



**TEXAS A&M UNIVERSITY – CORPUS CHRISTI  
FACILITIES USE AGREEMENT**

**re: Antonio E. Garcia Arts & Education Center**

This Facilities Use Agreement (“Agreement”) is entered into this 12th day of May, 2021 between TEXAS A&M UNIVERSITY – CORPUS CHRISTI a member of The Texas A&M University System, an agency of the State of Texas (“TAMU-CC”) and Nueces County (“Licensee”).

In consideration of the covenants and agreements contained herein, TAMU-CC and Licensee agree as follows:

**1. Grant of License:** TAMU-CC grants to Licensee a license to use the space described below, subject to the terms and conditions of this Agreement, for the purpose of Vaccinations to the Public (the “Event”). Licensee shall not change the function or activity described herein without a written amendment to this Agreement signed by TAMU-CC and Licensee.

**2. Licensed Space:** This license covers only the following space (collectively, the “Licensed Space”):

<u>Ballroom</u>	<u>49</u>	maximum
occupancy		
<u>Classroom</u>	<u>30</u>	maximum
occupancy		
<u>Art Gallery</u>	<u>36</u>	maximum
occupancy		

This Agreement does not entitle Licensee or Licensee’s officers, employees, agents, contractors, or invitees to occupy, enter or use any area, facility or equipment not included within the above description of the Licensed Space.

**3. Term:** The period during which Licensee is entitled to use the Licensed Space is herein called the “Term.” All set-up and take-down activities in the Licensed Space shall occur during the Term. The Term of this Agreement is as follows:

<u>Date</u>	<u>Commencement Time</u>	<u>Termination Time</u>
May 14th, 17th, 19th, 24th, 26th of 2021	7:30am	4pm

\*June dates for 2021 to be determined between the parties as needed. Licensee shall coordinate in writing with the Director of the Center June dates and times of additional use if needed. Terms and Conditions of this Use Agreement shall remain applicable\*.

**4. Fees:**

- a) Licensee agrees to pay TAMU-CC a \$ not applicable fee as consideration for Licensee’s use of the Licensed Space for the purpose described above (the “Fee”). The Fee shall be paid no less than 10 business days prior to the Event.
- b) Licensee agrees to pay TAMU-CC a Security personnel fee of \$ not applicable (\$15.00 per hour), and shall be paid no less than 10 business days prior to the Event.
- c) Licensee agrees to pay TAMU-CC a cleaning fee of \$ not applicable (\$20.00 per hour) and shall be paid before [ ] and/or immediately following [ ] the event.

**5. Deposit:** At the time of execution of this Agreement, Licensee shall pay TAMU-CC, as a deposit, the sum of \$ not applicable which shall be credited to expenses such as the Fee or any other amounts due to TAMU-CC hereunder.

**6. Overtime:** Licensee shall pay to TAMU-CC as an additional fee the sum of \$ not applicable for each hour or fraction of an hour that Licensee or Licensee’s officers, employees, agents, contractors, or invitees remain in the Licensed Space beyond the Term.

**7. Payments:** Licensee shall make all deposits and payments under this Agreement by certified check, bank money order, or business check made payable to “TEXAS A&M UNIVERSITY – CORPUS CHRISTI” and delivered to TAMU-CC at the following address:

Antonio E. Garcia Arts & Education Center  
2021 Agnes Street  
Corpus Christi, Texas 78405

**8. Utilities, Operating Personnel, Services, and Equipment:** TAMU-CC shall furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space. TAMU-CC shall have the sole right to provide, at Licensee’s expense, personnel and services (including custodial) in connection with Licensee’s use of the Licensed Space. Should Licensor determine that Licensee’s event will require security personnel, Licensee shall be required to pay \$15.00 per hour to Licensor, per security person in attendance at Licensee’s event. TAMU-CC may also provide, at Licensee’s expense, such equipment as Licensee shall timely and reasonably request at rates specified on the Services and Equipment Schedule attached hereto as Schedule “A” and incorporated herein by reference. Any expenses due from Licensee shall, at TAMU-CC’s option, be paid upon presentation of an invoice at the conclusion of the Event or within 10 days following Licensee’s receipt of an invoice from TAMU-CC.

