ALAMO COLLEGES	**FACIILITY USE AGREEMENT** **Koehler Cultural Center** **(Private, Non-Commercial Portraits Only)** **Contract No._____**

This Agreement is entered into by and between Alamo Community College District ("Alamo Colleges"), a public junior college district and a political subdivision of the State of Texas, and _____ ("Organization/Client").

WITHNESSETH

WHEREAS, Alamo Colleges is a public junior college district comprised of district services offices and five colleges, San Antonio College, St. Philip's College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College;

WHEREAS, Alamo Colleges owns and operates the facility located at 310 W. Ashby, San Antonio, Texas 78212, ("Facility" also referred to herein as "Koehler Cultural Center" or "Koehler House"), which is part of the San Antonio College campus;

WHEREAS, Organization/Client desires to use the Facility, upon the terms and conditions herein set forth; and

WHEREAS, Alamo Colleges shall grant the Organization/Client the use of the Facility, upon the terms and conditions herein set forth;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the parties hereto agree to the TERMS AND CONDITIONS stated herein.

TERMS AND CONDITIONS

I. **PAYMENT.** Organization/Client agrees to pay Alamo Colleges a total fee in the amount of _____ dollars ($_____) due and payable immediately upon execution of this Agreement.

Cancellation of this Agreement by Organization/Client prior to event, for any reason, will result in forfeiture of the payment.

The total fee is comprised of the following:

Facility Rental Fee (See Facility Use Policy): $_____

Payment shall be made payable to "Alamo Colleges."

II. **RENTED FACILITY.** Alamo Colleges agrees to rent the following Alamo Colleges owned Facility to the Organization/Client under the Terms and Conditions of this Agreement, which includes the **Koehler Cultural Center Facility Use Policy** attached hereto and incorporated herein for all purposes and identified as "**Exhibit B**":

Facility:

Address: 310 W. Ashby, San Antonio, Texas 78212

Building Name: "Koehler House" or "Koehler Cultural Center"

Room Number(s): 1st Floor, Porch and Grounds

A description of the Facility uses, times, and other information relating to use is set forth in detail in **Exhibit A** which is attached hereto and incorporated herein for all purposes.

III. **PARKING FACILITIES.** Alamo Colleges shall make the existing parking facilities at the rented Facility available for the vehicular traffic and parking necessitated by the Organization/Client's use of the rented Facility, on a non-exclusive basis.

IV. **MAXIMUM CAPACITY.** Organization/Client anticipates approximately _____ (__) participants and agrees to inform Alamo Colleges of any significant changes five (5) days in advance of the event. Organization/Client shall not admit a larger number of persons than can safely and freely move about the Facility. Alamo Colleges shall notify Organization/Client of the recommended capacity of the Facility and all decisions of Alamo Colleges concerning questions arising under this Paragraph shall be final.

V. **TERM AND TERMINATION.** The term under this Agreement **is _____, 20_____ through _____, 20____** ("Event"), unless earlier terminated. This Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party.

Termination of this Agreement by Organization/Client prior to Event, for any reason, will result in forfeiture of the payment.

When both parties sign this Agreement, the date(s) for the Event shall be deemed confirmed.

If Organization/Client desires to change the date(s), it will require termination of this Agreement by Organization/Client, subject to forfeiture of the payment, and execution of a new agreement. Under no terms will the payment be transferred and/or allocated in any way to another Event, term, or Facility Use Agreement with Alamo Colleges.

VI. **EMPLOYEES OF ALAMO COLLEGES.** The Terms and Conditions stated herein and the Facility Use Policy (Exhibit B) which is incorporated herein for all purposes shall apply to employees of Alamo Colleges who desire to rent Facility. No exceptions will be permitted for employees.

VII. WARRANTY AND REPRESENTATION. The Facility provided to Organization/Client under the terms and conditions of this Agreement is provided "as is" without any warranty and/or representation whatsoever. Organization/Client agrees to return the Facility to Alamo Colleges in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Term of this Agreement. Organization/Client will be responsible for all damages to any Alamo Colleges property caused by Organization/Client or caused by, relating to, or arising from Organization/Client's use of the Facility.

