



SPACE REQUEST FORM

Space is not reserved until you have received a confirmation from the Recreation Center.

Sponsoring Organization/Dept: _____

Person(s) Responsible: (Please Print) _____ Driver License #: _____

Student ID#: _____ Address: _____

City, State, Zip: _____

Phone: (____) ____-____ Fax: (____) ____-____ Email: _____

Which room(s)/area(s) are you requesting? Playing Fields: O'Conner 2 3 4 5 6

Main Gym 1 _____ Main Gym 2 _____ MAC Gym _____

Multipurpose Rm 1 _____ Multipurpose Rm 2 _____ Multipurpose Rm 3 _____

Dance Studio _____ Classroom 160A _____ Classroom 220 _____

Competition Pool _____ Recreation Pool _____ Outdoor Basketball Court(s) _____

Racquetball Court(s) _____ Squash Court(s) _____ Tennis Court(s) _____

1st choice date(s): _____ 2nd choice date(s): _____

If more than one date or time is requested, please provide them on a separate sheet.

Start Time: _____ End Time: _____

Estimated Attendance: _____ Type of Function: _____

****Setup, take down, and preparation time must be within the Start Time and End Time****

Will food be provided at this event? ___Yes ___No Will alcohol be served at this event? ___Yes ___No

At any event where alcohol will be served, the hosts must complete and return an Alcohol Beverage Policy Form to the Assistant Dean, Student Judicial Programs. This form must be completed at least one week prior to the event. The Assistant Dean has the right to deny approval if not given sufficient notice. More information is available from http://www.ruf.rice.edu/~stact/SOHB/som_alcohol.html

NOTE: All facilities must be returned to their original condition. If a facility is not returned to its original condition, the event sponsor will be liable for expenses related to the cleaning and or repair of the facility.

AV/Tech Equipment Requested: Overhead _____ TV/VCR _____ Other _____

Requested by: _____ Signature: _____

Phone: _____ Date: _____

FOR OFFICE USE ONLY

Charge for use of facility: \$ _____ Advanced deposit: \$ _____

Admission being charged: YES NO N/A

Approved Student Organization: YES NO N/A

Petition for fundraising approved: YES NO N/A

Organization charges approved: YES NO N/A

Approved by Recreation Center Rep: _____ Date: _____

**RECREATION CENTER
FACILITIES LICENSE AGREEMENT**

THIS FACILITIES LICENSE AGREEMENT (this "Agreement"), dated as of _____, is made and entered into by and between WILLIAM MARSH RICE UNIVERSITY, a Texas non-profit corporation ("Rice"), and _____ ("Licensee"), with reference to the following:

A. Licensee desires to use certain facilities on the Rice campus for the purpose of conducting _____; and

B. Rice desires to grant Licensee the right to such use and subject to the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Rice and Licensee agree as follows:

1. License. Rice licenses to Licensee, and Licensee licenses from Rice, the right to use designated facilities (the "Facilities") for the purpose of Licensee's event (the "Event"). The exact dates and times Licensee is to use the Facilities for the Event shall be mutually agreed upon by the parties. Licensee shall coordinate with Rice's Recreation Department with respect to scheduling use of the Facilities and fees.
 - 1.1 Permitted Use: Compliance with Law. Licensee shall use the Facilities solely for the Event and in accordance with the terms and provisions of this Agreement. Licensee shall not use, or suffer or permit any use of, the Facilities, for any purpose or in any manner other than as contemplated by this Agreement. Licensee represents and warrants to Rice that Licensee, and the employees, contractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not), shall comply with all applicable federal, state and local statutes, rules, regulations, codes, ordinances and policies.
 - 1.2 No Alcoholic Beverages, Bottles, Cans, Weapons or Other Dangerous Objects. Licensee shall ensure that no alcoholic beverages are sold or distributed at the Event without prior written approval. If approved the licensee will adhere to the policies of TABC and Rice University. Licensee shall ensure that no bottles, cans, weapons or other potentially dangerous objects of any kind are admitted to the Facilities.
 - 1.3 Relationship of the Parties: Name Use: Signage. Nothing in this Agreement, nor any performance hereunder, shall be construed to create a partnership, joint venture or relationship of agency or employment between Rice and Licensee, and Licensee shall not imply any such relationship in any promotion, advertisement, solicitation or other communication in connection with the Event. Licensee shall not use or provide Rice's name or logos in any manner or media in connection with the Event without the prior approval of Rice. Licensee shall not erect any signs, banners or displays on or about the Facilities without the prior approval of Rice.
2. Fees. As consideration for the use of the Facilities under this Agreement, Licensee shall pay Rice a rental fee, which sum shall be payable by Licensee, without any offset or deduction, at such time and place as may be mutually agreed upon by the parties, but in no event later than 30 days after the date of Rice's invoice therefor.
3. Expenses. Licensee shall be solely responsible and liable for all costs and expenses necessary or incidental to the use of the Facilities or the Event. In addition, and as appropriate, Licensee shall reimburse Rice for any and all costs and expenses incurred by Rice in connection with the use of the Facilities as needed for equipment and facility preparation. Each such reimbursement shall be payable,

without any offset or deduction, at such time as may be mutually agreed upon by Rice and Licensee, but in no event later than 30 days after the date of Rice's invoice therefor.

4. Taxes. Licensee shall be solely liable and responsible for any federal, state or local taxes or fees arising in any way in connection with the use of the Facilities or the Event. Licensee shall pay, prior to delinquency, any such taxes or fees in full, and such payment shall not be credited against any other amount payable by Licensee to Rice hereunder. In addition, Licensee shall be solely responsible and liable for punctually filing any and all documentation relating thereto and shall comply with all applicable statutes, rules, regulations and policies regarding the payment thereof.

5. Indemnification: Insurance.

5.1 Indemnification. Licensee shall indemnify, hold harmless, protect and defend Rice and its trustees, officers, employees, representatives, agents and affiliates (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, bodily injury, sickness, disease or death, or loss of or damage to property), directly or indirectly arising out of or in connection with the use of the Facilities or the Event. Licensee's indemnification obligations under this Section 5.1 shall apply whether the Indemnified Matters are due to the concurrent fault or negligence of the Indemnified Parties or others, and Licensee's defense obligations under this Section 5.1 shall be with attorneys approved by Rice. Notwithstanding anything in this Agreement to the contrary, Rice undertakes no obligation whatsoever for the safety or security of any person, including, but not limited to, Licensee, or any of the employees, contractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not).

5.2 Insurance. Licensee shall obtain, at Licensee's sole cost and expense, insurance coverage for Licensee's use of the Facilities for the Event with such insurers, terms and other provisions as shall be mutually agreed upon by Licensee and Rice. Licensee shall coordinate such insurance matters with Rice's Risk Manager. At Licensee's request, Rice will assist Licensee in obtaining such insurance coverage. The insurance requirements imposed by this Section 5.2, or Rice's approval or assistance in connection therewith, shall not in any way negate or otherwise limit Licensee's indemnification obligations set forth in Section 5.1 above.

6. Condition of Facilities.

6.1 At Delivery. Rice makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, the Facilities, as built or maintained, for any aspect of Licensee's intended use. Accordingly, Licensee acknowledges and agrees that Licensee has made an adequate investigation and inspection of the Facilities and its own determination regarding the suitability thereof for Licensee's intended use. Licensee further acknowledges and agrees that the Facilities are generally older facilities, are not considered state of the art, and shall be delivered by Rice to Licensee "as is", "where is" and "with any and all faults", and without any representation or warranty of any kind (express or implied), including, but not limited to, warranties as to merchantability or fitness for the use thereof for any particular purpose, and shall be used by Licensee for the Events at Licensee's own risk.

6.2 Preservation. Licensee, and the employees, contractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not), shall not (i) cause or permit to be caused anything whereby the Facilities are damaged, marred or defaced, (ii) drive or permit to be driven any stakes, spikes, nails, screws or hooks in any part of the Facilities, or (iii) make or allow to be made any alteration of any kind to the Facilities.

6.3 Damage. Licensee shall return the Facilities to Rice after the Event in the same condition as when received, and shall reimburse Rice upon demand for any and all costs, expenses, charges or fees incurred in the repair or replacement of damage to the Facilities as a result of the acts or omissions of Licensee, or the employees, contractors, agents, representatives, participants, invitees or attendees of Licensee or the Event (whether paid or not), including, but not limited to, the repair or replacement of any damaged playing surfaces. Licensee understands and agrees that any replacement of the playing surfaces may require replacement of the entire playing surface for safety, playing or aesthetic reasons.

6.4 Destruction, Condemnation or Taking. In the event that the Facilities are wholly or partially destroyed, condemned or taken for public use, and either party reasonably believes that the Event should not be held then such party may elect to terminate this Agreement by written notice to the other party. In the event of any such termination, neither party shall have any liability to the other party, either on account of the unavailability of the Facilities, or the failure to hold the Event there. Rice alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such destruction, condemnation or taking, and no part thereof shall accrue or be payable to Licensee.

