

**INNEVATION CENTER  
UNIVERSITY OF NEVADA, RENO  
POWERED BY SWITCH**

**ROOM RESERVATION AGREEMENT**

This Room Reservation Agreement ("Reservation Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the User specified below ("User") and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University") (User and University each a "Party" and both collectively the "Parties").

In consideration of the terms and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 BASIC TERMS**

- 1.1 **User Name:** \_\_\_\_\_
- 1.2 **User Address:** \_\_\_\_\_
- 1.3 **User Phone:** \_\_\_\_\_
- 1.4 **User Email:** \_\_\_\_\_
- 1.5 **Reserved Room(s):** \_\_\_\_\_
- 1.6 **Reservation Period:** \_\_\_\_\_
- 1.7 **Use Fee:** \_\_\_\_\_
- 1.8 **Security Deposit:** \_\_\_\_\_
- 1.9 **Permissible Use:** \_\_\_\_\_  
\_\_\_\_\_

**2.0 RESERVED ROOM**

2.1 **Limited Licenses Granted:** Subject to the terms and conditions of this Reservation Agreement, University hereby grants to the User a limited, revocable and personal license, without right to grant sublicenses, to access and use the room(s) specified in **Section 1.5** above (the "Reserved Room"), located in the Innevation Center, University of Nevada, Reno, Powered by Switch, 450 Sinclair Street, Reno, Nevada (the "Center"). University further grants to User, subject to the terms hereof, a limited, non-exclusive, revocable and personal license, without right to grant sublicenses, to enter and use the Common Areas of the Center. As used herein, the "Common Areas" of the Center are limited to the Welcome Center, the Wolf Shop, the restrooms, the break space on Floor 1, the kitchen areas on Floors 1 and 2, and such other areas of the Center as are necessary for the normal ingress and egress to and from the Reserved Room.

2.2 **Reservation Period:** User's use rights in the Reserved Room hereunder shall be limited to the date(s) and time period specified in **Section 1.6** above (the "Reservation Period").

2.3 **University's Access:** Notwithstanding anything contained herein to the contrary, User shall permit University access to the Reserved Room at all reasonable times for the purpose of inspecting the same, assessing User's compliance with the terms and conditions of this Reservation Agreement, or cleaning, making repairs, or maintaining the Reserved Room and/or Center.

2.4 **No Lease:** Neither this Reservation Agreement nor any other license between User and University is, or will be deemed to constitute, a lease or a conveyance of the Reserved Room or any portion thereof by University to User, or to confer upon User any right, title, estate, or interest in the Reserved Room.

**3.0 USE FEES**

3.1 **Use Fee:** User shall pay University the use fee specified in **Section 1.7** above (the "Use Fee"). The Use Fee shall be paid to the University in advance of the Reservation Period.

3.2 **Security Deposit:** Upon execution of this Reservation Agreement, User shall pay a security deposit in the amount specified in **Section 1.8** above, if any. University may use or retain all or any portion of the deposit for the payment of any Use Fee or any other sum due to University from User. Any remaining deposits will be refunded to the User within thirty (30) days after the expiration of the Reservation Period.

3.3 **Taxes and Duty Charges:** User agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and fees which User is required to pay to any governmental authority (and, at University's request, shall provide to University evidence of such payment), and (ii) any taxes paid by University to any governmental authority that are attributable to the User's use of the Reserved Room, including, without limitation, any gross receipts, occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

3.4 **Late Payment:** All sums not paid by User within five (5) days after they become due hereunder are subject to a late fee equal to the greater of (i) five-percent (5%) of the outstanding balance, or (ii) Fifty Dollars (\$50.00). In addition to the foregoing, University reserves the right to withhold services (such as denying User access to the Reserved Room) while there are any outstanding fees and/or interest, or if User is in breach of this Reservation Agreement.

**4.0 RESERVED ROOM USE**

4.1 **Permissible Reserved Room Use:** User shall use the Reserved Room solely for the purpose and/or event specified in **Section 1.9** above (the "Permissible Use"), and no other purpose. Notwithstanding the foregoing, User shall not do anything, nor permit any of its agents, employees, guests, or invitees to do anything, that (i) may interfere with the use of the Center by University or by others, (ii) causes any nuisance or annoyance, (iii) by its conduct increases the insurance premiums that University has to pay, (iv) causes loss or damage to University (including damage to reputation) or to the personal property of the Center or of any other third party at the Center, or (v) violates any applicable local, state, or federal laws or regulations.

