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**FACILITIES USE AGREEMENT**

This Facility Use Agreement (“***Agreement***”) is entered into effective as of *insert date*, by and between **The University of Texas at San Antonio** (“***UTSA” or “University”*)**, an institution and agency of higher education organized under the laws of the State of Texas, and *insert licensee name* ("***Licensee***").

1. **Space**: On the terms and conditions of this Agreement, UTSA grants to Licensee a license to use specific areas on UTSA’s premises described in the attached and incorporated **Exhibit A** (the “***Space***”), solely for the purpose of conducting the event describedbelow(the "***Event***").

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This Agreement does not entitle Licensee or Licensee's contractors or guests to use any other portion of UTSA’s premises other than the Space.

1. **Use Dates and Times**: Licensee may use the Space during the following times (“***Use Period***”):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Event | Date(s) |  | Time(s) |  |
| Move In | Date(s) |  | Time(s) |  |
| Move Out | Date(s) |  | Time(s) |  |
| Attendance Estimate |  |

**3. Goods and Services.** In connection with the license of the Space, UTSA agrees to provide to Licensee for the Event the equipment, personnel, set-up and other goods and/or services (collectively, the “***Goods and Services***”) described on the Fee Worksheet attached and incorporated as **Exhibit B**, at the charges set forth in **Exhibit B**. If Licensee subsequently desires to modify the nature or quantity of Goods and Services for the Event, Licensee acknowledges that (i) such modifications must be negotiated with UTSA and that charges payable by Licensee to UTSA may change to reflect any agreed modifications; and (ii) UTSA, in its sole discretion and in light of the then current circumstances at the time of Licensee’s request for a modification of the Goods and Services, may decline to accept the requested modifications and/or may request payment for any Goods and Services already arranged by UTSA that Licensee no longer desires for the Event. With the prior written consent of UTSA, Goods and Services may be provided for the Event by third party service providers, as described in **Exhibit B**.

**4. UTSA Police Department and Security Requirements.** UTSA reserves the right to determine and assign the minimum number of security personnel required for Event. Licensee agrees to pay for these services. UTSA may from time to time prior to the Event modify the number and hours of security personnel as UTSA deems required in light of the scope and nature of the Event. Licensee will be notified of any such changes. Licensee agrees to pay for any increase in fees arising from such changes prior to the Event Date, and UTSA agrees to credit or reimburse any reduction in fees arising from a decrease in such fees. The UTSA Police Department does not enforce Licensee’s restrictions on Event access or provide personal security services.

If UTSA determines that the size and scope of the Event requires third-party security personnel in addition those provided by UTSA Police Department, Licensee will be required to contract with an outside agency for additional law enforcement officers or other security personnel as the UTSA Police Department deems required. UTSA reserves the right to approve/disapprove the additional law enforcement officers and other security personnel.

**5. Insurance**. Licensee will need to have the insurance coverages required by University in effect, issued either through a third-party insurer or the University TULIP (Tenant User Liability Insurance Program), prior to entering onto or using the Space. The required coverage may vary depending on the Event and the intended use of the Space. University’s decision on the required insurance coverage for any Event is final and solely determined by University. All third-party insurance must be on a per occurrence basis and through an insurance company(ies) authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A- or better, and under forms of policy or policies reasonably acceptable to University, name University as an additional insured (where applicable), and contain waivers of subrogation of form approved by University. All insurance coverage is at the sole cost of Licensee, and must be kept in effect during the term of this Agreement and until move-out is completed.

The required insurance coverages for Events are as follows:

|  |  |
| --- | --- |
| General Liability | $1,000,000 general aggregate for each occurrence, for personal injury (including death) and property damage |
| Worker’s Compensation | Statutory limits, including waiver of subrogation in favor of University |
| Employer’s Liability | $1,000,000 |
| Automobile Liability | $1,000,000 combined single limit for any owned, non-owned or hired vehicles |

5.1 **TULIP:** If Licensee wishes to use University TULIP, Licensee must submit a request to University at least 14 business days before the Event. (Events determined by University to be higher risk may require earlier submission.)Once Licensee pays University in full for TULIP coverage, University will provide the Licensee with a Certificate of Insurance. TULIP coverage does not provide any Worker’s Compensation, Employer’s Liability or Automobile Liability insurance, and Licensee must obtain and provide any such coverage desired by Licensee for the Event. TULIP coverage purchased through University provides the following coverages:

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

Purchase of TULIP coverage does not relieve Licensee of its obligations under Section 11 below.

