorizing official: Billy C. Covington,

USER AF Title: Associate Vice President for Research

Address: 601 University Dr., JCK 489

 San Marcos, TX 78666

Phone: 512-245-2314

Fax: 512-245-3847

E-mail: bc18@txstate.edu

1. **WHOLE AGREEMENT**

This writing contains the whole and complete agreement between the UNIVERSITY and USER.

1. **SEVERABILITY**

The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

1. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas.

This agreement is executed by the parties on the first date appearing above.

**USER University**

 **Read and approved:**