4.2 **Rules of Conduct:** User shall ensure that its conduct and use of the Reserved Room, and the conduct of User's agents, employees, guests, and invitees while in the Center, shall comply with the Rules of Conduct specified on **Exhibit A** attached hereto and incorporated herein by reference. University reserves the right to deny access to the Center and Reserved Room, at its sole discretion, to any person who violates the Rule of Conduct and/or University believes represents a safety or security risk to the Center.

4.3 **Compliance with University's Alcohol Policy:** Without limiting or altering any of the other restrictions provided for in this Reservation Agreement, User expressly acknowledges and agrees that no alcohol may be served within the Center, including in the Reserved Room, except in accordance with University's alcohol policies, and then only with the University's prior written consent.

4.4 **Policy on the Protection of Children:** Without limiting or altering any of the other restrictions provided for in this Reservation Agreement, User expressly acknowledges and agrees that at all times while using the Center, User, and its agents, employees, guests, and invitees shall observe and comply with the University's *Policy on the Protection of Children*, University Administrative Manual section 7,002, as amended, located at: [unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children](http://unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children).

4.5 **Condition of Reserved Room:** User has inspected the Reserved Room and found the same to be acceptable for User's intended purpose. University shall make available and User agrees to accept the Reserved Room in its current "as is" condition without representation or warranty of any kind.

4.6 **No Alterations:** User shall not alter any part of the Reserved Room and shall exercise reasonable care in accessing and using the Reserved Room, its equipment, fixtures, fittings and furnishings. User is liable to University for any damage caused by User or its agents, employees, guests, or invitees.

## 5.0 TERMINATION

5.1 **University Termination:** University may immediately terminate this Reservation Agreement upon written notice to User if: (i) University's right to occupy the Center terminates for any reason, (ii) User fails to pay when due any amounts owed to University under this Reservation Agreement, (iii) User's conduct, or that of someone at the Center with its permission or invitation, is in violation of the Rules of Conduct, or (vi) University elects to terminate for its convenience and prior to the Reservation Period gives User at least twenty-four (24) hours' advanced written notice of termination.

5.2 **User Termination:** User may terminate this Reservation Agreement if prior to the Reservation Period User gives University at least twenty-four (24) hours' advanced written notice of termination.

5.3 **No Holdover:** User cannot holdover. Promptly upon expiration of the Reservation Period User shall surrender the Reserved Room to University in good, clean, and safe condition. If University determines in its discretion that User, its agents, employees, guests, or invitees have caused any damage to the Reserved Room or Center, User shall reimburse University for any and all costs incurred by University to repair and/or restore such damage. If User leaves any personal property or equipment in the Reserved Room following expiration of the Reservation Period, University may keep it or may dispose of it, in University's sole and absolute discretion.

## 6.0 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Reservation Agreement, and to the maximum extent permitted by applicable law, in no event shall University be responsible or liable to User whatsoever for any loss or damage User suffers, or claims to suffer, in connection with this Reservation Agreement, the services provided for herein, or the Reserved Room, regardless of whether such loss or damage arises from claims based upon contract, negligence, tort (including strict liability or other legal theory), or a breach of any covenant (express or implied) of this Reservation Agreement, and regardless of whether University was advised or had reason to know of the possibility of incurring such loss or damage in advance. University is not responsible for lost, stolen, or damaged items. University is further not liable for any loss resulting from University's failure to provide any service under this Reservation Agreement, provided such failure is a result of mechanical breakdown, or termination of University's interest in

the Center. USER AGREES THAT UNIVERSITY WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS OR FUNDING, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. UNIVERSITY STRONGLY ADVISES USER TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE, OR LIABILITY. IN NO EVENT SHALL UNIVERSITY'S AGGREGATE LIABILITY EXCEED THE USE FEE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF UNIVERSITY IS APPRISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, EXPENSE, OR LIABILITY, OR THERE IS A FAILURE OF ANY SPECIFIC REMEDY SET FORTH HEREIN.

## 7.0 INDEMNIFICATION

User agrees and covenants to defend, indemnify and hold harmless University, its regents, directors, officers, employees, agents, affiliates and Center members (collectively with University, the "Covered Entities") from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) (collectively, "Costs") arising either directly or indirectly from or related to any and all claims made by or against any of the Covered Entities alleging: (i) infringement or misappropriation of any intellectual property rights; (ii) injury to person or property caused by or related to User's operations, including but not limited to any violation of the Rules of Conduct of the Center; (iii) any damage or destruction to the Reserved Room, Center, or any other property owned by University or another Covered Entity, which damage, in whole or in part, is caused by or results from acts or omissions by User, its officers, agents, employees, visitors, guests, invitees, or representatives (each a "User Representative"); (iv) any property damage or personal injury to any User Representative arising out of such individual's activities at or leaving the Reserved Room or Center; (v) any damage arising from or related to the User's equipment or User's business; (vi) any damage arising from or relating to any act or failure to act by User or any User Representative, which may occur during or may arise out of or relate to the performance of this Reservation Agreement (collectively, the "Covered Claims"). In the event of a Covered Claim, the Covered Entity may select its own counsel to participate in the defense of such Covered Claim. User will not settle a Covered Claim in a manner that imposes liability or obligation upon any Covered Entity.

