

**7700 PARMER  
FACILITY USAGE AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_  
(hereinafter referred to as "USER") and BRI 1869 Parmer LLC (hereinafter referred to as  
"OWNER").

It is mutually agreed, as follows, between the parties concerning the use of (describe  
location) "7700 Parmer" for the following event (hereinafter referred to as "EVENT"):

Event Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Area: \_\_\_\_\_

1. The user agrees to pay a deposit of \$0.00 to be applied against the cost of any loss or damage. This deposit does not limit the payment required by USER in the event losses, cleaning and damages exceed this amount. The deposit will be refunded after the function to the extent loss or damage has not occurred. The deposit fee will be paid by check no later than two weeks prior to event dates and shall be made payable to BRI 1869 Parmer LLC and mailed or delivered to 7700 Parmer Lane, Building B, Suite 102, Austin, Texas 78727.
2. The USER agrees to be held liable and to reimburse the OWNER for any damage to any part of the 7700 Parmer Lane Property, personal and real, including but not limited to landscaping, any common areas or their contents which is caused by or result of the EVENT, including without limitation, damage caused by any guest, licensee, vendor, invitee of or visitor to the EVENT or any employee or agent of the undersigned USER.
3. The USER agrees to be held liable and to reimburse the OWNER for any claim of personal injury or property damage or loss of any type by any guest, licensee, vendor, invitee of or visitor to the EVENT, or any employee or agent of the undersigned USER and provide OWNER with proof of liability insurance.
4. The USER agrees that the owner expressly disclaims any responsibility for loss or damage described in paragraphs 2 and 3 above, and agrees to indemnify the OWNER and hold the OWNER harmless from expense due to claims for such loss or damages, including reasonable attorney's fees, if any, incurred by the OWNER by reason of such claims.
5. The USER agrees to schedule all events involving the 7700 Parmer Lane facility or appurtenance thereof, through the Property Management Office.

6. The USER agrees that any person(s) delivering or unloading equipment or supplies for the EVENT must check at the Property Management office before material can be delivered or unloaded.
7. The USER agrees that all deliveries will be made through gates and areas specified by the OWNER, unless otherwise agreed to in advance by Property Management.
8. The USER agrees to refrain from removal of any part or alteration of the EVENT space and appurtenance thereto and agrees to provide specific plans for OWNER approval.
9. The USER will be responsible for the behavior, conduct and safety of the USER'S staff and invitees, and any personnel and their personal items brought in by the USER for the EVENT.
10. The USER agrees that the OWNER, will not be held responsible for any equipment or materials brought into the EVENT space for the EVENT.
11. The USER agrees to refrain from attaching, adhering, fastening, or rigging any equipment or material in the EVENT space without the express written permission of Property Management.
12. The USER understands that the OWNER reserves the right to refuse any performances or exhibitions which occur in the OWNER'S space or appurtenance thereto. All performers and exhibitions must be approved in advance of EVENT set-up or move-in.
13. The USER agrees that all EVENT catering or other service providing firms must supply a certificate of insurance to the Property Management office prior to the set-up or move-in of any of the catering or other service providing firm's equipment or supplies.
14. The USER agrees that all food or beverage catered in the EVENT space must be approved by Property Management.
15. The USER agrees to comply with all city, state, federal or any other applicable regulations now in effect and those which may come into effect regarding the EVENT.
16. The USER understands that the OWNER reserves the right to refuse any signage or graphics for the EVENT. All graphics and signage must be approved in advance of the EVENT set-up or move-in.

17. The USER agrees that any marketing or promotional material involving the use of the OWNER'S name must be submitted to the OWNER'S Property Management office for approval prior to publication.

18. The USER agrees to provide, at USER'S cost, all janitorial services necessary to remove all trash from the 7700 Parmer Facility, including but not limited to, the associated area and all surrounding landscaping. All trash shall be removed from the 7700 Parmer and disposed of offsite by the USER in the USER'S facilities. **The dumpsters located in the 7700 Parmer Lane Property shall not be used.**

It is agreed by both parties that this agreement constitutes the full complete and only agreement between the parties and incorporates and replaces any oral agreements between the parties which may have existed between OWNER and USER prior to its execution. All approvals required herein by OWNER must be given in writing. This contract carries no implied future commitment of one part to the other. This contract shall not be altered or amended except in writing and signed by both OWNER and USER. No relationship of agency, partnership, or otherwise is created by this agreement. The OWNER is not responsible for security, compliance with laws, and fitness of the space for the purpose of the EVENT, or any personal injury or property damage arising out of the EVENT. This agreement will take effect upon its execution as of the date set forth below.

**Signature Page Follows**

IN WITNESS WHEREOF OWNER AND USER HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

EXECUTED BY OWNER:

EXECUTED BY USER:

BRI 1869 Parmer LLC (OWNER)

By: Accesso Services

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Senior Property Manager

Company: \_\_\_\_\_

Address: 7700 Parmer Lane, Building B-102  
Austin, Texas 78729

Address: \_\_\_\_\_  
\_\_\_\_\_