

## FACILITIES AND SERVICES AGREEMENT

This Facilities and Services Agreement is made and entered into between The The University of North Texas at Dallas at Dallas, (“UNTD”), and \_\_\_\_\_ (hereinafter called “User”). UNTD agrees to provide facilities and services as listed in the attached Facilities and Services Addendum and the User agrees to compensate UNTD for those facilities and services in accordance with the terms and conditions listed below.

### I. FINANCIAL ARRANGEMENTS

#### A. Facility

This Facilities and Services Agreement allows User the use of space per addendum (facility”). Use of facility must be in accordance with this agreement.

#### B. Charges

The charges for facilities and services are as listed in the attached Facilities and Services Addendum and are subject to guaranteed head and room count numbers.

#### C. Payment

A non-refundable deposit of \$\_\_\_\_\_ and signed contract are due six (6) months prior to first day of event. Reservations will not be confirmed until signed contract and full administrative fee are received. User will be required to provide a minimum guarantee for beds, meals, and meeting rooms no less than sixty (60) days prior to arrival. User is responsible for no less than 75% of said guarantee. The following timeline of deposits will apply.

- **50%** of the projected total event cost must be received by UNTD sixty (**60**) days prior to the scheduled starting date noted on page 1 of the Addendum
- **The remaining 50%** of the projected total event cost must be received by UNTD thirty (**30**) days prior to the scheduled starting date noted on page 1 of the Addendum. If payment is not received by deadline, event may be cancelled and User will be required to pay all fees.

Remaining costs not assessed by the first day of the event will be billed according to section D below. Costs assessed after the first day of the event may include: housing and/or dining services fees for participants in excess of the guaranteed number, lost key charges, charges for damage to facilities or for failure to adequately clean facilities after use, or fees for the use of additional technology or audio-video equipment as requested. All deposits must be expressed mailed to UNTD/LLPD 1100 Dallas Dr., Ste. 112, Denton, TX 76205 with signature required, or deposits can be paid with credit card by contacting the event coordinator via telephone.

Please review deadline document for exact payment due dates.

In the event of cancellation or non-use of space, user is responsible for full cost of the Coliseum, Union Ballrooms, Gateway Ballrooms, and Denton Wesley Foundation (Ministry Center).

#### **D. Billing**

In the event that UNTD has not assessed the amount of any charge on or before 9:00 a.m. on the first day of the event, UNTD will provide the User with a bill listing all charges and credits for the event at the earliest possible date. The User will pay UNTD for all unpaid charges within ten (10) days after receipt of the bill. Failure to pay all remaining balances within ten (10) days of receiving final bill, will result in a finance charge of one and one-half percent (1.5%) per month, constituting an annual percentage rate of eighteen (18%). User agrees to reimburse UNTD for all collections costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. UNTD will refund any credits due to User.

#### **E. Tax Exemption**

If the User is tax exempt, a tax exempt certificate will be filed with the UNTD Lifelong Learning and Professional Development by thirty (30) days prior to the starting date of the event.

#### **F. Guarantees**

UNTD and User will agree on the maximum number of participants that will be accommodated at the time of the signing of the Facilities and Services Agreement.

Sixty (60) days prior to the starting date of the event, User will provide UNTD with the number of participants currently registered for the event. Sixty (60) days prior to the start date User and UNTD will agree on a minimum guarantee. User is responsible for seventy five percent (75%) of total costs based on minimum guarantee. In the event that seventy five percent (75%) or more of the guaranteed number participate, User will be charged based on the actual number of participants. Thirty (30) days prior to the starting date of the event, User will provide UNTD with the number of participants currently registered for the event. Not later than seven (7) business days prior to the starting date of the event, User will provide UNTD with an updated number of registered participants, and the total number of participants it expects will participate in the event. Lodging: Rooms held past midnight of the check-in date at the request of User will be billed in full to User.

#### **G. Cancellation**

It is provided that there shall be no right of termination for the purpose of holding the same or similar event in another venue.

In the event you cancel this contract, UNTD will necessarily incur damages including having to turn away other guest room reservations for UNTD. The parties acknowledge that UNTD's actual damages would be difficult to estimate accurately. Accordingly, you agree that the formula listed below represents a reasonable effort on behalf of UNTD to establish its loss prospectively and that it shall represent liquidated damages.

