STATE OF ALABAMA

COUNTY OF LEE

**Auburn University**

**Facility Use Agreement**

This Use Agreement is made and entered into this day of , 20 , by and between Auburn University (“UNIVERSITY”) and (“USER”), whose principal place of business is in the county of \*\*\*\*, telephone: , and fax number: .

Whereas UNIVERSITY owns and operates, or lawfully controls the use of, the property (“PROPERTY”) described below, and USER desires to use said PROPERTY, UNIVERSITY agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement. This agreement must be received by the appropriate UNIVERSITY contact no later than two weeks prior to the date of the scheduled event.

**PROPERTY DESCRIPTION**

**PROPERTY: (include building(s) and room number(s) or other applicable description):**

**Date(s) of use:**

**Time(s) of use:**

**Purpose(s) of use:**

**UNIVERSITY department responsible for PROPERTY:**

**UNIVERSTY contact for PROPERTY:**

**Title of UNIVERSITY contact:**

**FEES, TERMS AND CONDITIONS**

1. USER agrees to pay the sum of $ as a fee for the use of PROPERTY. This fee is due on or before , 2010, or two business days before the day of the use, whichever is sooner. Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.

BREAKDOWN OF FACILITY CHARGE

Facility Rental: $ per hour x hours) = $

Equipment: (Tables, chairs, scoreboard controls, etc.) = $

Supervision: (Supervisors, lifeguards, etc.) = $

Set Up/Maintenance: Labor - (housekeeping supplies) = $

Other: = $

TOTAL = $

1. In addition to the fee described above, USER will be responsible for paying any and all expenses incurred by USER and/or UNIVERSITY in support of or as a result of the use. Such expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs.
2. Expenses will be charged as soon as possible after the conclusion of the use and payment will be due on or before , 2010.
3. CANCELLATION: Notification of Cancellation of a scheduled event by the USER must be in writing and received by the appropriate UNIVERSITY contact as indicated above fourteen (14) days prior to the scheduled time of the event.
4. SALES AND SOLICITATION: the USER will not engage in sales or solicitation of sales of goods or services except as described in “Purposes of use”, above.
5. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises.
6. DAMAGES AND REPAIRS: the USER agrees to be responsible for all damages in excess of ordinary wear and tear to buildings, grounds, fields, equipment, furniture, surfaces and fixtures incidental to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the UNIVERSITY. Additional charges for any damages will be computed on the basis of cost to the UNIVERSITY, including labor and material.
7. SPECIAL SERVICE CHARGE - ADDITIONAL BILLING: It is agreed that the UNIVERSITY may unilaterally undertake to provide the USER special janitorial and supervisory coverage including services which are sufficient in its discretion to restore the PROPERTY to a clean and orderly condition. Additional charges for these services shall be computed on the basis of cost to the UNIVERSITY and shall be billed to the USER after the event and be payable on receipt.
8. STATUTES, RULES, REGULATIONS: the USER agrees to use and occupy the FACILITY in accordance with all UNIVERSITY policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes.
   * Fire Restriction in compliance with local fire codes, the maximum room occupancy may not exceed the designated room capacity, and all aisles and doorways must remain unobstructed.
   * Smoking and/or, the possession, consumption of alcohol is prohibited.
   * ADA Compliance with applicable provisions of the Americans with Disabilities Act is required for events held in University facilities.

Failure to comply with the above provisions will be grounds for termination of the event.

1. PARTICIPANTS AND ATTENDEES: the USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER’S activity. The USER is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. If the use of the PROPERTY is open to any non-members of USER, then no person shall be denied the equal privileges and enjoyment of having free and open access to the USER’S event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.
2. SPONSORSHIP: UNIVERSITY shall not be deemed to be a sponsor of any activities or events conducted on or in PROPERTY, and no literature or publicity shall indicate UNIVERSITY sponsorship. Use of PROPERTY for the purpose of commercial exploitation is prohibited. All posters, banners, and other promotions will be subject to approval by the UNIVERSITY.

12. SALE of MERCHANDISE OR SERVICES

* + 1. Merchandise, including programs, bearing UNIVERSITY marks, or the name, or picture of UNIVERSITY facilities may only be sold by USER pursuant to a written License agreement with the UNIVERSITY’S Director of Trademark and Licensing, 6 Samford Hall, Auburn University, Alabama 36849.