**6. Payment Terms**: As consideration for the use of the Space and any Goods and Services requested by Licensee, Licensee will pay UTSA the following:

(a) **Deposit**. $ half of the Space Use Fee.

(b) **Space Use Fee**. $ for the license to use the Space for the Event.

(c) **Goods and Services Fee**. $ for the Goods and Services.

(d) **Tulip Insurance Fee**. $ for TULIP insurance described above, if requested.

Licensee will submit the Deposit immediately upon full execution of this Agreement. The Deposit is nonrefundable following full execution of this Agreement.

The Space Use Fee balance and the Goods and Services Fee are payable in full to UTSA on or before two weeks prior to the Event.

The Tulip Insurance Fee (if utilized) is payable in full to UTSA within ten days following billing by UTSA, but in all events prior to Licensee’s first use and occupancy of the Space under this Agreement.

All fees shall be sent to UTSA at the location (which may be a physical address or an electronic method) as specified by the University Representative designated in Section 16.

All payment obligations of Licensee under this Agreement will survive the expiration or sooner termination of the Use Period, except as otherwise expressly provided in this Agreement.

**7.** **Rules and Regulations**. In its Use of the Space for the Event, Licensee agrees to abide by the terms and conditions set forth in the attached and incorporated **Exhibit C**.

**8. Use of Alcohol**. License will not provide or use any Alcohol at the Event or anywhere on University’s premises unless the use of Alcohol on University’s premises is specifically approved in writing (Email acceptable) prior to the Event by the University Representative defined below. If Licensee desires to provide or allow alcohol at the Event and University approves the use of alcohol at the Event, Licensee must comply with the alcohol provisions and requirements set out in **Exhibit C**.

**9. Cancellation**

10.1 **Cancellation by Licensee**: Licensee may cancel the Event for any reason by giving written notice to the University Representative (ref. Section 13) up to 90 days prior to the Event. The deposit may be applied to a rescheduled event that is rescheduled to occur within 12 months of cancellation notice. Failure to reschedule the Event forfeits the deposit. If Licensee cancels the Event between 14 – 90 days prior to the Event, Licensee will forfeit the deposit. If Licensee cancels the Event less than 14 days prior to the Event, Licensee will forfeit the deposit and must pay the balance of the Space Use Fee. In all cases of a cancellation of the Event by Licensee, Licensee will reimburse University upon demand for any costs already incurred by University to prepare for the Event. Additionally, for any cancellation where University has contracted with outside parties to provide all or part of the Goods and Services requested by Licensee, Licensee will reimburse University upon demand for all claims, costs and cancellation fees reasonably incurred by University in terminating such third-party contracts.

10.2 **Cancellation by UTSA**: UTSA may, upon notice to Licensee, modify, limit or cancel the license granted Licensee under this Agreement in the event that (i) Licensee breaches the provisions of this Agreement and does not promptly cure such breach upon demand by UTSA; (ii) UTSA, in its judgement, determines that casualty, public emergency, terrorism, acts of God, threats to the public safety, interruption of required utility services, or other similar causes beyond the reasonable control of UTSA make it unreasonable for the Event to proceed as scheduled; or (iii) Licensee fails to demonstrate in a manner acceptable to UTSA, in its sole judgment, that potential issues involving the safety or health of participants in the Event have been adequately addressed by Licensee. In the event of cancellation by UTSA under subsection (ii) of the foregoing, UTSA shall refund any fees for the Event previously paid by Licensee to UTSA, less any charges for Goods and Services delivered to Licensee prior to or in connection with the cancellation. **By signing this Agreement, Licensee waives any claim of damages or compensation from UTSA arising under subsection (ii).**  In the Event of cancellation under subsections (i) or (iii), Licensee shall remain liable for all costs fees and charges incurred by Licensee under this Agreement, less a credit for all costs that UTSA may save by reasonable efforts to return or cancel the Goods and Services ordered by Licensee.

