

2. Verde Catering is the official University Union caterer. They are allowed the first right of refusal to cater all events in the facility. If they are unable to provide service, the outside catering company must get appropriate documentation from UNT Risk Management. Please refer to Risk Management (<https://riskmanagement.unt.edu/>).
3. Force Majeure: Both the Organization's and the University's performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. The Organization and/or the University may cancel the Agreement for any one or more of such reasons upon written notice to the other.
4. Neither Lessee nor any person attending the event shall bring or possess any animals (unless they are service animals), pets, weapons, contraband, explosives, fireworks, alcoholic beverages or controlled substances, or other dangerous materials or substances without prior written consent of the University of North Texas.
5. The University of North Texas reserves the right: (a) to enter at any time, any or all premises, and the facilities covered by this agreement and (b) to regulate or to terminate use of the premises or facilities by the organization or by persons attending the event for reasonable cause.
6. Lessee is responsible for any damage inflicted by vendors or performers or by individuals attending the function or by any person while these facilities are in use by Lessee. Lessee will assure adherence to the rules and regulations of the University Union and the University of North Texas.
7. There will be additional charges for labor when an excessive amount of cleaning is required to return the facility to a condition adequate for continual use. There will be extra charges incurred for damages to the facility, equipment or furnishings resulting from cigarette burns, tobacco spitting, chewing gum, improper taping, or any other source and for loss or misuse of any furnishings or equipment where repairs or replacements are required.
8. In the interest of personal safety of guests, students, faculty and staff, the following rules must be followed: a) The space reserved for each particular function is not to be used in excess of the normal seating capacity; b) All aisles leading to exit doors must be kept clear and unobstructed; and c) Exit doors will not be fastened or obstructed, so that the doors can be opened readily from the inside.
9. Decorations, displays or exhibits which require flame or water cannot be used without written permission from the Director of the University Union or his/her designee.
10. Sponsoring groups shall assume financial responsibility for charges generated by errors or omissions of scheduling information. Collection of the charges from the participants shall be the responsibility of the sponsoring group.
11. If the organization is tax exempt, a tax exempt certificate will be filed with the University of North Texas on or before _____.

12. The University of North Texas reserves the right to review and approve all copy for advertising as well as news releases.
13. The Lessee will provide commercial general liability insurance not to be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate naming the University of North Texas System and the University of North Texas as additional insured. A certificate of insurance is to be provided to the University of North Texas on or before _____ and is a condition of this contract. The Lessee agrees to waive subrogation in favor of the University of North Texas System.
14. In the event that University buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible in the University's sole discretion, the Lessee will be obligated to pay the fees herein above stipulated only for those services, activities, and events which shall have occurred prior to said casualty or circumstances. The organization hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of the agreement.
15. If extra labor or staffing is necessary such employment shall be the expense of the Lessee.
16. Lessee acknowledges that audio visual (AV) equipment (including wifi service) is not available in the space. Lessee shall make necessary and prior arrangements to provide their own AV equipment if needed. Lessee agrees to disclose AV equipment they will use upon making their reservation.
17. Lessee acknowledges that the space is only able to be reserved in the preset layout of the space. No additional chairs or tables can be brought into the space or requested to be brought into the space. Failure to comply could result in immediate forfeiture of agreement without refund.
18. This agreement, including all Addenda, constitutes the entire agreement of the parties and may be amended or modified only by a written agreement executed by the parties hereto.
19. The University of North Texas will send a Confirmation Report to Lessee that details the total amount owed prior to the event. The Lessee agrees to pay amount due three (3) business days in advance of event. If additional charges are incurred during event, Lessee agrees to pay remaining balance owed within ten (10) business days subsequent to the event. Any past due payments will accrue interest at the highest legal rate provided by law. Lessee agrees to pay reasonable attorneys fee, should it be necessary to collect past due amounts.
20. Approximate Space Rental Charges -
Space Rental Charges for the Day include: areas being used and furnishings (tables, chairs, stage, etc.) to cover the event. Technicians, Police, Parking, Tents, Storage and/or EMT on Duty limited availability for an additional charge.

21. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Lessee to attempt to solve all its disputes arising under this Agreement.
22. Notwithstanding any provision of this Agreement, University of North Texas shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Lessee shall make public information available to University of North Texas in an electronic format.
23. This contract shall be construed by the laws of the State of Texas and venue for any dispute shall be in Denton, Denton County, Texas.

Agreement dated this _____ day of _____, 20____.

For the University of North Texas:

University Union :: Coliseum :: Gateway Center

Name of Group:

Contact Name:

Address:

City, State, Zip:

Telephone Number:

Authorized Representative for Leasing Organization (Lessee)