

USER AGREEMENT

**The Denton A. Cooley, MD and Ralph C. Cooley, DDS University Life Center (Cooley Center)
7440 Cambridge St, Houston, TX 77054**

All events at the Cooley Center must be scheduled through Auxiliary Enterprises. This User Agreement must be fully signed and on file with Auxiliary Enterprises before any reservation can be confirmed.

SECTION I: EVENT DETAILS

Event Organizer ("User")

Responsible Person: _____
 Title: _____
 Organization/Department: _____
 Address: _____
 Phone: _____ Email: _____
 If UTHealth User, Chart Field: _____

Event Description

Event Title / Description: _____

 Expected number and type of attendees: _____
 Date event starts: _____ Date event ends: _____
 Time event starts: _____ Time event ends: _____
 Load in time: _____ Load out time: _____
 (what time you will begin setting up) (what time you will be done taking down)

Note: The required minimum for a reservation is two hours. Subsequent dates or time variations for a multi-date reservation are described in the Notes section below.

Room

Room Size/Name: _____
 Room Set-up: _____

 Audiovisual Equipment /Quantities Requested: _____

 Additional Supplies/Quantities Requested: _____

Event Details

Food/Beverage Service:	Yes [] No []	Outside Vendors On Site:	Yes []* No []
Alcohol Service:	Yes [] No []	Parking Validations:	Yes [] No []
Kitchen Use:	Yes [] No []	Valet Parking:	Yes []* No []
Cooley Center Linens:	Yes [] No []	Security Services:	Yes [] No []
Deliveries:	Yes [] No []	Approved Solicitation:	Yes []* No []
After-Event Pick-Ups:	Yes [] No []		

* Vendor information required below

Vendor	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

<u>Deposits and Fees</u>	<u>Amount</u>	<u>Payment Due Date</u>
Total Room Fee:	_____	
Holding Deposit (50%):	_____	(7 days after signing User Agreement)
Balance of Room Fee (50%):	_____	(balance due 2 weeks prior to event)
Room Security Deposit (50%):	_____	(2 weeks prior to event)
Kitchen Security Deposit (\$150):	_____	(2 weeks prior to event)
Other Meeting Support Fees:	_____	(2 weeks prior to event)
Notes:	_____	

Cancellation Policy

User must notify Auxiliary Enterprises of any event cancellation as soon as possible. Cancellation Fees will be charged as follows:

Cancellation Fee for UTHealth Users: If User cancels the event with less than thirty (30) days advance notice, a cancellation fee will be charged equal to fifty dollars (\$50.00) for each section of the Cooley Center reserved. Cancellation Fee: \$_____ if not cancelled before _____.

Cancellation Fee for Guest Users: If User cancels the event with less than thirty (30) days advance notice, the Holding Deposit listed above will be forfeited to Auxiliary Enterprises. If User cancels the event with more than thirty (30) days advance notice (by _____), fifty percent (50%) of the Holding Fee (\$_____) will be refunded to the User.

Notes

SECTION II: COOLEY CENTER REGULATIONS

In using the Cooley Center for the event described above, User agrees to abide by the rules and regulations of UTHealth and Auxiliary Enterprises as stated in this User Agreement and in UTHealth's Handbook of Operating Procedures (HOOP) (see www.uthouston.edu/hoop). Please refer any questions to Auxiliary Enterprises at (713) 500-8400.

A. GENERAL PROVISIONS

1. Auxiliary Enterprises will provide User the use of the agreed space in the Cooley Center with available furnishings set up to the specifications agreed to before the event by Auxiliary Enterprises and the User. All use must be in accordance with HOOP Policy 11, Use of University Facilities.
2. It is the User's responsibility to return the space to the same condition after the event. User will be responsible for any damage to the Cooley Center occurring as a result of the event, and/or caused by participants and/or observers of the event or by vendors or contractors hired by the User for the event.
3. No solicitation shall be conducted at the Cooley Center unless permitted by HOOP Policy 165, Solicitation on Campus and approved in advance by Auxiliary Enterprises. Solicitation includes, but is not limited to, communication (whether via oral statements, the distribution of promotional items, or the distribution or posting of printed materials) relating in any way to:
 - the sale, lease, or rental of any product merchandise, publication, service or property;
 - recruitment for membership or support of any organization other than a registered UTHealth student or employee organization;
 - the request for or receipt of any gifts or contributions;
 - the request to support or oppose a candidate, issue, or proposition appearing on the ballot at any election held pursuant to state or federal law or local ordinances.

