- A. CLIENT understands and acknowledges that UNIVERSITY makes no warranties, guarantees, or representations regarding the number of events other than UNIVERSITY basketball games that will be held in the CENTER. CLIENT further understands and agrees to abide by the rules and regulations governing the CENTER, which are incorporated herein by reference and subject to change at any time at the discretion of UNIVERSITY.
- B. In the event that UNIVERSITY, its successors, and its assigns discontinue playing any of its collegiate basketball games at the CENTER, then CLIENT shall have the option to cancel this agreement. CLIENT may exercise the option to cancel this agreement within sixty (60) days after receipt of written notice from UNIVERSITY that UNIVERSITY intends to discontinue playing any of its collegiate basketball games at the CENTER. Upon such cancellation, the unused balance of any advanced use fees shall be returned to CLIENT after deduction for any obligations of CLIENT to UNIVERSITY under this agreement or to others for food, beverages, or services furnished to CLIENT. The unused balance of any

use of the Hospitality Suite and the accompanying reserved seats, UNIVERSITY agrees to return the Hospitality Suite to CLIENT in the same condition as existed immediately prior to UNIVERSITY's event, less normal wear and tear. UNIVERSITY shall be responsible for all damage to the Hospitality Suite during such UNIVERSITY event, so long as such loss or damage was not caused by negligence of CLIENT or CLIENT's agents, employees, and/or invitees. In September of each year, UNIVERSITY shall inspect the Hospitality Suite to determine its condition. Another inspection shall take 161222(infering NIVERSITY) 2012 (infering NIVERSITY) 2012 (infering NIVERSITY) 2012 (infering NIVERSITY) 2013 (infe

cleaning the Hospitality Suite. CLIENT shall provide its own trash receptacle for the Hospitality Suite, with the minimum size being thirty (30) gallons. UNIVERSITY will remove trash from the Hospitality Suite only after the completion of the day's events.

events.
(3) Improvements and decoration of the floor and walls of the Hospitality Suite may be made b.oBm CyCy-12NnlT

shall surrender the Hospitality Suite to UNIVERSITY in good, clean, and safe condition. CLIENT shall repair damage to Hospitality Suite by CLIENT'S use thereof and remove any of CLIENT'S personal property and equipment therein.

CLIENT shall obtain and keep in force during the term of this agreement, a policy of comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00) each loss/two million dollars (\$2,000,000) annual aggregate for the use of Hospitality Suite and CENTER. During the term of this agreement, CLIENT shall also maintain a property damage policy of \$50,000.00. Proof of such insurance naming UNIVERSITY as must be current and on file in the Administrative Offices of CENTER prior to occupancy.

c	.1 .	4
∩t.	thic	agreement
UΙ	ums	agreement.

Should CLIENT fail to pay any sums when due hereunder, or if CLIENT or CLIENT's guests fail to c(il /LBody &MCID]TJEMC /6&MCID]TJEMC /6&0.007 y)3.002 7rody 2 (f)5 3

Right of Entry - UNIVERSITY and its employees and agents shall have the A. continuing right to enter CLIENT'S Hospitality Suite at any and all times for the performance of duties required to be performed by UNIVERSITY hereunder. Sale of Tickets Prohibited -B.

and effect. In the event, through no fault of the CLIENT, the Hospitality Suite is destroyed or otherwise unusable, as determined by mutual agreement of the Parties, CLIENT will receive a pro rata refund for the amount of time the Hospitality Suite is uninhabitable.

- J. <u>Joint and Several Liability</u> In the event that named CLIENT herein is composed of more than one person, or is a partnership or joint venture, the respective individuals, partners, or joint ventures comprising CLIENT shall be jointly and severally liable hereunder, whether or not the individual partners or joint ventures are signatories to the agreement.
- K. <u>Notices</u> All notices required hereunder will be deemed duly given if sent by certified mail to the following address:

If to CLIENT: Contact Name

Company name.
Company Address
City, State Zip Code

If to UNIVERSITYnd2uy-12.53 -2.53 Td[(I-12 7 (o)-4 c (w-1 (pe)4 (cor(C)-3 (ode)]TJEMC /LBod4