VIII. RELEASE OF LIABILITY. Organization/Client hereby releases Alamo Colleges from all liability relating to the Facility or any of the Alamo Colleges property, including, but not limited to, liability resulting from Alamo Colleges' negligence, whether contributory, sole, or joint, arising out of or related to this Agreement.

IX. INDEMNIFICATION. Organization/Client agrees to indemnify, defend, and hold harmless Alamo Colleges, its Officers, Board of Trustees, Employees, Agents, Members and Assigns from and against, and to pay Alamo Colleges upon demand the amount of, any suits, claims, complaints, damages, judgments, penalties, fines, losses, costs, and expenses (including legal expenses and court costs) of whatsoever kind and nature, imposed upon, incurred by, or asserted against Alamo Colleges in any way related to or arising from the execution, enforcement, or performance of this Agreement or the Organization/Client's use of the Facility. The Organization/Client's duty to indemnify, defend, and hold harmless Alamo Colleges pursuant to this section includes, but is not limited to, claims related to or arising from bodily injury or death or from damage to property and the loss of use resulting from such damage, regardless of whether such injury, death, or damage occurs to individuals or property owned by individuals who are participants in Organization/Client's events and activities and, regardless of whether such injury, death, or damage was caused by or resulting from, in whole or in part by any act or omission of Alamo Colleges.

X. EVIDENCE OF INSURANCE AND RESTRICTIONS ON ALCOHOLIC BEVERAGES. Intentionally Omitted.

XI. SMOKING RESTRICTIONS. By this Agreement, Alamo Colleges denies any rights other than expressly stated herein and specifically denies any right to Organization/Client of possession or occupancy which would be in violation of Texas State Law, or the rules and/or policies of Alamo Colleges. **Smoking is prohibited** indoors and anywhere outside on Alamo Colleges' property.

XII. NO ASSIGNMENT. Organization/Client shall not assign or transfer any of its rights under this Agreement without the prior written consent of Alamo Colleges. Organization/Client herein is an independent contractor and not the agent or employee of Alamo Colleges.

XIII. RIGHT TO ENTER. In permitting the use of the Facility described herein, Alamo Colleges does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all laws, rules and/or policies and procedures of Alamo Colleges applicable thereto, including but not limit to the Facility Use Policy (Exhibit B). All portions of the Facility will at all times be under the charge and control of Alamo Colleges. Alamo Colleges' agent or other authorized representative

of Alamo Colleges may enter upon the Facility at all times to make inspections to ensure compliance with this Agreement.

XIV. FORCE MAJEURE. If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulation of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions or emergencies, or other similar event beyond the control of the obligated party, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform the obligations that were so prevented or infeasible.

XV. NOTICE. Any notices must be in writing under this Agreement and shall be delivered by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Alamo Colleges or Organization/Client at the following address:

Notices to Alamo Colleges:
San Antonio College c/o Koehler House
1300 San Pedro Avenue
San Antonio, Texas 78212-4299
Tel: 210/ 486-0876

Notices to Organization/Client:
_____
_____
_____
_____
Tel: _____
Email: _____

XVI. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to the Facility. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges with respect to the Facility except as expressly stated herein.

XVII. AMENDMENTS. This Agreement can only be changed by an agreement in writing signed by both Alamo Colleges and Organization/Client, except that Alamo Colleges may, by its own action, modify the rules for usage at any time with seven to ten (7-10) days prior written notice to Organization/Client.

XVIII. COMPLIANCE WITH LAWS. Organization/Client shall comply with all laws, ordinances, regulations, rules and/or policies and procedures of Alamo Colleges (including but not limited to the Facility Use Policy, Exhibit B), City of San Antonio, County of Bexar, State of Texas and the United States, that are applicable to the use of the Facility. Organization/Client shall pay all taxes and/or fees, if any, imposed by laws in connection with its use and occupancy of the Facility.

XIX. VIOLATIONS. If at any time the use of the Facility by Organization/Client violates any applicable ordinances, regulations, laws, rules and/or policies of Alamo Colleges (including but not limited to the Facility Use Policy, Exhibit B), City of San Antonio, County of Bexar, State of Texas or the

United States of America, Organization/Client shall either cease and desist from continuing such use or shall surrender the Facility forthwith upon written demand by Alamo Colleges and served upon Organization/Client pursuant to Paragraph XV herein.