## 8.0 NO REPRESENTATIONS OR WARRANTIES

UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE RESERVED ROOM, THE CENTER, OR OTHERWISE IN CONNECTION WITH THIS RESERVATION AGREEMENT, AND HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE RESERVED ROOM AND CENTER ARE PROVIDED "AS IS". USER AND USER'S REPRESENTATIVES USE THE RESERVED ROOM AND CENTER AT THEIR OWN RISK.

## 9.0 GENERAL

9.1 **Choice of Law, Venue:** This Reservation Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All Parties hereto consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada. The exclusive venue of any action, proceeding, or counterclaim arising out of, related to, or in connection with this Reservation Agreement shall be Washoe

County, Nevada.

9.2 **Waiver of Jury Trial:** Each Party hereby waives any right which it may otherwise have at law or in equity to a trial by jury in connection with any suit or proceeding at law or in equity brought by the other against the waiving Party or which otherwise arises out of, relates to, or is brought in connection with this Reservation Agreement.

9.3 **Assignment:** This Reservation Agreement shall be binding upon and inure solely to the benefit of the Parties, and shall not be assignable by either Party without the prior written consent of the other Party.

9.4 **Entire Agreement:** Unless otherwise specified herein, this Reservation Agreement and its exhibits constitute the entire understanding between the Parties regarding User's use of the Reserved Room and Center, and supersedes all prior and contemporaneous communications, representations, understandings, solicitations, offers, and agreements (whether oral or written) relating thereto. This Reservation Agreement may be amended by and only by an instrument executed and delivered by each Party hereto.

9.5 **No Waiver:** No Party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any Party hereto in exercising any such right shall be deemed a waiver of its future exercise).

9.6 **Force Majeure:** If University or User is delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, civil disorder, terrorism (including but not limited to hacking), acts of war, severe weather, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the reasonable control of University or User, financial inability excepted, performance of such act shall be excused for the period of delay.

9.7 **No Partnership; No Joint Venture:** Nothing in this Reservation Agreement shall be deemed in any way to create between the Parties hereto any relationship of partnership, joint venture, or association, and the Parties hereto hereby disclaim the

existence of any such relationship. The Parties agree that User, its agents and employees are not agents or employees of University. User shall be solely responsible for the actions and omissions of its agents and employees when using the Reserved Room and Center.

9.8 **Remedies Cumulative:** No reference to any specific right or remedy shall preclude either Party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity.

9.9 **Severability:** No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Reservation Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.

9.10 **Authority:** If User is a corporation, partnership, limited liability company, or similar entity, the person executing this Reservation Agreement on behalf of User represents and warrants that (a) User is duly organized and validly existing and (b) this Reservation Agreement (i) has been authorized by all necessary parties, (ii) is validly executed by an authorized officer or agent of User, and (iii) is binding upon and enforceable against User in accordance with its terms.

9.11 **Time of Essence:** Time shall be of the essence with respect to the performance of the Parties' obligations under this Reservation Agreement.

9.12 **Headings:** The headings of the sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

9.13 **Exhibits:** Each writing or drawing referred to herein as being attached hereto as a schedule, an exhibit, or otherwise designated herein as a schedule or an exhibit hereto is hereby made a part hereof.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the day and year written below.

University:

