

FACILITY USE AGREEMENT

The University of Texas at Dallas Activities Center

This Facility Use Agreement (the "Agreement") is made by and between The University of Texas at Dallas (the "University") and the USER indicated on the Letter of Confirmation (the "Letter") for the times and dates indicated therein.

1.0 Grant of License

Subject to the terms and conditions of this Agreement and in consideration of payment of the fees and performance of other obligations set forth herein, the University hereby grants to USER a license to use Recreational Sports Facilities on the campus of the University. This license is further subject to USER's signing the Letter of Confirmation made part hereof and USER's compliance with all requirements and policies of the University set forth in the Activity Center Fees and Procedures.

2.0 Term of Use

2.1 USER shall be permitted to use the specified area for the times indicated in Letter for the purpose stated therein. The University shall make the Recreational Sports Facility available to USER at the time specified in the Letter for any set-up procedures required for the event.

2.2 Time shall be of the essence for this Agreement, and the period of time granted shall not be extended for occupancy or use of the Recreational Sports Facilities or for installation or removal of equipment without written permission from the University's agent.

3.0 Use Fee

USER shall pay the fee specified in the Letter to the University for use of the Recreational Sports Facilities during the specified period. USER shall pay the use fee and any other payments due under this Agreement by check payable to: The University of Texas at Dallas and delivered to the attention of the Facilities Manager of the Activities Center.

4.0 Non-refundable Deposit

4.1 If USER fails to hold the event described in this Agreement at the agreed time, USER shall not be entitled to a refund of any deposit paid to the University.

4.2 The University shall return the deposit if the event is cancelled by the University.

5.0 Concessions and Catering

All concession and catering rights for the University are reserved to the University. All catering concession sales must be arranged with the University, in accordance with the terms stated in the Letter.

6.0 Compliance with Laws

USER shall comply with all laws, ordinances and rules of University, the Board of Regents of The University of Texas System, the State of Texas and the United States, that are applicable to the use of the Recreational Sports Facilities. User shall pay all taxes, if any, imposed by law in connection with its use and occupancy of the Recreational Sports Facilities.

7.0 Advertising and Selling

7.1 No advertising or other item shall be placed or posted on walls or doors in or about the Recreational Sports Facilities without the prior written permission of the University's agent. Displays and exhibits may be permitted according to stipulations contained in the Letter. The University's name shall not be used to suggest co-sponsorship or endorsement of any activity, except with the prior written approval by the University's agent.

7.2 USER shall not sell or cause to be sold any programs or other items in or about the Recreational Sports Facilities, except on terms and conditions established by University. Solicitation of donations is prohibited on the premises of the Activities Center.

7.3 USER shall not make audio or video recordings or televise or broadcast the event or any portion thereof without the University's agent approval in writing.

8.0 Maximum Capacity

USER shall not admit a larger number of persons than can safely and freely move about in the Recreational Sports Facilities. The University shall notify USER of the recommended capacity of the Facility and the decision of the University's agent concerning questions arising under this paragraph shall be final.

9.0 Defacement and Damage

USER shall not injure, mar or in any way deface the Facility and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or defaced. USER will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the Facility and will not make or allow to be made any alterations of any kind therein. USER is responsible for any costs related to repair of damages caused during usage.

10.0 University Equipment

USER shall not use University's equipment, tools or furnishings, located in or about the Recreational Sports Facilities, without the prior approval of the University's agent.

11.0 Additional Users

USER understands and agrees that during the term of this Agreement there may be other events taking place in other parts of Recreational Sports Facilities not covered by this Agreement. USER shall conduct its activities so as not to interfere with other events.

12.0 Parking Facilities

The University shall make the existing parking facilities at the Recreational Sports Facilities available for the vehicular traffic and parking necessitated by USER's use of the Facility, on a non-exclusive basis.

13.0 Violations

If at any time the use of the Facility by USER violates the Rules and Regulations of the Board of Regents, an applicable ordinance or law of the City of Richardson, County of Collin, State of Texas or the United States of America, USER shall either cease and desist from continuing such use or shall surrender the Facility forthwith upon demand of the University's agent.

14.0 Indemnification

USER SHALL INDEMNIFY AND HOLD UNIVERSITY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, SUIT, OR PROCEEDING ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, AND USER SHALL INDEMNIFY UNIVERSITY, ITS OFFICERS AND EMPLOYEES FOR ALL EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED IN DEFENDING SUCH CLAIMS.

15.0 Insurance

USER shall obtain at its own cost public liability insurance to cover USER's use of the Facility for its scheduled function in the sum of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each person injured or killed and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence for the injury or death of one or more persons, and property damage insurance in the sum of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each occurrence, and naming University as an additional insured there under. USER shall, at the time execution of this Agreement, furnish the University with a copy of said insurance policy or a certification that such insurance has been issued.

16.0 No Assignment

USER shall not assign or transfer any of its rights under this Agreement without the prior written consent of the University. USER herein is an independent contractor and not the agent or employee of the University.

17.0 Smoking and Alcohol Restrictions

By this Agreement, the University grants to USER no greater rights than expressly stated herein and specifically denies any right to USER of possession or occupancy which would be in violation of state law, or the Rules and Regulations of the Board of Regents of The University of Texas System. Smoking is not permitted indoors or in immediate proximity of entries in the Recreational Sports Facilities. Dispensing and consumption of alcoholic beverages is prohibited on University grounds.

18.0 Right to Enter

In permitting the use of the Facility described herein, the University does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any

and all laws, rules and regulations applicable thereto. All portions of the Recreational Sports Facilities will at all times be under the charge and control of the University. The University's agent or other authorized representatives of the University may enter upon the Facility at all times to make inspections to ensure compliance with this agreement.

19.0 Force Majeure

If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulation of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions or emergencies, or other similar or dissimilar causes beyond the control of the obligated party, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform the obligations that were so prevented or infeasible.

20.0 Notice

Any notice to be delivered under this Agreement shall be deemed received on the third day after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the University at the address indicated below or USER at the address indicated in the Letter.

University Representative:

Director of Recreational Sports
Activities Center
The University of Texas at Dallas
Box 830688
Richardson, TX 75083-0688

21.0 Entirety and Amendment

This Agreement, along with the Letter, embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. All proposals, negotiations, notices, and representations concerning matters covered by this Agreement are merged in this instrument and no amendment or modification hereof shall be valid evidenced in writing and signed by authorized representatives of University and USER.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified in the Letter. The signatures of the University's agent and the USER's agent on the Letter affirm acceptance of the terms stated in this Agreement.