

FACILITIES USE AGREEMENT
INSTITUTE OF AGRICULTURE
THE UNIVERSITY OF TENNESSEE

This Facilities Use Agreement (“Agreement”) is entered into as of _____, 20____ (the “Effective Date”), between The University of Tennessee (“University”) and _____ (“User”) for the use by User of certain space owned by University.

1. Space. Subject to the terms of this Agreement, University grants User the right to use _____ (the “Space”) from _____ .m. to _____ .m. on _____, 20____. This Agreement constitutes a license to use the Space, and does not convey any interest in real property. The University will provide the Space to the User as-is, with no representations or warranties regarding the condition of the Space or regarding the suitability of the Space for the User’s intended use of the Space
2. Payment by User. As consideration for User’s use of the Space on the date and time set forth above, User shall pay the University the amount of \$_____. This payment shall be made in full prior to User’s use of the Space. User shall not be entitled to a return of all or any portion of the payment unless User cancels the reservation at least _____ days before the date of Use.
3. Rules of Use. When using the Space, User agrees to comply with all applicable state, federal, county, or city laws and regulations, and with the policies, guidelines, and regulations of the University.
4. Return of Space. User shall take good care of the Space and maintain and return the Space in as good order and condition as it was prior to User’s use. User shall remove all trash and personal belongings from the Space when departing the Space.
5. Term and Termination. The term of this Agreement will begin on the Effective Date and end at the ending time specified in Paragraph 1 above, at which time User’s right to use the Space under this Agreement will automatically expire. The University may immediately terminate this Agreement for cause during the term in the event that User fails to cure a breach of any provision of this Agreement within three (3) business days of written notice by the University of such breach. The University may terminate this agreement without cause at any time, in its sole discretion, upon written notice and the return of all consideration paid by the User.
6. User’s Manner of Use; User’s Liability; Indemnification and Hold Harmless. User agrees to conduct its activities in the Space in a lawful, careful and safe manner. The University’s grant of permission to the User to use the Space does not constitute an endorsement of the User or its use or create any affiliation between the User and the University. User agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space or cause the University to incur any loss, damage, or other liability. As a material part of the consideration to University, User agrees to assume all risk of damage to and loss or theft

of User's property while at the Space or on adjacent University property, damage to the Space and other University property, and injury or death to persons related to User's use or occupancy of the Space from any cause, and User waives all claims against the University related to any such damage, loss, theft, injury, or death. User further agrees to indemnify, defend, and hold harmless the University, and its trustees, officers, employees, students, and agents, from any and all claims, suits, liabilities, costs, damages, and expenses arising out of or in connection with: (i) the use or occupancy of the Space by User, its agents, employees, invitees, or guests; or (ii) any loss, injury, death or damage to persons, the Space, or other University property by reason of any act, omission, or negligence of User, or its agents, employees, invitees, or guests; or (iii) any breach or default in the performance of any obligation under this Agreement by User; provided that this last sentence of this Paragraph 6 shall be inapplicable if User is the State of Tennessee or an agency of the State of Tennessee.

7. Insurance. If the University determines, in its sole discretion, that the User's proposed use of the Space is such as to require the User to secure liability or other insurance to appropriately mitigate risk, then the University will so notify the User in writing, and the User must provide the University with evidence of insurance as necessary for any potential liabilities incurred by the User in the use of the Space; provided that this Paragraph 7 shall be inapplicable if User is the State of Tennessee or an agency of the State of Tennessee.

8. University's Liability. Any liability of the University to User or third parties for any claims, damages, losses, or costs arising out of, or related to, acts performed by the University will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 *et. seq.*

9. Assignment. User shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of University, which consent may be granted or withheld in University's sole discretion.

10. Governing Law; Interpretation; Amendment. This Agreement shall be governed by the laws of the State of Tennessee. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by authorized representatives of both parties.

THE UNIVERSITY OF TENNESSEE

USER

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Address