**11. Responsibility for Damages**.Licensee is responsible for any and all damages caused to any UTSA property arising from or attributable to the acts and omissions of the Licensee and its Service Providers and guests. Licensee agrees to reimburse UTSA upon demand for all reasonable costs for repairing or replacing all University property so damaged. **LICENSEE AGREES TO REIMBURSE, JOINTLY AND SEVERALLY, THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT SAN ANTONIO AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES (“*UTSA PARTIES*”) FOR ALL CLAIMS, CAUSES OF ACTION, AND JUDGMENTS FOR THE INJURY OR DEATH OF ANY PERSON AND/OR DAMAGE TO PROPERTY THAT ARE CAUSED BY THE NEGLIGENT ACT OR OMISSIONS OR WILLFUL MISCONDUCT OF LICENSEE AND/OR LICENSEE’S CONTRACTORS AND GUESTS IN CONNECTION WITH THE EVENT AND USE OF UNIVERSITY’S PREMISES .**

**12. Default**: Licensee shall be in default under this Agreement if Licensee fails to perform any obligation of Licensee under this Agreement and does not cure the same by the earlier to occur of (a) the third business day following notice of the breach by UTSA to Licensee, or (ii) the first day of the Use Period for the Event. Upon the occurrence of an event of default by Licensee, UTSA may exercise any remedy available at law or in equity for such default, including without limitation, terminating Licensee’s right to use the Space for the Event and/or curing the default itself and charging Licensee for the actual and reasonable costs thereon. UTSA may recover from Licensee all costs of court, costs of suit and attorney fees it incurs in enforcing the terms of this Agreement

**13. Complete Agreement**. This Agreement (including the Exhibits which are attached and incorporated for all purposes) constitutes the entire understanding of the parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, written or oral, between UTSA and Licensee. No modifications or amendments, if any, of the terms hereof shall be valid or binding unless made in writing and signed by UTSA and Licensee. Licensee may not assign this Agreement without the prior written consent of UTSA.

**14. State Government Agency Legal Limitations and stipulations**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, UTSA AND LICENSEE HEREBY AGREE THAT UTSA SHALL NOT BE REQUIRED TO PERFORM ANY ACT OR TO REFRAIN FROM ANY ACT IF THAT PERFORMANCE OR NON-PERFORMANCE WOULD CONSTITUTE A VIOLATION OF THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS, AND NO PROVISION IN THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, SHALL CONSTITUTE NOR IS IT INTENDED TO CONSTITUTE A WAIVER OF UT’S, THE UNIVERSITY OF TEXAS AT SAN ANTONIO’S OR THE STATE OF TEXAS’ SOVEREIGN IMMUNITY TO SUIT. No provision of this Agreement shall be deemed to waive or limit the rights, privileges and sovereign immunity of UTSA as an agency of the State of Texas.

**15. Binding Agreement**. Each of the undersigned represents that he or she is duly authorized and empowered to sign this Agreement and bind the party for which he or she signs to this Agreement. This Agreement is binding on the respective successors, assigns and legal representatives of the parties.

**16. Notices and Contacts**

16.1 **UTSA Representative**. The UTSA Representative (“***University Representative***”) responsible for administering the business arrangements of this Agreement on behalf of University is University’s *[insert position title]* or his/her designees.” The contact information for the University Representative is below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

16.1 **Licensee Contact and Notices Information**. Licensee’s contact information or Licensee’s representative responsible for administering the business arrangements of this Agreement on behalf of Licensee Representative is below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Signatures on following page***

Authorized representatives of the parties have executed this Agreement effective as of the Effective Date:

**The University of Texas at San Antonio** **Licensee**

By: \_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (if not signing in an individual capacity)

Date: \_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Exhibit A

The Space

*Include all aspects of the Space in Exhibit A, including a definitive description and/or depiction of the primary rented area, as well as any parking access, and access to restroom facilities (if not inside the primary rented area)*

Exhibit B

Fee Worksheet

**Premises Use Fees:**

[ ]  Space Use Fee $

[x]  TULIP Insurance Fee $

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_ $

Sub Total: $

**Service Fees:**

[ ]  Campus Police ($\_\_\_\_\_ per hour for \_\_\_\_\_ officers for \_\_\_\_\_ hours each) $