1. SPECIAL REGULATIONS:
2. Supervision and Control of Minors: The USER shall provide at least one adult supervisor for each 12 minors participating in the event. For the purpose of this agreement, a "minor" is any person under the age of 19 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.
3. Any events involving minors directed by USER must secure an Auburn University host in order to utilize campus facilities. The USER must also agree to be in compliance with the Auburn University Policy on Minors in University-Sponsored Programs or Involved in Programs Held at the University and/or Housed in University Facilities: <https://sites.auburn.edu/admin/universitypolicies/Policies/PolicyonMinorsInvolvedinUniversity-SponsoredProgramsorProgramsHeldattheUniversityand-orHousedinUniversityFacilities.pdf>
4. Subletting of Allocated Time: The USER may not sublet their allocated time under any circumstances.
5. ABANDONED PROPERTY: any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the UNIVERSITY to be disposed of or utilized at UNIVERSITY’S sole discretion.
6. PERSONAL: This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of UNIVERSITY.
7. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER’S activity by reason of force majeure, the UNIVERSITY and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the UNIVERSITY. UNIVERSITY shall not be liable to the USER for any damages caused by the cancellation.
8. TERMINATION: the UNIVERSITY may terminate this agreement at any time in its discretion. If the UNIVERSITY terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or University policies, the USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by the UNIVERSITY shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by the UNIVERSITY.
9. INDEMNIFICATION AND INSURANCE
10. The UNIVERSITY shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the UNIVERSITY for any and all liabilities for any loss, injury, or damages to any such property.
11. The UNIVERSITY shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negligence of the UNIVERSITY. USER expressly agrees to indemnify and hold harmless UNIVERSITY, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in USER’S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission or USER.
12. In the sole discretion of the UNIVERSITY, at all times during the use of the PROPERTY, USER is required to have a policy of comprehensive general liability insurance, including public liability and property damage, written by a company licensed to do business in the state of Alabama, covering the use contemplated by this agreement. USER agrees that that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against UNIVERSITY. UNIVERSITY must receive a certificate of insurance along with this agreement. USER insurance policy shall be endorsed to designate “Auburn University, its officers, employees and agents” as an additional insured on USER’S policy.

The policy minimums will be:

* + Commercial General Liability General Aggregate, including Products & Completed Operations $1,000,000
  + Each Occurrence $1,000,000
  + Automobile Liability - combined single limit $1,000,000
  + Workers Compensation
    - Each Accident: $1,000,000
    - Disease - Policy Limit $1,000,000
    - Disease - Each Employee: $1,000,000
  + Liquor Liability (prior approval required) $1,000,000

*For events involving minor participants, this insurance coverage must not exclude coverage for sexual assault and/or sexual molestation.*

*For any athletic or sporting event, this insurance must not exclude coverage for bodily injury to any person while observing, practicing, or participating in any sports or athletic contest or exhibition sponsored by the Name Insured.*

1. If USER hires any contractor or subcontractor to provide services during the use period, they or the contractor or subcontractor shall carry the same coverages and limits of insurance outlined herein. It shall be the USER’S responsibility to ensure compliance of this requirement and request certificates of insurance. All providers of alcohol, servers of alcohol, and event sponsors must agree to defend, indemnify, and hold harmless Auburn University, its officers, employees and agents from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs and attorney fees, which arise out of or are in any manner connected to the service of alcohol during the use period.
2. If USER is a department, division, or other unit of UNIVERSITY, paragraph 13 and all requirements included within it are null and do not become part of the agreement between the parties. If USER is a state or federal government agency, indemnification is not required where prohibited by law.
3. WHOLE AGREEMENT: this writing contains the whole and complete agreement between the UNIVERSITY and USER.
4. SEVERABILITY: the terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
5. GOVERNING LAW: This agreement shall be construed according to the laws of the state of Alabama.
6. AUTHORITY: The person(s) signing below for the USER are presumed to have authority to bind that organization to this agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

This agreement is executed by the parties on the first date appearing above.

UNIVERSITY USER

Name: Name:

Signature: Signature:

Position: Position: