



FORT BEND DENTAL ACADEMY

Fort Bend Dental Academy Facility Rental Agreement

This Agreement is made and entered into this ____ day of _____, 20____, by and between **Fort Bend Dental Academy**, (“Facility”), and _____ (“Renter”).

Whereas _____ (“Renter”) desires to temporarily rent, occupy, and make use of Fort Bend Dental Academy’s facility, located at 3717 Township Ln., Missouri City, Texas 77459, and whereas, Fort Bend Dental Academy agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated; Now, therefore, the parties agree to the following terms and conditions:

1.0 GRANT

Fort Bend Dental Academy grants to rent out the space(s) subject to the terms and conditions of this Agreement, for the purpose of hosting a dental education event _____ (the “Event”). The renter shall not change the function or activity described herein without a written amendment to this Agreement signed by the renter and the facility.

2.0 DATE/TIMES OF PERMITTED USE

The period during which renter is entitled to use the space is as follows:

Date(s): _____

Commencement Time: _____

Termination Time: _____

3.0 RENTAL FEES/OTHER EXPENSES/PAYMENT

3.1 Renter agrees to pay the Facility a ____ fee plus the cost of any additional fees or services below. The Fee shall be paid no less than 14 business days prior to the Event.

Item	Cost	Included in Fee
CE Room (IT, Kitchen, Dental Chair Access)	\$3,500.00	
Lab	\$1,000.00	
Operatories	\$1,500.00	
Academy Package (CE Room, Lab, & Ops)	\$5,000	
Additional Day	\$1,000	
Food/Beverages (Optional)	*TBD	
Cleaning Fee (Required)	\$130.00	X
Live Video Production (Optional)	\$400.00/Hour	
Over Time Fee	\$150/Hour	
Special Fee	\$0	

- 3.2 Renter shall pay to the Facility as an additional fee the sum of \$150 for each hour or fraction of an hour that renters' officers, employees, agents, contractors, or invitees remain in the Rented Space beyond the time of permitted use.
- 3.3 Renter shall make all deposits and payments under this Agreement by certified check, bank money order, or business check made payable to "Fort Bend Dental Academy" and delivered to Facility at the following address: Attention: Accounting Department; 2277 Plaza Drive Suite 150 Sugar Land, TX 77478.

4.0 CARE OF PROPERTY

- 4.1 Renter shall take good care of the Rented Space and all property located therein and shall leave the Rented Space clean and orderly after each use. Renter shall be liable for the cost of any repairs, restorations, or replacements to the Rented Space within five days after date of rental or delivery of an invoice will be therefor given.
- 4.2 Renter may opt in to performing an inspection of the facility the day before the event to ensure that all equipment, supplies, and facility related items are in good working condition. If Renter decides to not participate in inspection and there are missing supplies, broken equipment, or damages to the facility Renter will be responsible for all cost to fix/replace.

5.0 CONTROL OF PREMISES AND RIGHT TO ENTER

In permitting the use of the Rented Space, the Facility specifically retains the right to enforce any and all laws, rules, and regulations applicable to the Rented Space, and representatives of Rented space may enter any portion of the Rented Space at any time and on any occasion without any restrictions.

6.0 PROPERTY RESTRICTIONS

Renter shall not use or permit the Rented Space to be used for any purpose other than that set forth herein. Renter further covenants and agrees:

- 6.1 Renter use of the Rented Space shall be in accordance with any and all rules promulgated by the Facility.
- 6.2 All activities in the Rented Space shall be conducted so as not to endanger any person or damage any property therein.
- 6.3 All doors, aisles, corridors, passages, and vestibules shall be kept free and clear of obstructions and shall not be used other than for ingress and egress.
- 6.4 No alterations shall be made to the Rented Space.
- 6.5 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 the Facility in writing.
- 6.6 No candles are permitted in the Rented Space.
- 6.7 No carts, dollies, or other equipment with metal casters are permitted in the Rented Space or the surrounding premises.
- 6.8 No smoking is allowed in or around the Rented Space or the surrounding premises.
- 6.9 No animals (except service animals) are allowed in or around the Rented Space or the surrounding premises.

- 6.10 No signs, messages, or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, the Rented Space or surrounding premises without prior written approval of the Facility.
- 6.11 Any articles, exhibits, fixtures, materials, or displays of Renter that have been previously approved by Facility shall be brought into or taken out of the Rented Space only at such entrances as may be designated by the Facility.
- 6.12 Renter shall not admit into the Rented Space at any time a larger number of persons than approved by the Facility. For this Event, the maximum approved occupancy is _____.

7.0 INDEMNIFICATION

RENTER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE FACILITIES AND DDS PARTNERS MANAGEMENT, P.A., AND THEIR OFFICERS, DIRECTORS, 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, DIRECTORS, 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.

8.0 TERMINATION

This agreement is binding on both parties. This agreement cannot be cancelled except as follows:

- 8.1 The Facility may cancel this Agreement for cause, such as if Renter fails to comply with the terms and conditions of this Agreement, fails on request to demonstrate in a manner acceptable to The Facility that Renter 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 The Facility. In any such event, no fee refund shall be made, and all fees and expenses called for by this Agreement.
- 8.2 The Facility 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, pandemic, floods, riots, wars, terrorist acts, or the requisitioning of the Rented Space by any governmental agency ("Force Majeure"). In the event of a Force Majeure, this Agreement shall terminate, and no fee refund shall be made. Renter hereby waives any claims for damages or compensation it may have against The Facility should this Agreement be so terminated.
- 8.3 Unless otherwise agreed to by the parties, if Renter shall cancel this Agreement or fail to take possession of or use the Rented Space covered by this Agreement, no fee refund shall be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by The Facility in connection herewith, shall be paid to The Facility by Renter as liquidated damages and not by way of penalty within 10 days following Renter's receipt of a statement for such charges. In the event that the performance of this Agreement is prevented by any cause beyond the reasonable control of the Renter or the Facility, both the Renter and the Facility shall use their best efforts to adapt or make reasonable efforts to reschedule the engagement when possible.

8.4 If cancellation of this agreement occurs at any time prior to 30 days before the date of the event not due to an act of God or any other unpredictable event that is beyond the control of the party suffering from this event, will pay 50% of the fee, due and payable immediately to the Facility. If any breach or cancellation of this agreement occurs within a period of 30 days or less from the date of the event, the entire fee shall be due and payable immediately to the Facility.

9.0 MISCELLANEOUS

9.1 The Renter will allow two Fort Bend Dental Lab Employees to attend event free of charge.

9.2 The Facility will offer the special accommodation of _____.

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.

9.3 No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.

9.4 All contracts related to the Event, including contracts between Renter and caterers, speakers, performers, managers, and others, must be made available to the Facility for review prior to the Event at the facilities' request.

9.5 Time, and especially time of payment of monies due from Renter, shall be of the essence of this agreement.

9.6 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.

9.7 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):

9.8 Facility:
Attn: Fort Bend Dental Academy
2277 Plaza Drive Sugar Land, TX 77479

Renter:
Attn: _____
Address: _____

IN WITNESS THEREOF, the authorized representatives of the parties have executed this Agreement:

Signature: _____ Date: _____

Print Name: SYDNEY ANDREWS

Title: FORT BEND DENTAL ACADEMY CE PROGRAM DIRECTOR

Renter's Signature: _____ Date: _____

Print Name: _____

Title of Renter: _____