[ ]  Event Staff ($\_\_\_\_\_ per hour for \_\_\_\_\_ staffers for \_\_\_\_\_ hours each) $

[ ]  Post-Event Custodian Services ($\_\_\_\_\_ per hour for \_\_\_\_\_ staffers for \_\_\_\_\_ hours each) $

[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $

[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $

Sub Total: $

**Equipment Fees:**

[ ]  Lighting System $

[ ]  Sound System $

[ ]  Podium $

[ ]  Chairs ($\_\_\_\_\_ per chair for a total of \_\_\_\_\_ chairs) $

[ ]  Tables ($\_\_\_\_\_ per table for a total of \_\_\_\_\_ tables) $

[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $

[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $

[ ]  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $

 Sub Total: $

**Goods Fees:**

[ ]  $

[ ]  $

[ ]  $

[ ]  $

 Sub Total: $

Space Use Fees: $

Service Fees: $

Equipment Fees: $

Goods Fees: $

**TOTAL:** $

**Exhibit C**

**Standard Terms and Conditions**

1. **Applicable Laws.** Licensee will conduct all its operations on University’s premises in conformity with all applicable federal and state laws, rules and regulations, and local ordinances (collectively, “***Applicable Laws***”).
2. **University Rules**. Licensee will conduct all its operations on University’s premises in conformity with all applicable University Rules, including limitations or prohibitions related to alcohol and prohibitions related to tobacco use and drugs. "***University******Rules***" means (i) the Rules and Regulations of the Board of Regents of The University of Texas System (found at <https://www.utsystem.edu/offices/board-regents/regents-rules-and-regulations>); (ii) the policies of The University of Texas System (found at <https://www.utsystem.edu/sites/policy-library/uts-policies>); and (iii) the institutional rules and regulations and policies of University (which may be found at <https://www.utsa.edu/hop/index.html>).
3. **Alcoholic Beverages**: If Licensee desires to serve or allow alcoholic beverages at the Event, Licensee must request the consent of UTSA for the same not less than 20 days prior to the Event. UTSA may grant or withhold such consent in its discretion. If alcoholic beverages are permitted for the Event, Licensee may not charge for alcoholic beverages and all alcoholic beverages must be served by a TABC Licensed Alcohol Provider. Use of beer kegs by Licensed Alcohol Provider must receive prior written approval of UTSA, with the approval in UTSA’s sole discretion. If approved, beer kegs are allowed only in outside areas and in spaces specifically approved by UTSA. Kegs are not permitted in the Chapel or Sacristy. UTSA will modify the scope and nature of the police services it will require for the Event in such manner as it deems reasonable in the circumstances.
4. **Food Service**: Food and non-alcoholic beverages may be served at the Event at the cost and expense of Licensee by a UTSA Approved Caterer. Licensee may contact the University Representative for a list of approved caterers or to get a caterer approved.
5. **Service Providers.** “Service Provider” means any person other than UTSA engaged by Licensee to provide any food, drink, goods or services for the Event**.** AllService Providers are subject to the prior written approval of UTSA.Not later than ten (10) days prior to the Event, Licensee will provide UTSA with a list of all Service Providers engaged by Licensee for the Event and contact information for each provider. Licensee agrees to advise the Service Providers of the relevant terms of this Agreement applicable to the Event and to cause the Service Providers to comply with such terms. Licensee agrees to be responsible for the acts and omissions of the Service Providers in complying with the terms. Service Providers may access the Space only during the Use Period. Unless otherwise approved by UTSA, (i) Service Provider staff working at the Event must wear readily identifiable shirts, jackets and/or name tags; and (ii) check in with UTSA staff upon arrival at the Space.
6. **Deliveries.** All vehicles of Licensee and its Service Providers delivering goods or equipment to the Space for the Event must do so only in those specific locations designated by the University Representative and must be moved immediately following completion of unloading to the designated parking areas for the Event.
7. **Parking.** Licensee and its Service Providers and guests must comply with all UTSA parking regulations and park only in the parking areas designated for the Event. Parking violators may be ticketed by the UTSA’s Parking Enforcement.
8. **Removal of Personal Property.** Licensee and its Service Providers areresponsible for removing all their respective personal property from the Space and the Facility prior to the end of the Use Period. Any items not so removed by the end of the Use Period may be moved and stored off-property by UTSA, at the cost of the Licensee. Any such items remaining unclaimed after seven days may be retained, disposed of or trashed by UTSA, at its discretion and without obligation or liability of any kind or nature to Licensee, its Service Providers or the owner of such items.