Any such activity is prohibited unless permissible by UTHealth policy and approved in advance by Auxiliary Enterprises. User must submit a Solicitation Form to Auxiliary Enterprises to obtain approval. See HOOP Policy 165, Solicitation on Campus, for more information.

4. It is the responsibility of the User to ensure that sufficient time is included for event rehearsal, set-up, take-down and clean-up in the reserved time slot. User will ensure that the room is vacated on time. Auxiliary Enterprises reserves the right to dismiss an event if it runs past the reserved time and another event is waiting to begin. Auxiliary Enterprises reserves the right to charge additional fees for overtime use of the room.
5. User shall procure at its own expense a comprehensive liability insurance policy, including personal injury and property damage insurance, from an insurance company licensed to do business in the State of Texas and acceptable to Auxiliary Enterprises, covering the Cooley Center, the event, and the activities hereunder, and productions therein in the amount of \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. UTHealth shall be named as an insured in

any insurance policy required hereunder. The User agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the insurance as required under this User Agreement shall be delivered to Auxiliary Services no later than ten (10) days prior to the start of the event. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without giving ten (10) days written notice to Auxiliary Services. Providing and maintaining insurance coverage is a material term of this User Agreement.

6. No advertising material bearing the name of the Cooley Center or UTHealth may be distributed on or off campus in any way until this User Agreement has been fully signed, and all such materials must meet UTHealth policies (see HOOP Policy 8, Use of the University Name or Logo on Merchandise). Guest Users who are not affiliated with UTHealth may not use the UTHealth name or logos without prior approval of the UTHealth Office of Advancement and must not imply in any way endorsement of the event by UTHealth.
7. If any material, composition or name to be used or performed in this event at the Cooley Center is copyrighted, the User shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The User agrees to be fully responsible for any related fees, royalties and licenses. The User shall indemnify and hold UTHealth harmless from any and all claims, expenses or suits for copyright infringement which may arise from this event and the performance of this Agreement.
8. If representatives of the press (including but not limited to journalists, photographers or video crews) will be present at the Cooley Center to conduct interviews, take film footage, or report on event proceedings, they must be escorted by a member of the UTHealth Media Relations Team while visiting the Cooley Center (see HOOP Policy 5, Communications With the Media).
9. An event shall not interfere with normal university operations or with normal public access to the building or grounds.
10. User, in its use of Cooley Center, may not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or any veteran status.

B. USE OF FACILITY

1. Audiovisual and Meeting Equipment:

- a) Auxiliary Enterprises will set up for the User the equipment and supplies listed in Section I of this User Agreement. User may request changes later, but Auxiliary Enterprises cannot guarantee future availability of equipment and supplies that are not included in this User Agreement.
- b) Neither the User nor any event participant may upload software to Cooley Center computers or change computer configurations or settings in any way. Only personnel authorized and designated by Auxiliary Enterprises may perform these functions. User must inform Auxiliary Enterprises of any special software or settings required at least forty eight (48) hours in advance of the event.