**9. Insurance:** Licensee shall obtain and maintain during the Term of this Agreement or longer a commercial general liability insurance policy that designates TAMU-CC, the Board of Regents of The Texas A&M University System, and The Texas A&M University System as additional insureds, and that provides at least the following minimum coverage: \$1,000,000.00 per occurrence, \$2,000,000 aggregate, and \$1,000,000 personal/advertising injury. Such coverage shall be written on an occurrence basis and shall not be cancelable without 30 days’ prior written

notice to TAMU-CC. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance coverage, TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Licensee under this Agreement. Licensee shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Licensee is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Licensee shall provide to TAMU-CC a certificate of insurance attesting to the existence of a policy or policies providing coverage described in the preceding paragraph no later than ten (10) days prior to the Event. Licensee shall provide to TAMU-CC a certified copy of said policy or policies upon request. Failure to comply with these requirements may result in termination of this Agreement for cause by TAMU-CC.

**10. Alcoholic Beverages:** Licensee will not sell or give away or allow beer, wine, or any beverage of alcoholic content to be sold, given away, sampled, or consumed in the Licensed Space or any part of the surrounding premises..

**11. Occupancy Capacity:** Licensee shall not admit into the Licensed Space at any time a larger number of persons than approved by TAMU-CC. For this Event, the maximum approved occupancy for each room is set forth in Section 2 above.

**12. Care of Property:** Licensee shall take good care of the Licensed Space and all property located therein and shall leave the Licensed Space clean and orderly after use. Should the Licensed Space be left unclean by Licensee after its rental (Monday through Friday before 5:00 p.m., Licensee will pay Licensor a cleaning fee of \$20.00 per hour.

Rentals that occur after 5:00 p.m. Monday through Friday and weekends, will automatically be assessed, and Licensee will pay a cleaning fee of \$20.00 per hour, as Licensor will need to bring in housekeeping services after normal operating hours of the Facility. Licensee shall be liable for the cost of any repairs, restorations or replacements to the Licensed Space or TAMU-CC's property necessitated by Licensee's or Licensee's officers, employees, agents, contractors, or invitees' use, and Licensee shall reimburse TAMU-CC for all such costs within three days after delivery of an invoice therefore.

**13. Notices:** Any notices, consents, or approvals required or permitted hereunder shall be properly given if in writing and personally delivered or delivered by certified mail, return receipt requested, and addressed to the following (unless other provisions specifically set out elsewhere in this Agreement):

TAMU-CC: Texas A&M University – Corpus Christi  
attn: Director of Contracts and Property, or authorized designee  
6300 Ocean Drive, MS 5731  
Corpus Christi, Texas 78412  
[contracts@tamucc.edu](mailto:contracts@tamucc.edu)

Licensee: Nueces County  
attn: Judge Barbara Canales  
901 Leopard St  
Corpus Christi, Texas 78401

**14. Custody of Property:** In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Licensed Space by or for Licensee, TAMU-CC shall act solely for the accommodation of Licensee and neither TAMU-CC nor any of its officers, employees or agents shall be a bailee or liable for any loss, damage, or injury to such property.

**15. Control of Premises and Right to Enter:** In permitting the use of the Licensed Space, TAMU-CC specifically retains the right to enforce any and all laws, rules and regulations applicable to the Licensed Space, and representatives of TAMU-CC may enter any portion of the Licensed Space at any time and on any occasion without any restrictions.