9. **Clean-Up of Space After Event.** Licensee should place all trash generated by the Event in the dumpsters or other facilities designated by UTSA; this requirement does not release Licensee of the obligation to pay for any post-Event janitorial services provided by UTSA as part of the Goods and Services unless otherwise agreed by UTSA. If the Space and Facility are left in such a condition that UTSA cannot reasonably clean the Space within the hours contracted for as part of the Goods and Services, UTSA may bill Licensee for the necessary additional hours of service and Licensee agrees to pay such charges upon UTSA’s demand. Nothing (including water and ice) is to be poured on the flowerbeds or grass areas.
10. **Public Safety.** Licensee shall conduct the Event with appropriate regard for the safety of persons and property associated with the Event, and will observe and abide by all applicable UTSA safety regulations and all Applicable Laws. If at any time before or during the Use Period UTSA determines that the Event poses a potential material hazard to persons or property, UTSA shall have the right to cancel or suspend Licensee’s license for the Event, in whole or in part.
11. **Weapons**. No one may bring a weapon or firearm of any nature into the Space or onto the campus of The University of Texas at San Antonio except in strict compliance with UTSA’s applicable rules and regulations, which may be found at [UTSA Campus Carry | Campus Carry | UTSA | University of Texas at San Antonio](https://www.utsa.edu/campuscarry/#:~:text=The%20open%20carry%20of%20firearms%20on%20campus%20is,Penal%20Code%20%C2%A7%2046.03.%20%E2%80%9CPlaces%20Weapons%20Prohibited%E2%80%9D%20statute.)**.** Signs prohibiting the licensed-carry of a concealed weapon will be posted at any Event that serves alcohol or is designed for minors.
12. **Emergency Protocol**. Licensee understands that all aspects of the Event will be dictated by UTSA’s medical and COVID-19 protocols established by UTSA at the time of the Event.
13. **Propane and Open Flame Prohibited**. Licensee will not under any circumstances have or use propane or open flame at the Event or anywhere on University’s premises.
14. **University Right to Control its Premises**. Licensee acknowledges that UTSA has the right to (i) require Identification from any person on University premises, (ii) refuse entry onto the University of any person having no legitimate business on University’s premises, and (iii) eject from University’s premises any person violating the Applicable Laws or University rules or any undesirable person refusing to leave peaceably on request. Licensee will cooperate with all authorized University agents and representatives in the exercise of University’s rights described in this section. University will not be liable to Licensee for any damage sustained by Licensee through University’s exercise of such rights.
15. **Evacuation of the Premises.** Should it become necessary, in the sole judgment of UTSA, to evacuate the Space for any reason, evacuation shall be accomplished under the direction of UTSA. Following an evacuation, UTSA will allow Licensee to reestablish its use of the Space for sufficient time to complete presentation of Event without incurring any additional Use Fee, if such is reasonably feasible. If it is not possible to complete the Event during the Use Period, then UTSA, in its discretion after consultation with Licensee, may modify the Use Period or adjust the Use Fee in such manner as UTSA deems equitable and appropriate. **By signing this Agreement, Licensee waives any claim of damages or compensation from UTSA arising from an evacuation of the Space**.
16. **Lasers and Pyrotechnics**: Licensee's use of laser lighting equipment before, during, or after the Event must be first approved as to the equipment and use in writing by the State Health Department, Occupational Safety and Radiation Division, and UTSA's Risk and Life Safety Manager. This condition applies not only to the type of equipment utilized, but also to the manner in which it is used. The use of devices that are of an explosive or flammable nature must also have prior written approval of UTSA's Risk and Life Safety Manager.
17. **Tobacco Use Policy:** Smoking and the use of tobacco or Tobacco Products is prohibited in and on all University Owned and Leased Property.
18. **Signs, Displays and Decorations.** No signs, banners, or decorations may be created, displayed or affixed in any manner to the walls and/or ceilings of the Space or the Facility without the prior written approval of UTSA. Approved materials may not be fastened to any part of the Space or the Facility except in spaces provided for this purpose and may not interfere with crowd movement and safety in the Facility.

