

1. This Agreement describes the terms and conditions under which the above identified Outside Organization (“the Organization”) may use facilities at KINGWOOD COLLEGE (hereinafter “the College”). The College has established fees for the use of facilities by outside entities which are attached in Exhibit 1.
2. Organization shall indemnify and hold the College, its trustees, officers and employees harmless from any claim, suit, or proceeding relating in any way to the event that is the subject matter of this Agreement, and the Organization shall indemnify the College, its trustees, officers and employees for all expenses (including attorney fees) incurred in defending against any threatened or pending claim, suit, or proceeding. The Organization releases the College from any and all liability related to the event. The Organization also indemnifies and holds harmless the College, its agents, employees, trustees, and affiliates for the acts, failure to act, or intentions of the Organization or anyone affiliated with the Organization.
3. The Organization acknowledges that the College is an academic enterprise and that facilities use by the Organization may be limited or prohibited if the use conflicts with the needs of the College. The College reserves the right to cancel or change provisions of this Agreement in keeping with the academic and student activities. The College also reserves the right to relocate the event to an alternate campus venue as needed to accomplish College activities. If the College relocates the event to an alternate campus venue, the College will contact the Organization to describe the change and its rationale. If alternate venue is unacceptable to the Organization, the Organization may cancel the **event** without penalty. If the College must cancel the event prior to the start of the event, the deposit will be fully refunded to the Organization. Under circumstances of unacceptable alternate venue or event cancellation by the College, the liability of the College is limited to repayment of the deposit received. The College is not liable for any other costs or damages incurred by the Organization. If the Organization cancels the event prior to the start of the event for any reason other than a College-initiated change of venue, the Organization forfeits any and all deposits (see Paragraph 8 below) to the College.
4. The persons identified below are the authorized representatives for the Organization and the College, respectively. All issues pertaining to this Agreement and/or the event covered by this Agreement will be directed to and addressed by the authorized representatives.
5. The Organization’s cooperation is mandated in assuring that the behavior of all guests is conducive to an academic environment. The Organization is responsible for the conduct of all guests attending the event. This includes providing sufficient numbers of **properly trained** adult chaperones if the event involves persons of minor age. Failure to cooperate or comply with the instructions of the authorized College may result in immediate termination of the event. If the event is terminated by the College because of failure by the Organization to cooperate or comply with instructions, the Organization remains responsible for payment to the College of any and all fees associated with the event, including fees identified after the Organization has departed the College campus.
6. The Organization will comply with the prohibition of smoking on the College campus.
7. The College permits [consumption of wine or beer on campus, but only under strictly controlled conditions,] with the express separate written permission of the College. The Organization must secure specific permission from the authorized representative in advance of the event in order to bring wine or beer onto campus. The Organization assumes all responsibility for controlling and limiting consumption of wine or beer at the event, and for the behavior of attendees both during and following the event.

8. The Organization acknowledges that the College has its own **Foodservice** function and may wish to use this for its event. In any case, if food is to be served, the College reserves the right to set the standard in providing food services on the College campus, regardless of provider. Accordingly, the Organization agrees to comply with these arrangements as they may pertain to the event.

[Rest of Colleges] If the Organization requires food services or beverage products as part of the event, the Organization will coordinate with the College representative to provide for them. The fees associated with the food services and/or beverage products, including any applicable overhead charges, will be included in the charges assessed by the College for the event. The Organization will pay the College for the food services and/or beverage products.

