STATE OF TEXAS §

§ **Use Agreement**

COUNTY OF DALLAS §

This Use Agreement ("Agreement") is by and between the City of University Park ("City") and _____ ("User"), on the _____ day of _____, 20__ acting by and through their authorized representatives.

WHEREAS, the City is the owner of the property located in the Plaza at Preston Center and known as the University Park Public Library ("Library"); and

WHEREAS, User desires to use a portion of the Library (the "premises") for a meeting or event (the "Use");

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I
Term

The Use will be for a period of _____(date(s) and time(s)) (the "term").

Article II
Use

2.1 **Permission**. City does hereby grant permission to User to use the premises during the term.

2.2 **Permitted Use**. The premises shall be used for the purpose of _____ by User ("Permitted Use").

2.3 **Signage**. All signs used by the User on the premises shall be approved by the City Librarian prior to installation. Signs shall conform to all city Code requirements.

2.4 **Rent and Other Payments**. User will pay a rental fee of _____, payable in advance. User will pay all utility costs, telephone, and operating costs.

2.5 **Loss from Theft.** City shall not be responsible for any loss of goods or materials because of theft, fire, vandalism, flooding, loss of power, or acts of God which User may suffer during its use of the premises.

2.8 **Condition of Premises.** User agrees to comply with all Library "Meeting Room Policies and Procedures" and "Meeting Room Instructions" set out in Exhibit "A"

attached hereto and made part hereof for all purposes. User will not in any manner deface or injure the premises and will pay the cost of repairing any damage or injury done to the premises or the Building by User or User's agents, employees or invitees. User shall take good care of the Premises and keep them free from waste and nuisance of any kind. User agrees to keep the premises, including without limitation, all fixtures installed by User and all plate glass, walls, carpeting and other floor covering, in good, clean condition and make all necessary repairs. At the termination of this Agreement, User shall deliver up the premises with all improvements located thereon in good repair and condition, normal wear and tear excepted, failing which City may restore the premises to such condition and User shall pay the cost thereof.

      2.9   **Alterations and Additions.** User shall not make, or allow to be made, any alterations or physical additions in or to the premises without the prior written consent of City. All unattached and movable furniture and trade fixtures installed by User shall be removed by User at the end of the term. All such removals and restoration shall be accomplished in a good workmanlike manner and User agrees to repair any damage caused to the Building or the premises by such removal.

      2.10   **Use of Premises.** User will not occupy or use, nor permit to be occupied or used, any portion of the premises for any business or other purpose except for the Permitted Use, nor for any other business or purpose which is unlawful or deemed to be disreputable in any manner or extra hazardous on account of fire, nor permit anything to be done which will increase the rate of fire insurance on the Building. User shall not permit any activity that emits any odor that intrudes into other portions of the Building, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Building or otherwise interferes with, annoys or disturbs any other User. User will maintain the premises in a clean and healthful condition and will comply with all laws, ordinances, orders, rules and regulations, including state, federal, municipal and other agencies having any jurisdiction thereof. User shall conduct its business and control its agents, employees and invitees in such manner as not to create any nuisance or interference with, annoy or disturb other users of the Building.

      2.11   **Indemnification.** The User agrees to release, indemnify and hold harmless the City, its officers, agents, employees, and third party representatives (collectively referred to as "City") from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage and lawsuits and judgments, including court cost, expenses and attorney's fees, and all other expenses arising directly or indirectly from the User's performance of this Agreement or use of the premises.

      2.12   **Termination of Agreement.** This Agreement may be terminated by the City or User by the giving of twenty-four (24) hours' written notice thereof to the other party.

Article III
Miscellaneous

3.1 **Amendment**. No provision of this Agreement may be altered or amended without the express written agreement of the parties hereto.

3.2 **Governing Law**. This Agreement is entered into in Dallas County, Texas, wherein exclusive venue shall lie of any action brought to enforce the provisions hereof. This Agreement shall be governed by the laws of the State of Texas.

3.3 **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it..

3.4 **Authorization**. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

3.5 **Notice**. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for:	With Copy:
City of University Park	Robert L. Dillard III
Attention: City Manager	Nichols, Jackson, Dillard,
3800 University Blvd.	Hager & Smith, L.L.P.
University Park, Texas 75205	1800 Ross Tower
	500 N. Akard
	Dallas, Texas 75201

If intended for User:

3.6 **Entire Agreement**. This is the entire Agreement between the parties with respect to the subject matter covered herein. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in the Exhibit attached hereto.

3.7 **Recitals.** The recitals to this Agreement are incorporated herein.

3.8 **Survival of Covenants**.   Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

EXECUTED on the ____ day of _____ 20__.

City of University Park, Texas

By: _____
              Sharon Martin, Library Director

EXECUTED on the ____ day of _____ 20__.

User, _____

By: _____

_____, its _____

<center>**City's Acknowledgment**</center>

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____ 20__, by Sharon Martin, being Library Director of the City of University Park, Texas, on behalf of said municipality.

_____
Notary Public, State of Texas

My Commission expires: _____

<center>**User's Acknowledgement**</center>

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____ 20__, by _____, _____of _____, on behalf of said _____.

_____
Notary Public, State of Texas

My Commission expires: _____