The use of glitter, confetti, rice, cascarones, candles, wax, sand, silly string, aerosol sprays, and fog machines are prohibited. Flammable materials (i.e. hay, excelsior etc.) are not permitted indoors. Flower petals, birdseed or bubbles are allowed, provided any detritus is removed at the conclusion of the event.

No staging, heavy equipment or dance floors are to be placed on the grass areas or in the chapel. Use of a piano in the chapel requires advance written approval. Modifications to the Facilities to accommodate temporary sound or lighting equipment requires advance written approval.

1. **University Name and Marks; Restrictions on Use**. Licensee understands and acknowledges that the Board of Regents of The University of Texas System (the “**Board**”) owns all rights to the name, logos, and symbols of University. All rights to the name, logos, and symbols of University will at all times remain the property of the Board. Licensee will not utilize UTSA’s logos, symbols, or other marks without the prior written permission of UTSA’ Executive Director of Marketing or his/her designees (“***UTSA******Marketing Director***”), and with the specific use of such marks approved by the UTSA Marketing Director. The contact information for the UTSA Marketing Director is Brett Calvert at brett.calvert@utsa.edu; 210-458-6160.

Licensee may refer to UTSA in name only solely for the purpose of Licensee identifying the Event and indicating that the Event will occur on UTSA’s premises, provided that the use of UTSA’s name to identify the Event is provided and specifically identified in writing (email acceptable) by the University Representative. Licensee will ensure any such written matter associated with the Event will be honest and true and include accurate information.

1. **No Endorsement**: Licensee's use of the Facility for the Event under this Agreement does not constitute, and shall not imply, an endorsement of Licensee or the Event by UTSA. Licensee agrees not to represent to any person that the Event or Licensee is endorsed by UTSA.
2. **Broadcast and Recording Rights**. Subject to the terms of this Agreement, Licensee is granted all rights and privileges for radio, television, and internet broadcasts pursuant to the Event, whether live or transcribed for delayed transmission, and all visual or audio recordings thereof.
3. **Copyrights**: Licensee shall be solely responsible for obtaining and paying for all necessary permissions pertaining to all use of copyrighted materials by Licensee and/or its guests during the Event.
4. **Sound Amplification.** Amplification of music or performers in any of the outside spaces is prohibited. Amplification of dialogue (i.e. speaking presentations, wedding vows, etc.) is permitted prior to 10pm. Outdoor amplification requires advanced written approval from UTSA.
5. **Space Restrictions.** The Bride's Room is for the sole use of a bride and bridesmaids. Food and/or drink is not allowed in the room. Water is permitted. Use of the Choir Lofts is prohibited. Flamenco dancing, or like performance style, is prohibited inside the Coates Chapel.

Coates Chapel is a deconsecrated space and, as such, many Catholic Priests will not perform ceremonies or masses at the campus.

1. **Wedding Rehearsal.** A one (1) hour rehearsal period before the Event may be arranged without charge during any uncommitted available time Monday – Friday 8am-5pm. Rehearsals after 5:00 P.M. or on weekends/holidays will incur a fee. Rehearsal time may not be scheduled until three (3) weeks prior to the Event. Rehearsal time may not be used to drop off decorations or other items related to the Event.
2. **Animals.**  Prior written approval to have live animals on site during an Event is required and must be requested no later than 45 days before the event. Service animals (defined as any breed of dogs and miniature horses which are individually trained to do work or perform tasks for the benefit of an individual with a disability) are welcome without approval.
3. **Relationship of the Parties**. License is an independent contractor and is not an employee, partner, joint venturer, or agent of UTSA. Contractor will not bind nor attempt to bind UTSA to any agreement.
4. **Solicitation Limitations.** Licensee agrees that the Event will not include any sales transactions or related solicitation on University’s premises.