7. Miscellaneous.

7.1 Power and Authority: Due Authorization: No Conflict: Enforceability. Each party represents and warrants to the other party that (i) it has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized and do not and shall not conflict with any agreement or instrument to which such party is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Entire Agreement: Severability: Further Assurances. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter hereof. In the event any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

7.3 No Assignment: No Amendment: No Waiver. This Agreement (i) may not be assigned, or otherwise transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or otherwise modified, by course of conduct or otherwise, except in writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act or any subsequent act constituting the same.

7.4 Survival: Remedies Cumulative. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 5.1 above shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this

Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition any such other rights and remedies available at law or in equity.

- 7.5 Governing Law: Jurisdiction and Venue: Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party (as determined by the authority before whom such proceeding is commenced) shall be entitled to recover reasonable attorneys' fees and costs as may be incurred in connection therewith in addition to any such other relief as may be granted.
- 7.6 Headings: Counterparts. The section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Barbara and David Gibbs Recreation Center Policies

The licensee agrees to the following terms and conditions in regards to all use within and of all Barbara and David Gibbs Recreation Center facilities and properties. Any term, and or condition disregarded or not adhered to will be considered as Breach of Contract. Loss of or limited use of rental space may result if contract is breached.

1. All persons making use of the licensed facility or property will abide by all Recreation Center policies and procedures throughout the entire duration of the license.
2. The times, dates, and durations requested on the Recreation Center Request form are subject to Recreation Center approval and are not authorized until done so by the Recreation Center. Submission of a Facility Request does not ensure or guarantee use of any Recreation Center facility or property.
3. The licensed facility or property is only available to the licensee for the times, dates, and durations specific to, and indicated on the authorized Recreation Center request form. Rental group may only use the approved space requested for the activity agreed. **Time and space used above and beyond what is approved will result in overtime charges for facility, staff and cleanup.**
4. All users must use approved access methods in order to gain entrance into the facility. For one day events the event organizer(s) will be required to furnish wristbands and an approved list of attendees at least 1 business day in advance of the event. Recurring events, where the participants are 17 years of age or older, users must have a Rice University ID sold by the police department. In order for the participants to apply for an ID an approved roster must be supplied to the Customer Relations Specialist no later than 5 business days in advance of the start of the event. For recurring events, where the participants are 16 years of age or less, the users must have an approved name badge furnished by the event organizer(s) and a list of participants must be sent to the Customer Relations Specialist no later than 1 business day before the event. No participant will be allowed access without an ID.

- As consideration for the use of the Facilities under this Agreement, Licensee shall pay Rice a rental fee, which sum shall be payable by Licensee, without any offset or deduction, at such time and place as may be mutually agreed upon by the parties, but in no event later than thirty (30) days after the date of Rice's invoice therefore. Facilities can be placed on hold for five (5) business days, after which the Recreation Center must receive a non-refundable deposit equal to 50% of the total cost, which will be applied toward the total amount. Full payment is due no later than 30 days prior to the event. Failure to pay-in-full within the said timeline will result in lose of the reservation. Any additional charges assessed after the event will be due within thirty (30) days of billing.

CANCELLATIONS: No refunds are provided if the event is cancelled less than thirty (30) days prior to the event. Pool lane rental groups may increase or decrease the number of lanes no later than (7) days prior to the rental, in writing to the Customer Relations Specialist and upon approval.

- All Recreation Center facilities and properties must be left and or returned as they were prior to the licensee taking possession. **THE LICENSEE IS RESPONSIBLE FOR ANY CLEANUP OR DAMAGE** incurred during their time allotment and will be charged all fees associated with returning the facility to the original state.
- The Recreation Center is not responsible, negligent, or liable for any personal damage or injury including; catastrophic injury, death, or paralysis.
- The licensee must purchase liability insurance to cover a minimum of \$1,000,000. The insurance policy may be purchased through Rice University. A copy of the insurance policy must be submitted to the Recreation Center at least thirty (30) days prior to the licensed date(s). If the insurance policy is not received by the stated time the license becomes void.
- Individuals using any of the Recreation Centers facilities and properties due so at their own risk. The Recreation Center is not responsible for any lost or stolen items.

By signing this document you acknowledge that you have read, understood and will abide by the Barbara and David Gibbs Recreation Center policies and Facilities License Agreement. As well, you approve the dates, times and charges for the facility requested as listed above.

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Agreement as of the date first written above.

WILLIAM MARSH RICE UNIVERSITY

LICENSEE

Sign By _____

Print _____

Title _____

Date _____