More than 90 days, but less than 120 days= 10% of estimated total costs + the initial deposit and any applicable cancellation fees for campus venues (see addendum)

More than 60 days, but less than 90 days= 20% of estimated total costs + the initial deposit and any applicable cancellation fees for campus venues (see addendum)

More than 30 days, but less than 60 days= 50% of estimated total costs + the initial deposit and any

applicable cancellation fees for campus venues (see addendum)  
30 days or less= 100% of estimated total costs

Official cancellation notice must be received in writing via certified mail. The liquidated damages must be provided with the cancellation notice.

Subject to the limitations set forth in Article VIII, in the event that this contract is cancelled by UNTD, User will be entitled to a full refund of all monies paid to UNTD.

## II. ADDITIONS OR DELETIONS

Any additional facilities and/or services not specified in this agreement are subject to additional charges. Such services may include: housing and/or dining services fees for participants in excess of the guaranteed number, lost key charges, charges for damage to facilities or for failure to adequately clean facilities after use, or fees for the use of additional technology or audio-video equipment as requested. These charges will be included in the balance due in the bill presented to User by UNTD. Any additions to and/or deletions from this agreement must be initialed and dated by an authorized representative of both parties to be valid.

## III. INSURANCE

A certificate of insurance must be provided with the signed Facilities and Services Agreement. User is required to maintain commercial general liability coverage with a minimum combined limit for bodily injury and property damage of \$1,000,000 per occurrence/ \$2,000,000 aggregate. The general liability policy shall not contain any exclusions for sexual molestation. The University of North Texas System, The University of North Texas at Dallas, its Board of Regents, officers, employees, agents, and volunteers shall be named as additional insureds as to all applicable coverage.

## IV. INDEMNITY AND DAMAGES

User agrees that all participants, guests, and subcontractors of the User are under the direct and complete supervision and control of the User. As such, User is liable for all damages resulting from participant, guest, and subcontractor utilization of the facilities and services provided by UNTD. In addition, the terms and conditions of this agreement do not require UNTD to relinquish its control of its facilities and services to User. UNTD retains the right to require User, or any of its participants, guests, or subcontractors, to leave the UNTD premises if UNTD feels that circumstances require it. UNTD assumes no responsibility for loss or theft of personal property or damage to personal property of User or any of its participants, guests, or subcontractors. **User shall indemnify and hold harmless the University of North Texas System, The University of North Texas at Dallas, its officers, and employees against any and all claims for loss, bodily or personal injury, or damage to persons or property, including claims of employees of User or its agents, arising out of activities conducted by User, its participants, guests, and subcontractors on or in UNTD buildings, properties, or facilities. UNTD assumes no liability whatsoever for any property placed by User, its participants, guests, and subcontractors in UNTD buildings, properties, or facilities or for any bodily or personal injury to User, its employees, its participants, guests, and subcontractors.**

There will be extra charges for labor in addition to rental charges when an excessive amount of cleaning is required to return the areas used to a condition adequate for continual use. User will also reimburse

UNTD for all damages to facilities and services of UNTD resulting from the use of those facilities and services by User, its participants and/or its subcontractors.

## **V. RELEASES AND BACKGROUND CHECKS**

By signing this Agreement, User represents and warrants that consents for medical treatment have or will be obtained and maintained by User for each camp participant, prior to the event.

By signing this Agreement, User represents and warrants that User has or will obtain criminal background checks for all personnel who will staff the event, prior to the date of the event. Background checks must be performed within twelve (12) months of the event.

## **VI. COMPLIANCE WITH UNIVERSITY REGULATIONS AND LOCAL, STATE, AND FEDERAL LAW**

User is required to adhere to all UNTD policies, including [UNT Policy 15.003](#), regulations, and guidelines as set forth in this Agreement, and all local, state, and federal laws and guidelines, which User acknowledges have been provided to User prior to the date of the event. Failure to comply with these regulations may result in forfeiture of the privilege of using UNTD facilities and services or termination of this agreement pursuant to VIII hereof. UNTD regulations include but are not limited to the following in UNTD buildings and on UNTD property:

