

UW Extension 4-H Use of Facilities Agreement

This Use of Facilities Agreement is made this ____ day of _____, _____, between the University of Wyoming Extension (hereinafter "the University"), and _____ with an address and principal place of operations located at _____ (hereinafter "the Partner").

Whereas, UW Extension provides educational opportunities for citizens in each county in Wyoming and on the Wind River Reservation, and

Whereas, the Partner owns or manages facilities and equipment, and

Whereas, the Partner is willing to provide access and use to noted facilities in support of UW Extension educational programming, including a multitude of 4-H activities,

The University and the Partner agree to the following:

I. USE OF FACILITIES AND EQUIPMENT, COST BREAKDOWN

The Partner agrees to offer for use by the University the following facilities (hereinafter "Facilities"), for the purpose of the University conducting business (hereinafter "Activity"):

Name or Type of Locations, Physical Address	Dates	Name of Point of Contact for Partner, Phone number, Email Address
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II. FEE FOR USE

The Partner agrees to offer use of the facilities free of charge unless noted otherwise for all

\$	Stipulations:	<div style="border: 1px solid black; height: 300px; width: 100%;"></div>
Amount of Fee		

III. GENERAL TERMS AND CONDITIONS

1. This agreement may only be changed in accordance with written amendment hereto, by both the appointed authority for the University and the appointed authority for the Partner.
2. The Partner will not be responsible for any agreement(s) made by the University to Activity participants or any other party unless such agreements are expressly made part of this Agreement.
3. The University shall comply with all applicable rules, policies, and procedures promulgated by the Partner governing the use of the Partner's property and equipment. Specific policies and procedures will be made available to the University upon request.
4. The parties shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are applicable for the conduction of any Activity.
5. The University shall be responsible for the conduct of those participants at any Activity and shall, at the University's expense or additional agreement, provide for the necessary personnel, as determined by the University, to provide adequate and appropriate supervision of these participants in accordance with the adherences to all University policies and procedures, including, but not limited to, the use of alcoholic beverages, consumption of food, and the prohibition of smoking in Facilities.
6. The parties agree to post signage at the event indicating that the attendance by the general public, including anyone that is not either a participant of an Activity or officially designated volunteer of the University. The University shall not be responsible for any claims or damages made by the general public in attendance at any Activity.
7. The parties may revoke the privilege of any attendee to use the Partner's Facility if, in the sole opinion of either the Partner or the University, the attendee displays behaviors that are injurious or potentially injurious to themselves, others or property of the Partner or University.
8. The University shall utilize only the parking areas designated for parking of Activity participants, parents, guests and spectators and agree to instruct all to comply with this requirement.
9. The University shall not permit the vending or distribution of any merchandise and/or service in the Facilities or on the premises of the Partner, except where specifically agreed upon.
10. The University shall contact the Partner's designated contact and provide the necessary information in regard to set-up, audio/visual, and other such services relating to the use of the Facilities prior to the Activity.
11. Any additional custodial overtime services, additional technical assistance, additional security services, or any other unforeseen and unavoidable expenses, resulting from the Activity, and not part of the estimated costs shall be borne by the University.
12. Any equipment provided to, or rented by, the University as a part of this Agreement is for the use only in the conduction of the Activity and under the supervision, and operation where appropriate of University personnel, official volunteers, or other granted authority by the University or Partner (as applicable). The University shall see that the equipment provided by the Partner pursuant to this Agreement shall be used appropriately and returned in good working order to its proper location following use each day. Under no circumstances shall any equipment be moved from the Facilities and/or removed from the campus of the Partner without the express written approval.
13. The University shall see that all refuse and waste be deposited in proper receptacles each day or removed from the Facilities as expressly noted by the Partner.
14. The University agrees that if, because of any "act of God", riot, war, public emergency or calamity, fire, flood, weather related closing, earthquake, epidemic, labor disturbance or strike, any act of public authority, or any other cause similar or dissimilar beyond the control of the Partner, the Partner is unable to provide any of the facilities and/or services herein contracted

for the specified dates, performance of this Agreement, with the exception of monies already due or owing, shall be suspended and excused to the extent commensurate with such interrupting occurrence and the Partner shall not be liable for any damages that the University, its representatives, or the participants of an Activity might suffer.

15. The University shall be responsible for any and all loss of, or damage or injury to, any property owned by the Partner resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.
16. Under no circumstances shall the Partner use the name of the University and/or any of its institutional or athletic insignia or logos, including the use of the 4-H name and/or clover emblem, without prior written consent of the University.
17. The University hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, and all parts of an Activity covered by this agreement, including without limitation all musical works, dramatic works, Literary works, pictorial and graphic works and choregraphical works. University shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of an Activity covered by this agreement.
18. The University agrees to defend, indemnify and hold harmless the Partner, its officers, employees and agents against any and all losses, liabilities, judgements, awards, and costs (including legal fees and expenses) arising out of or related to any claim that any action by the Partner pursuant hereto, or any recording of any part of an Activity infringes or violates the copyright or other proprietary right any third party. The University shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that the Partner gives the University prompt notice of any such claim of which it learns. In all Activities, the Partner shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.
19. The official representative of the Partner on site during an Activity shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the Partner in the management, supervision and control of the facilities.
20. Should there be any conflict during the Activity, the Partner agrees that the official representative of the University will have complete supervision direction and operational control.
21. The University shall inform the Partner of any contract with, or sublet with any contractors in the conduction of the Activity prior to the Activity.
22. The University agrees that the anything that will tend to mar, damage, or in any manner deface a Facility shall not be posted, installed or erected. The hanging or installation of signs, banners, decorations, and other display materials anywhere on the Partner's property will require approval of the Partner.
23. The University agrees that all electrical connections must be made by Partner personnel. The University shall not install or operate any equipment, fixture or device, operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the Partner.
24. The Partner understands that the University if an equal opportunity institution that complies with all federal and state laws, policies, and procedures. As such, the Partner agrees to allow the University to conduct business accordingly without protest nor interference for any and all participants, their parents, and/or others in attendance.

University

Name

Title

Signature

Date

Partner

Name

Title

Signature

Date