9. A deposit and a **fully executed** Agreement are required to confirm reservations. The required deposit is at least 50% of the estimated amount of all of the fees associated with the proposed event, including overhead charges. Deposits are payable to KINGWOOD COLLEGE and sent to: 20000 Kingwood Drive; Kingwood, TX 77339. Reservations will be held for 15 business days as *tentative* until the deposit has cleared. Confirmations will be awarded on a “first come, first serve” basis only after receipt and clearing of the deposit and full execution of this Agreement. Failure to place the reservation deposit and to execute this Agreement by the date required may result in the cancellation of the reservation. A **fully executed** copy of this Agreement will be returned to you as confirmation of your reservation. We should note that full payment is required one week prior to the date of the event, without exception.
10. The Organization is responsible for the care of facilities during the event. The College expects facilities to be returned to the College in the same condition as prior to the event. If facilities are abused and/or damaged during an event, the College may pursue compensation from the Organization for repair and/or replacement.
11. The Organization is responsible to secure general liability insurance with at least \$1,000,000 in coverage that names the College and the North Harris Montgomery Community College District as an additional insured or the loss payee on its insurance policies for purposes of the event. With the approval of the District Director of Risk Management, Special Event insurance may be secured instead of general liability insurance. The Organization will also provide corresponding Certificates of Insurance to the College **in advance of the event**.
12. If the Organization is not satisfied with any of the facilities or services provided by the College, the Organization will so notify the authorized representative identified in Paragraph 17 below. The College will respond as quickly as possible to address the concerns and resolve them to the mutual satisfaction of the Organization and the College. If the issue cannot be resolved to the mutual satisfaction of the Organization and the College, either may cancel the remainder of the event. If the Organization cancels the remainder of the event, the Organization remains liable for payment of the full amount of fees associated with the event, including fees identified after the Organization has left the College campus. Except as described in Paragraph 5, if the College cancels the remainder of the event, the College will refund to the Organization monies received through the date of cancellation, less the costs incurred by the College to host the event through the date of cancellation. If the College terminates the event subject to circumstances described in Paragraph 5, then Paragraph 5 prevails.
13. **Full payment of all fees is due upon receipt of invoices from the College, and prior to the event date. This includes fees for special equipment rented from the College; the use of College personnel; or, in the event that the occasion will draw more than 100 participants, the use of extra security services, Police or Security Guards.**

14. Limited parking for the event is provided on a space available basis as part of this Agreement. This parking is limited to the areas specifically assigned by the College for use before, during, and after the event. The College will establish time limits on the use of parking areas as appropriate to the event. The Organization is responsible to inform event attendees that they are to use the assigned parking areas only. Vehicle regulations, including fire lane and handicapped parking zone restrictions, will be enforced at all times.
15. The College assumes no liability for theft or damage to attendees' vehicles or property while on campus.
16. Attendees needing special assistance may request escorts to or from their vehicles. Arrangements must be made with the College Campus Public Safety (CPS) Department prior to the event. The Organization will be charged for this service if it is necessary to augment Public Safety staffing in order to provide this service. If it becomes necessary during the course of an event to call upon Campus Public Safety for assistance, CPS will also respond. The College requests Organization cooperation, however, in planning for the use of CPS services and for advance notice. Campus Public Safety can be contacted by calling 281-312-1403.
17. Facilities, equipment, and labor are made available to the Organization to the extent reasonably possible. Fees for facilities and equipment use and for labor are listed in the attached fee schedule. Requests for facilities, equipment and labor will be made as part of the initial request from the Organization and will be incorporated into this Agreement. Supplemental requests that may occur after this Agreement has been executed must be directed to the College authorized representative. To the degree possible, the College will work with the Organization to accommodate the supplemental requests and to amend this Agreement accordingly.
18. Furnishings and equipment cannot be removed from the facilities used for the event.
19. Any advertising of the event must be approved in advance by the College. The College will generally not approve any advertising that is communicated over radio, television, or in broadly distributed media.
20. For purposes of this Agreement, the following persons are the authorized representatives for the Organization and the College, respectively:

For the Organization:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

E-mail: _____

Signature: _____ Date: _____

Printed Name: _____

For the College:

The undersigned certifies that (s)he is authorized to sign this Agreement on behalf of the Organization and the College, respectively, and that the Organization and the College acknowledge and accept the terms and conditions herein and attached hereto.

Signature: _____ Date: _____

Printed Name: Linda Stegall, Ed.D.
President, Kingwood College

North Harris Montgomery Community College District provides equal employment, admission, and educational opportunities without regard to race, color, religion, national origin, sex, age, or disability.