

**Hattie L. Preston Intramural Sports Facility
Usage Contract
Campus & Community Events**

This Agreement, by and between Western Kentucky University, hereinafter “WKU,” and _____, acting by and through its authorized representative, _____, and whose principle place of business is _____, hereinafter referred to as “User.”

For and in consideration of the mutual promises stated herein, including those contained in the addendum(s) to this Agreement, the parties hereby agree as follows:

A. PERMITS/LICENSES REQUIRED

User shall be responsible for obtaining all applicable state and local permits and licenses required for User’s activity/event, including, but not limited to, those indicated in the addendum to this Agreement.

B. CONSTRUCTION, APPLICABLE LAW:

- a. This Agreement constitutes the parties’ entire understanding and shall not be amended or modified except in writing, signed by both parties.
- b. The parties agree that this Agreement shall be construed in accordance with the laws and regulations of the Commonwealth of Kentucky and that jurisdiction regarding any matter related to or arising out of this agreement shall be in the Board of Claims for the Commonwealth of Kentucky, or, in the event the Board determines it does not have jurisdiction over the matter, in Warren Circuit Court, Bowling Green, Warren County, Kentucky.

C. INSURANCE/WORKMAN’S COMP.

- a. User shall be required to procure, maintain and produce evidence of general liability insurance naming, “Western Kentucky University” as an additional insured, with the limits of not less than \$300,000 for each person, \$1,000,000 per occurrence for bodily injury and \$25,000 for property damage to protect it from claims from bodily injury and/or death and property damage which arises from any activity related to or in connection with either party’s activities and/or use of the facility. If User shall, for any reason, fail to obtain the same not later than thirty (30) days prior to the engagement or default with respect to this requirement, WKU shall have the right to terminate this Agreement and all of the User’s rights hereunder without liability of any kind to WKU. Any and all liability rising out of or in connection with the failure of the User to perform its obligations hereunder shall be the sole responsibility of the User, and User shall indemnify and hold WKU completely harmless from any and all such claims.
- b. User shall maintain in effect a policy of Worker’s Compensation Employment Insurance covering all of its employees, agent, and/or volunteers.
- c. User shall indemnify and reimburse WKU for loss of expenses that may result from any damage to WKU equipment and/or the facility.

D. TICKETS

- a. If tickets are sold for the activity or event, User shall be solely responsible for any and all ticket sales and may assess and collect appropriate fees for each ticket sold. Tickets may only be sold at gate on day of event.
- b. If event is cancelled through decision of User, ticket refunds shall be solely at User's expense and no fees assessed by WKU shall be subject to refund by WKU.

E. DEPOSIT

Upon receipt of the approval to use the complex, the renting party using the facility will be expected to sign a rental agreement and contact before they will be able to use the facility. The renting party must also submit a \$100 deposit to utilize the facility if the total fee is expected to be less than \$100 than the party will submit the full amount of the rental fee.

F. CANCELLATION

- a. This Agreement may be cancelled at any time, by either party, no later than fourteen (14) days prior to the date of the first event.
- b. The fully executed Agreement between WKU and the User must be returned to WKU, to the attention of Luke Bartlett, Assistant Director of Programs, no later than fourteen (14) days prior to the first event date.

G. MERCHANDISING

In accordance with the addendum, WKU agrees that User can sell goods, including, but not limited to: T-shirts, wearing apparel, posters, stickers, equipment, jewelry, and programs. WKU will not provide staff to assist with sales. User is expressly and wholly responsible for payment of any applicable state sales tax.

H. FACILITY RENTAL

In accordance with the addendum, facility usage shall include, but is not limited to, the intramural fields, permanent seats, designated dressing facilities, and the adjacent parking lot areas.

I. SECURITY

WKU shall be responsible for providing security for the event and User shall reimburse WKU for any costs associated therewith. The number of adequate persons is determined by WKU.

J. MISCELLANEOUS

The User shall be responsible for the proper care and use of the buildings, equipment, and grounds. The User shall reimburse the University for any damage thereto before, during, and immediately after the activity/event. The User will observe all University and facility policies including the observance of no smoking, no pets, no alcohol, and no outdoor cooking equipment.

K. PARKING

No parking fees may be assessed by User without the express authorization of WKU, and WKU shall be entitled to and shall be responsible for directing and collecting all income received from any charged parking.

L. FACILITY

WKU retains the right of access to all areas of the building during the event.

M. ACKNOWLEDGEMENT

The User and WKU acknowledge that they have read and understand the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable, and agree to abide by this Agreement and the terms and conditions set forth herein.

N. CONTACT INFORMATION/ADDRESSES

All notices or writings required to be delivered or received herein shall be delivered by U.S. Mail to the parties at the addresses indicated below:

USER (address)

WESTERN KENTUCKY UNIVERSITY
C/O Luke Bartlett
Intramural and Recreational Sports
PHAC Room 2003
1906 College Heights Blvd.
Bowling Green, KY 42101

IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Agreement/Contract as of the date set forth above.

(USER Name)
By: _____
Authorized Signature Date

WESTERN KENTUCKY UNIVERSITY
By: _____
Authorized Signature Date