BOARD OF REGENTS OF THE NEVADA SYSTEM  
OF HIGHER EDUCATION ON BEHALF OF THE  
UNIVERSITY OF NEVADA, RENO

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

User:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Rules of Conduct**

**INNEVATION CENTER**  
**UNIVERSITY OF NEVADA, RENO**  
**POWERED BY SWITCH**

RULES OF CONDUCT

1. All members, guests, clients, visitors, and associates (collectively, “Members”) shall act in accordance with these Rules of Conduct, all relevant laws, and regulations (the “Rules”) to preserve the enjoyment, professional atmosphere and collaborative use of The Innevation Center, University of Nevada, Reno, Powered by Switch (the “Center”). The Center may modify the Rules by posting updated or additional Rules to the following URL: [unr.edu/Documents/research/innevation/rules-of-conduct-innevation-center.pdf](http://unr.edu/Documents/research/innevation/rules-of-conduct-innevation-center.pdf).
2. The Center is designed to provide a professional, safe, comfortable and sound appropriate, state-of-the-art environment for small businesses and individuals to co-work, collaborate, and innevate.
3. Members are responsible for any damage to the Center or its equipment and materials.
4. Controlled substance and tobacco possession or use is prohibited. Alcohol may only be served in accordance with University of Nevada, Reno policies and with the written prior consent of the Center.
5. Members have non-exclusive use of the Center’s designated common areas during business hours. All other areas, including conference rooms, event rooms, and related equipment are subject to scheduling and may involve additional charges.
6. The Center may enter any area for emergency purposes, repair, inspection, cleaning or maintenance. Members will be verbally or electronically notified of such entry, as applicable.
7. Members, their agents, employees, or invitees shall not use, display, or reproduce the name of the Center or of University of Nevada, Reno or any of their logos without the prior written consent of:

Thomas White, Executive Director  
Office of Marketing and Communications  
Continuing Education Building #206A  
University of Nevada, Reno 89557-0208  
O: (775) 784-4832  
C: (775) 386-9882  
E: [thomaswhite@unr.edu](mailto:thomaswhite@unr.edu)

or the designee of the Executive Director, Office of Marketing and Communications at the University of Nevada, Reno.

8. Members will comply with the Center's policies and procedures for scheduling visitors, conference rooms, events, and other Center related services. Any meeting requiring audio/visual equipment, catering, or staff support will be considered an event, and must be coordinated with the Center with at least 2 weeks' notice. Additional fees may apply.
9. Members must remove any food, waste, or related materials from the Center when they leave each day and must keep their space(s), including lockers, clean. Personal microwaves and refrigerators are not permitted except in leased space. The Center's refrigerators are for day use only. The Center reserves the right to dispose of any items left in the Center's refrigerator or kitchen areas overnight. Members shall place garbage in the nearest designated receptacle.
10. Members, their agents, employees and invitees shall at all times while using the Center observe and comply with the University of Nevada, Reno *Policy on the Protection of Children*, University Administrative Manual section 7,002, as amended, located at: [unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children](http://unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children).
11. Members, their agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Center grounds and surrounding areas and shall park in authorized parking spaces only.
12. No Member shall at any time occupy any part of the Center as sleeping or lodging quarters.
13. Member shall not place, install or operate on the Center or in any part of the Center, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Center any explosives, gasoline, kerosene, oil, acids, caustics, or any other inflammable, explosive, or hazardous material without prior written consent of the Center.
14. The Center is not responsible for lost or stolen personal property, equipment, money or jewelry from Member's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.
15. No bird, fowl, dogs, animals or pets or any kind shall be brought into or kept in or about the Center, with the exception of service animals.
16. The Center will not permit entrance to Member's offices by use of passkey controlled by the Center, to any person at any time without written permission by Member, except employees, contractors, or service personnel directly supervised or employed by the Center.
17. Member shall not block or obstruct entries, passages, doors, elevators, hallways or stairways and shall not place, empty or throw any rubbish, litter, trash or material of any nature into these areas, nor shall such areas be used at any time except for ingress or egress by Member, Member's agents, employees or invitees.

18. Member shall not use the water closets or any other water fixtures for any purpose other than those for which they were constructed. No person shall waste water by interfering with the faucets or otherwise.
19. No person shall disturb the occupants of the Center by the use of any musical instruments, the making of raucous noises, or other unreasonable use. Members may only play music or provide amplification with the prior written consent of the Center.
20. No Members, their agents, employees or invitees shall throw anything out of the windows or off the roof of the Center or down the stairways or other passages.
21. Member shall not store any materials, equipment, products, etc. outside the Center.
22. Member shall not erect any sign or other insignia upon or in any part of the Center without prior written consent of the Center.
23. Member shall comply with all local and federal codes and ordinances.
24. No signs, draperies, shutters, window coverings, decorations, hangings or obstructions of any type shall be placed on any skylights or on any doors or windows in the Center without the prior written consent of the Center.
25. The Center reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of the Center shall from time to time be needed for safety, protection, care and cleanliness of the Center, the operation thereof, the preservation of good order therein, and the protection and comfort of its Members, their agents, and employees, including but not limited to, rules and regulations regarding hours of access to the Center, which rules when made and notice thereof given to a Member shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict, inconsistency or other difference between the terms and provisions of these rules and regulations and any Membership Agreement or lease now or hereafter in effect between the Center and any Member in the Center, the Center shall have the right to rely on the term or provision in such Membership Agreement, lease or such Rules which is most restrictive on such Member and most favorable to the Center.
26. Whenever prior written consent if required by these Rules, the consent shall be that of the Center Director or designee.

**I hereby certify that I have read and agree to abide by these Rules of Conduct.**

**MEMBER:**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_