XX. ADVERTISING AND SELLING. No advertising or other items shall be placed or posted on walls or doors in or about the Facility without prior written permission of Alamo Colleges. Alamo Colleges' name shall not be used to suggest co-sponsorship or endorsement of any activity, except with the prior written approval by Alamo Colleges. Solicitation of donations is prohibited. Organization/Client shall not make audio or video recordings or televise or broadcast the event or any portion thereof without Alamo Colleges' written permission provided at least three (3) days in advance.

XXI. DEFACEMENT AND DAMAGE. Organization/Client shall not injure, mar or in any way deface the Facility and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or defaced. Organization/Client will not drive or permit to be driven, nails, hooks, tacks, staples, adhesive foam, tape of any type, or screws into any part of the Facility and will not make or allow to be made any alterations of any kind therein. Organization/Client is responsible for any costs related to repair of damages caused by or resulting from its usage.

XXII. ALAMO COLLEGES' EQUIPMENT. Organization/Client shall not use Alamo Colleges' equipment, tools or furnishings, located in or about the Facility, without the prior written approval of Alamo Colleges.

XXIII. ADDITIONAL USERS OR ALAMO COLLEGES' STUDENTS. Organization/Client acknowledges and agrees that, during the term of this Agreement, other events may take place at the Facility and/or Alamo Colleges' students may be present during the course of normal business hours in and/or around the Facility not covered by this Agreement. Organization/Client shall conduct its activities or event so as not to interfere with same.

XXIV. SECURITY. Organization/Client shall be responsible for costs associated with providing security for the Event if necessary in accordance with the following:

A. All requests for security coverage for any event to be held on the premises of any Alamo Colleges owned property will be communicated to the office of the Chief of Police of the Alamo Colleges Police Department, through Facility personnel.

B. The Alamo Colleges Police Department shall be the sole source for additional police/security coverage at all Alamo Colleges owned properties.

C. If Alamo Colleges Police Department is unable to provide the necessary security, Organization/Client shall secure security from another source. **In no event** shall a peace officer or security officer not employed by the Alamo Colleges Police Department be permitted to work any event at any Alamo Colleges owned property **without the prior approval of the Alamo Colleges Police Department, Chief of Police.**

XXV. INDEPENDENT CONTRACTOR. Organization/Client and Alamo Colleges understand and agree that each performs tasks, the details of which the other does not have legal right to control and no

such control is assumed by this Agreement. This Agreement does **not** create an employment relationship, partnership, or joint venture between Organization/Client, its employees, and Alamo Colleges. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Organization/Client and Alamo Colleges further agree that nothing in this Agreement shall be construed to create a borrowed servant status with the employees of the other party.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their signatures as shown below.

ORGANIZATION/CLIENT

By: _____
Date

Print Name: _____

Title: _____

Attachments:
Exhibit A
Exhibit B

ALAMO COMMUNITY COLLEGE DISTRICT

By: _____
Robert Zeigler Date
President, San Antonio College

Approved as to Form Only:

_____

FACILITY USE AGREEMENT
(Private, Non-Commercial Portraits Only)

Between
ALAMO COMMUNITY COLLEGE DISTRICT
on behalf of Koehler Cultural Center
And
_____ ("Organization/Client")

EXHIBIT A

KOEHLER HOUSE FACILITY USE AGREEMENT NO. _____

TERM:
Start Date: _____ ; Time _____ a.m/p.m.

End Date: _____; Time _____ a.m./p.m.

Describe any limitations or restrictions (such as specific days of the week, excluding holidays, etc.):

The first floor of the Facility will be unlocked fifteen (15) minutes prior to contracted time to allow Organization/Client access for set-up purposes only, unless specified otherwise by Facility personnel.

RENTAL PURPOSE/DESCRIPTION OF EVENT:
Taking of portraits only for private, non-commercial use.
_____

DESCRIPTION OF PARKING FACILITIES:

Organization/Client and its attendees, invitees and/or guests, and vendors may park in San Antonio College parking lot No. 1 on the corner of Ashby and Belknap or in lot No. 5 on the corner of Lewis and Courtland. All parking is provided on a non-exclusive basis.