- c) Cooley Center equipment supplied by Auxiliary Enterprises for the event may not be taken off site.
 - d) User may, at its own expense, supply or rent additional equipment from outside/off-site sources. User must submit to Auxiliary Enterprises the name of any outside/off-site vendors along with the name and phone number of a contact person for each vendor. Auxiliary Enterprises will not assume liability for such items delivered or stored on the premises. Any equipment brought in must be approved by Auxiliary Enterprises in advance. User is responsible for ensuring that all equipment and supplies brought in from outside/off-site sources for the event are removed from the Cooley Center at the end of the event. User will be responsible for fees associated with the disposal by Auxiliary Enterprises of any equipment or supplies left behind by User or event participants.
2. **Displays and Decorations:** User is permitted to decorate the room after receiving Auxiliary Enterprises' approval for decorations and for scheduled set-up. User is responsible for promptly removing all decorative materials and displays after the event.
- a) Meeting notices or other written material may not be posted at the Cooley Center without prior approval of Auxiliary Enterprises. Auxiliary Enterprises will dispose of any unauthorized or improperly posted material found in the building or on the grounds.
 - b) Nothing may be hung, attached or suspended from any part of the building without the consent of Auxiliary Enterprises.
 - c) Approved displays, signs, flags, banners or decorations may not be erected, attached or mounted inside or outside the Cooley Center except in locations and using display systems permitted in advance by Auxiliary Enterprises.
 - d) Illuminated Fire Exit signs must remain visible at all times. Fire Exit doors and access ways must remain clear at all times.
 - e) In posting approved materials, User may not use stickers, labels, cellophane tape, or other attachments that will leave a glue, paste, or oil residue behind upon removal. Screws, nails, staples, pins or other mounting techniques that might adversely affect the structural or decorative integrity of any part of the building are prohibited.
 - f) Handbills, literature or promotional materials that advertise, promote, or identify a commercial enterprise, or that promote political or religious purposes, may not be distributed without the approval of Auxiliary Enterprises as evidenced in a fully approved Solicitation Form.
 - g) The following items are not allowed in the Cooley Center for any reason: candles (or any open flame), any flammable or combustible materials, confetti, glitter or like items. *User will be assessed a \$500.00 clean up fee for the use of glitter and/or confetti.*
 - h) All floral arrangements and plant matter brought into the building must be clean and pest free.
3. **Common Areas:** User acknowledges that the common areas of the Cooley Center (i.e., the lobby, patio, and courtyard) will be accessible to the general public during the event unless the common areas are expressly reserved in advance in this User Agreement.

4. **Deliveries:** Deliveries of food, beverages, supplies, equipment, and the like may be made only at locations designated as loading areas and only at times designated by Auxiliary Enterprises. User (or User's designee) must be present to accept and oversee any event deliveries to the Cooley Center.
5. **Food and Beverage:**
 - a) User may bring its own food and beverages, or may hire a caterer of its choice. User must inform Auxiliary Enterprises of any food and beverages that will be brought to Cooley Center, as well as any catering or delivery service that will be used, along with the name and phone number of a contact person for any such service.
 - b) No alcoholic beverages may be sold, served or consumed at the Cooley Center unless a Request for Permission to Serve Alcoholic Beverages is approved in advance and submitted to Auxiliary Enterprises at least two (2) weeks prior to the event. Any provision or use of alcoholic beverages must be in accordance with HOOP Policy 9, Alcoholic Beverages. Security Services are required for any event at which alcohol will be present (User is responsible for arranging Security Services; see II.B.9 for further information).
 - c) No alcoholic beverages may be sold or served to any person under the age of twenty-one (21). No alcoholic beverages may be sold or served to any person who is visibly intoxicated.
 - d) For security reasons, only caterers that are expected in advance by Auxiliary Enterprises will be allowed to set up food events.
 - e) Caterers may use the loading lanes off Cambridge Road while loading and unloading supplies, but may not remain parked there for the entire event.
 - f) A licensed caterer may use food-warming devices that require open flame only if fire extinguishers are provided.
 - g) User must notify Auxiliary Enterprises in advance if the Cooley Center kitchen will need to be used. A refundable cleaning deposit is required for use of the kitchen (see Section III for details). User is responsible for ensuring that caterers follow rules posted in the kitchen for using the provided equipment and supplies and cleaning the space after use.
 - h) The use of glass items is prohibited in outdoor areas (i.e., the patio and the courtyard) unless approved in advance by Auxiliary Enterprises.
6. **Furniture and Fixtures:** Furniture and fixtures may not be displaced. Once Auxiliary Enterprises sets up a room for User, User will not rearrange the room. If room rearrangement is desired, User will contact Auxiliary Enterprises. *If User requests any layout changes to the room less than 24 hours prior to the event, a \$100.00 change fee will be assessed to the User per each change order.*
7. **Outside Caterers / Vendors / Contractors:** User may hire vendors or contractors to support the event (such as caterers, florists, decorators, valet services, audio visual companies, entertainers, etc.). User must inform Auxiliary Enterprises of any vendors or contractors that will be present at Cooley Center, as well as any deliveries that are expected. User must submit to Auxiliary

Enterprises the name of any such vendors/contractors along with the name and phone number of a contact person for each vendor/contractor. Any vendor or contractor present at Cooley Center must comply with all insurance and other requirements of UTHealth. UTHealth strongly encourages the use of Small Businesses and HUB vendors. For a list of local Small Businesses and HUB vendors, go to: <http://www.uthouston.edu/buy/hub.htm>