- A. Prior to the day of the event, User shall provide UNTD a complete list of the names of staff that will be on any part of UNTD property.
- B. All parking arrangements must be made in advance, and participants are expected to obey all UNTD parking regulations.
- C. Neither the User nor any person attending the event shall bring onto, or possess on, UNTD premises explosives, fireworks, or other dangerous materials or substances, animals (unless service animals) and pets, alcohol (without prior written consent) and drugs, hot plates or similar appliances. Decorations, displays, or exhibits which require flame or water cannot be used in UNTD facilities. Please refer to [UNT Policy 04.001](#) for rules related to handguns on campus premises.
- D. The following are forbidden: remodeling or renovating of rooms or furniture; removal of lounge or common area furniture into individual rooms; tampering with the electrical or mechanical fixtures in the rooms or with the fire system or firefighting equipment; attaching any object to any UNTD premise by nail, screw, or alteration of the premises in any manner; tampering with or removal of windows or window screens whatsoever; removal of or addition of furniture without arrangement with the residence hall director.
- E. Male and female guests may share floors but have separate bathroom facilities. Shared rooms are reserved for married couples or occupants of the same sex.
- F. Gambling or solicitation in any form is not permitted.
- G. In the interest of personal safety of guests, students, and staff, the following rules must be followed:
  - 1. The space reserved for each particular function is not to be used in excess of the normal seating

capacity;

2. All aisles leading to exit doors must be kept clear and unobstructed; and
3. Exit doors will not be fastened or obstructed, so that the doors can be opened readily from the inside.

- H. A copy of housing regulations is attached and is a binding part of this contract.
- I. It is the policy of the The University of North Texas at Dallas not to discriminate on the basis of race, color, religion, sex, age, national origin, disability, or veteran of the Vietnam Era status in its educational programs, activities, admissions, events/workshops/camps, or employment policies. Requests for accommodation of disabilities must be on file in our office at least five working days prior to an event. For further assistance, contact the event ADA liaison, (940) 565-2656, TDD (800) 735-2989. Any costs associated with the request(s) will be borne by the User.
- J. User is responsible for complying with all local, state and federal laws regarding the payment of its employees who may provide services under this agreement.
- K. User is responsible for complying with applicable local, state and federal laws concerning health, safety and public order.
- L. User is responsible for complying with applicable state laws and rules concerning training and examination programs on sexual abuse and child molestation for its employees.
- M. According to university policies and procedures, adult supervision is required for all programs with participants under eighteen years of age at a 1:10 ratio. User is required to provide one adult per every ten minors at all times and locations including but not limited to: residence halls, dining facilities, classrooms, recreational areas, auditoriums, and all university grounds.
- N. User shall not contract with an outside caterer to serve food and/or beverages at the event.
- O. User shall not give away samples or sponsors' products that conflict with existing University contractual rights (e.g. Coke contract).

## **VII. UNIVERSITY RIGHTS**

UNTD may exercise the following rights:

- A. To enter any room for the purpose of inspection, repair, or emergency.
- B. To reassign residents within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.
- C. To revoke the campus privilege including residency in or utilization of any of its buildings of any occupant whose conduct, solely in UNTD's opinion, becomes injurious or potentially injurious to the academic community.
- D. To approve all copy for advertising as well as news releases.

- E. To approve all sub-contracts to assure that no conflicts exist between pre-existing UNTD contractual obligations and sub-contracts entered into by the User.

## **VIII. FORCE MAJEURE**

If the (a) applicable UNTD facilities or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the period specified in this Agreement, or (b) use of the premises by User shall be prevented by act of God, strikeout, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of UNTD, then this Agreement shall terminate and User hereby waives any claim against the UNTD for damages by reason of such termination.

## **IX. MISCELLANEOUS**

The User may not assign this agreement without the prior written consent of UNTD.

This agreement is not binding until countersigned by UNTD.

This agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. This agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against UNTD shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by User to attempt to resolve any claim for breach of contract against UNTD that cannot be resolved in the ordinary course of business.

This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein. No amendment or modification shall be valid or binding upon the parties unless made in writing and signed as aforesaid. This agreement shall supersede all prior agreements, communications, representations and understandings, either oral or written, between the parties respecting the subject matter. This agreement may only be modified if in writing and signed by both parties.

Any written communication required or permitted to be made or given to either party hereto pursuant to this agreement shall be deemed to have been sufficiently given on the date of mailing if sent by certified mail, return receipt requested, postage prepaid, addressed as set forth below, or to such other address as is designated by written notice given to the other parties:

Director, Risk Management  
7400 University Hills Blvd  
Dal1, Room 357  
Dallas, Texas 75241

The attached Addendums for Estimated Cost and Housing Regulations are incorporated by

reference herein and made part of this Agreement for all purposes.

We, the Undersigned, do hereby enter into this Facility and Services Agreement, as witnessed by our signatures below.

THE UNIVERSITY OF NORTH TEXAS AT DALLAS

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User

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Title

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Date

Date