**16. Property Restrictions:** Licensee shall not use or permit the Licensed Space to be used for any purpose other than that set forth herein. Licensee further covenants and agrees:

- a. Licensee's use of the Licensed Space shall be in accordance with TAMU-CC Rules and The Texas A&M University System Policies and Regulations, which can be found at <http://policies.tamus.edu>.
- b. Appropriate standards of dress and behavior will be observed at all times in the Licensed Space. Shirts and shoes shall be worn at all times.
- c. All minors (children under the age of 18) involved in or attending the Event shall be under the care and supervision of an adult at all times while in the Licensed Space.
- d. All activities in the Licensed Space shall be conducted so as not to endanger any person or damage any property therein.
- e. All aisles, corridors, passages, vestibules, elevators, and stairways shall be kept free and clear of obstructions and shall not be used other than for ingress and egress.
- f. No alterations shall be made to the Licensed Space.
- g. No confetti, glitter, glue, or flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance or laser lighting equipment shall be used or permitted unless first been approved by TAMU-CC in writing.
- h. No candles are permitted in the Licensed Space.
- i. No carts, dollies or other equipment with metal casters are permitted in the Licensed Space or the surrounding premises.
- j. No smoking is allowed in or around the Licensed Space or the surrounding premises.
- k. No animals (except service animals) are allowed in or around the Licensed Space or the surrounding premises.
- l. No signs, messages or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, the Licensed Space or surrounding premises without prior written approval of TAMU-CC.
- m. Food and drink are permissible in the Licensed Space and must be supplied by a licensed professional caterer, unless otherwise agreed, Licensee must obtain written permission to bring their own food.
- n. Outside audio-visual equipment such as projectors, etc., may not be brought into the Licensed Space. House equipment, with the exception of computers, must be used and

operated by TAMU-CC personnel unless other arrangements are approved by TAMU-CC in writing.

- o. Any articles, exhibits, fixtures, materials, or displays of Licensee that have been previously approved by TAMU-CC shall be brought into or taken out of the Licensed Space only at such entrances as may be designated by TAMU-CC.

**17. Indemnification:** LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TAMU-CC, THE TEXAS A&M UNIVERSITY SYSTEM, AND THEIR OFFICERS, REGENTS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS: FOR TAXES, LICENSE FEES, EXCISES, FINES AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY LICENSEE; FOR WAGES OR FRINGE BENEFITS OF LICENSEE'S EMPLOYEES OR CONTRACTORS; OR FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY THAT DIRECTLY OR INDIRECTLY RESULT FROM THE ACTS, OMISSIONS OR USE OF THE LICENSED SPACE OR SURROUNDING PREMISES BY LICENSEE OR LICENSEE'S OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES. LICENSEE WILL NOT DO OR PERMIT TO BE DONE ANYTHING IN OR UPON ANY PORTION OF THE LICENSED SPACE OR SURROUNDING PREMISES OR BRING OR KEEP ANYTHING THEREIN OR THEREON WHICH WILL IN ANY WAY CONFLICT WITH THE CONDITIONS OF ANY INSURANCE POLICIES INSURING THE LICENSED SPACE OR SURROUNDING PREMISES OR ANY PART THEREOF AGAINST LOSS.

**18. Cancellation for Cause by TAMU-CC:** TAMU-CC may cancel this Agreement for cause, such as if Licensee fails to comply with the terms and conditions of this Agreement, fails on request to demonstrate in a manner acceptable to TAMU-CC that Licensee is willing and able to perform adequately all required duties and responsibilities related to the Event, or if any other similar cause occurs that justifies cancellation, in the discretion of TAMU-CC. In any such event, no deposit or fee refund shall be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by TAMU-CC in connection herewith, shall be made payable immediately to TAMU-CC by Licensee as liquidated damages and not by way of penalty.

**19. Force Majeure:** TAMU-CC may cancel or temporarily suspend the performance of any part of this Agreement without advance notice upon the occurrence of conditions or events that make performance not feasible, including without limitation, acts or omissions of government or military authority, acts of God, fires, floods, riots, wars, terrorist acts, or the requisitioning of the Licensed Space by any governmental agency ("*Force Majeure*"). In the event of a *Force Majeure*, this Agreement shall terminate and no deposit or fee refund shall be made. Licensee hereby waives any claims for damages or compensation it may have against TAMU-CC should this Agreement be so terminated.