8. **Parking:** There is no free parking available at the Cooley Center. User is responsible for informing event participants and outside vendors about parking options and regulations, including, but not limited to:
 - a) Event participants may park in the UTHealth Research Park Complex parking lot on East Road. Regular parking fees apply unless separate advance arrangements are made by the User and approved by Auxiliary Enterprises. To make separate arrangements, User may contact the Director of Parking Services at (713) 500-8403.
 - b) Walk-up payment kiosks are located in the Cooley Center and in the parking lot. Payment may be made by cash, debit card, or credit card (Visa, MasterCard or Discovery). After payment, the driver has fifteen (15) minutes to exit the lot.
 - c) The Research Park Complex parking lot does not offer in-and-out privileges.
 - d) User may opt to buy parking validations for event participants in advance by making arrangements with the parking office located at University Center Tower (phone number: (713) 500-3405). There will be no refunds for unused parking validations.
 - e) User may hire a valet service to support the event. User must inform the Director of Parking Services about the valet service, along with the name and phone number of a contact person at that service, in advance.
 - f) Vehicles that are parked at the Research Park Complex lot for longer than 24 hours or that are parked in non-designated areas or otherwise in violation of UTHealth rules and policies are subject to ticketing and/or towing.
 - g) The parking of any oversized vehicle or other vehicle that takes more than one parking space must be approved in advance by the Director of Parking Services. If prior approval is not obtained, any such vehicle taking more than one space is subject to ticketing and/or towing.
 - h) UTHealth is not responsible for any damages to vehicles due to fire, theft, or otherwise.
9. **Security Services:** Security Services are available for all events and are mandatory for any event where alcohol will be served. User is responsible for arranging security by contacting UT Police at Houston at (713) 792-2890. Auxiliary Enterprises may determine, at its sole discretion, that security services are needed for certain events. User will be responsible for the costs of these security services.
10. **Trash/Clean-Up:**
 - a) If additional trash cans will be needed, User must notify Auxiliary Enterprises in advance.
 - b) User must report spills or other urgent clean-up needs during the event to Auxiliary Enterprises as soon as possible.

- c) User is responsible for assuring that all trash has been placed in appropriate receptacles before vacating the room.
- d) User is responsible for assuring that any trash overflow from the kitchen (if used). i.e., trash that does not fit in the provided trash bins, is properly bagged and deposited in the dumpster at the School of Dentistry loading dock at the conclusion of the event.
- e) Any property left at the Cooley Center by the User, its vendors or event participants will, after a period of three (3) business days after the event, be deemed abandoned and will become property of UTHealth to be disposed of or utilized at UTHealth's sole discretion.

C. EVENT CONDUCT

1. Safety:

- a) User must require all participants to observe these guidelines and all applicable fire, occupancy, and building codes.
- b) Climbing or walking upon any piece of furniture or equipment is prohibited.
- c) Activities such as softball, football, and frisbee throwing, or any activities which are disruptive to the educational process, are not allowed in the Courtyard or anywhere in the Cooley Center due to the close proximity of clinics and classrooms and the potential interruption of pedestrian flow to and from the area. Auxiliary Enterprises reserves the right to dismiss, at its sole discretion, any event with disruptive activity.
- d) No one may carry, either openly or concealed, firearms or other dangerous weapons, unless such person is a registered Texas peace officer or federal law enforcement officer.
- e) Children / youth under the age of 18 must be accompanied by an adult who will be responsible for their actions.
- f) Service animals used to assist handicapped or disabled individuals are allowed. All other animals are strictly prohibited.
- g) User must report criminal or suspicious activity or persons to UT Police at (713) 792-2890 as soon as possible. (In case of emergency, User should call 911.)
- h) User must notify Auxiliary Enterprises of any security issues or accidents during the event as soon as possible.

2. Music / Noise

- a) Music must be kept at a soft background level and will not interfere with other meetings at the Cooley Center or with the operations of the School of Dentistry or the Behavioral and Biomedical Sciences Building.
- b) Activities requiring a band or other loud activity are restricted to weekends or after 5:00 p.m. on weekdays, and must be approved in advance by Auxiliary Enterprises.
- c) Loud, rude or riotous noise and/or disorderly conduct are not permissible.
- d) User will comply with all applicable licensing and royalty requirements with respect to any music used at the event.

3. **Property/Damage:**

- a) User must ensure that the area is properly cared for during the event and must guard against damage to the property.
 - b) User must report any damage immediately to Auxiliary Enterprises. If damage to buildings, grounds or equipment should occur, User will be held responsible. Auxiliary Enterprises will charge User for the cost of repair and/or replacement.
4. **Smoking:** Smoking is not permitted at the Cooley Center or anywhere within or upon The University of Texas South Campus, either indoors or outdoors.

SECTION III: FEES AND DEPOSITS

The specific fees and deposits charged for this event are detailed in Section I of this User Agreement. The types of fees and deposits along with their payment schedules are described below. User may pay by check (made payable to UTHealth) or credit card. Credit card payments will be assessed a convenience fee of 3%.

- A. **Room Fee:** The Room Fee covers the usage of the room and its furnishings, including tables, chairs, and audiovisual systems as described in Section I, as well as attendant restrooms. The Room Fee is due in full two (2) weeks prior to the event.
- B. **Holding Deposit:** In order to hold a room, User must pay a Holding Deposit equal to fifty percent (50%) of the Room Fee within seven (7) days of signing this Agreement. (UTHealth Users must provide a chart field). The Holding Deposit will be applied toward the Room Fee.
- C. **Cancellation Fee:** If the User cancels the event, a cancellation fee applies as follows:
 1. UTHealth Users: If User cancels the event with less than thirty (30) days advance notice, a cancellation fee will be charged equal to fifty dollars (\$50.00) for each section of the Cooley Center reserved (see Section I for exact fee).
 2. Guest Users: If User cancels the event at least thirty (30) days prior to the reserved date, Auxiliary Enterprises will refund fifty percent (50%) of the Holding Deposit to the User. If the User cancels the event with less than thirty (30) days notice, the Holding Deposit will be forfeited to Auxiliary Enterprises.
- D. **Room Security Deposit:** The Room Security Deposit is assessed to protect against potential damage to Cooley Center property during the course of the event. The Room Security Deposit is equal to fifty percent (50%) of the Room Fee and is due in full two (2) weeks prior to the event. Should any damages occur to the Cooley Center facilities, equipment or supplies during the event, User will be held responsible and the Room Security Deposit will be forfeited to Auxiliary Enterprises to cover repair and replacement costs. Likewise, should any non-Cooley Center equipment, items or supplies be left at the Cooley Center after the event by the User, event

attendees or related vendors, the Room Security Deposit will be forfeited to Auxiliary Enterprises to cover disposal costs. Should actual repair or disposal costs exceed the amount of the Room Security Deposit, Auxiliary Enterprises will bill User for the incremental cost. If there is no damage or property left behind, Auxiliary Enterprises will refund the Room Security Deposit in full to User within two (2) weeks after the event.

- E. **Kitchen Security Deposit:** The Kitchen Security Deposit applies only if User plans to use the kitchen, and is assessed to protect against potential damage to the Cooley Center kitchen and pay for cleaning if needed after the event. The Kitchen Security Deposit is \$150.00 and is due two (2) weeks prior to the event. If the kitchen and its equipment are not fully cleaned by the end of the event or is damaged in the course of the event, the Kitchen Security Deposit will be forfeited to Auxiliary Enterprises to cover the cost of cleaning and repair. Should cleaning or repair costs exceed the amount of the deposit, Auxiliary Enterprises will bill User for the incremental cost. If the kitchen is undamaged and is fully cleaned after the event, Auxiliary Enterprises will refund the Kitchen Security Deposit to the User within two (2) weeks after the event.

- F. **Meeting Support Fees:** Meeting Support Fees cover additional supplies and services requested by the User, such as supplemental audiovisual equipment, meeting supplies, linens, on-site technology staff, and other items as listed in Section I. Meeting Support Fees are due two (2) weeks prior to the event.

By signing this document, User agrees to comply with and be bound by the terms of this Agreement in its use of the Cooley Center.

USER

Signature

Printed Name

Title

Organization

Date

UTHEALTH AUXILIARY ENTERPRISES

Signature

Printed Name

Title

Date