**20. Cancellation by Licensee or Failure to Take Possession:** Unless otherwise agreed to by the parties, if Licensee shall cancel this Agreement or fail to take possession of or use the Licensed Space covered by this Agreement, no deposit or fee refund shall be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by TAMU-CC in connection herewith, shall be paid to TAMU-CC by Licensee

as liquidated damages and not by way of penalty within 10 days following Licensee's receipt of a statement for such charges.

**21. Assumption of Risk:** Licensee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Licensed Space. TAMU-CC and its officers, employees and agents shall not be responsible or liable for any loss of, or damage to, property while in the Licensed Space regardless of how the loss or damage is sustained.

**22. Removal of Property:** In the event Licensee fails, neglects, or refuses to remove its property from the Licensed Space prior to the expiration of the Term, said property shall be deemed abandoned and TAMU-CC shall have the right to move, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee. Licensee hereby irrevocably constitutes and appoints TAMU-CC as its special attorney in fact to do and perform all acts necessary in removing, storing, and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefor.

**23. Waivers and Modifications:** No waiver of any provision hereof shall be effective unless stated in writing and signed by TAMU-CC and Licensee. No such waiver shall constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder shall not constitute a waiver of such right, remedy, or privilege.

#### **24. Miscellaneous Provisions:**

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior agreement, written or oral, will be effective to vary the terms of this Agreement.
- b. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- c. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- d. By statute, mandatory venue for all legal proceedings against TAMU-CC is to be in the county in which the primary office of the chief executive officer is located.
- e. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- f. All contracts related to the Event, including contracts between Licensee and caterers, speakers, performers, managers and others, must be made available to TAMU-CC for review prior to the Event.
- g. Any claim or cause of action that accrues to any party under this Agreement shall survive the termination of this Agreement.
- h. Should TAMU-CC commence suit against Licensee under the terms of this Agreement because of Licensee's breach thereof, Licensee agrees to pay TAMU-CC's reasonable attorneys' fees, costs, and expenses.
- i. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.
- j. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.

- k. Time, and especially time of payment of monies due from Licensee, shall be of the essence of this Agreement.
- l. The parties shall be independent contractors in the performance of this Agreement and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other.

**25. Prohibition on Contracts with Companies Boycotting Israel:** By executing this Agreement, the Licensee certifies it does not and will not, during the performance of this contract, boycott Israel (Texas Government Code, §2270.002). Licensee acknowledges this Agreement may be terminated if this certification is inaccurate.

**26. Certification Regarding Business with Certain Countries and Organizations:** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Licensee certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Licensee acknowledges this Agreement may be terminated if this certification is inaccurate.

**27. Conflict of Interest:** By executing this Agreement, Licensee and each person signing on behalf of Licensee certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or the Board of Regents of The Texas A&M University System, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**28. Status as State Agency:** Licensee expressly acknowledges that TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**29. Dispute Resolution:** Licensee must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and this process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Licensee must submit written notice of a claim of breach of contract to the designated official of TAMU-CC, who shall examine Licensee's claim and any counterclaim and negotiate with Licensee in an effort to resolve the claim.

**30. Licensee additional Obligations [if applicable]:** \_\_\_\_\_

**31. Force and Effect:** This Agreement shall have no force or effect unless fully executed by both parties. The original hereof shall be delivered to TAMU-CC. Licensee covenants and agrees that its failure to fully and faithfully perform all covenants and agreements hereunder shall excuse TAMU-CC's continued performance.

**ACCEPTED AND AGREED:**

**TAMU-CC:**

**LICENSEE:** Nueces County

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

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

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

Dated: \_\_\_\_\_

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

Name: Judge Barbara Canales

Title: Nueces County Judge

Dated: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

*Esmeralda Herrera-Teran*

Esmeralda Herrera-Teran

Antonio E. Garcia Arts & Education Center

Dated: 05/12/2021



**Schedule "A"**

Services and Equipment Schedule [if applicable]