



MISSISSIPPI VALLEY STATE
UNIVERSITY™

FACILITY USE AGREEMENT

This FACILITY USE AGREEMENT (“Agreement”) is entered into as of the date last executed by a Party (the "Effective Date"), by and between Mississippi Valley State University (“MVSU”), and [REDACTED] (“[REDACTED]”). The above entities or persons may collectively be referred to herein as the “Parties” and each individually as a “Party”. [REDACTED] may be referred to as “Licensee” and MVSU may be referred to as “Licensor”.

WITNESSETH

A. MVSU owns all rights, title, and interests in certain facilities and property located at [REDACTED]. More specifically, this agreement pertains to the parking areas and lots, the roadways, and portions of the [name of building or describe area as precisely as possible] building/area, with all three of these areas referred to as the “Facility”. The portions of the Facility to be made available may be reasonably limited within MVSU’s discretion.

B. Licensee desires to use the described Facility for the purpose of conducting [name of event or a description of the activities] (the “Event”).

C. MVSU desires to permit the use of the Facility for purposes of the Event under the following conditions.

1.0 The Facility.

1.1 Licensed Facility. MVSU will make the Facility available for the Event during the following License Period.

Date(s) and Time(s)

1.2 Use of the Facility.

(a) The Facility is to be used by Licensee during the License Period for the sole purpose of holding the Event. This permission to use the Facility may be cancelled by MVSU if Licensee cancels the Event or if MVSU reasonably determines that such Event poses an unreasonable risk to safety or any non-de minimis costs to MVSU.

(b) The License Period, in addition to the Event, will be used by Licensee to set up and remove event-related equipment, signage, and such other physical arrangements as may be necessary for the Event. Additional time may be provided for set up and clean up provided that such request is made in advance and MVSU agrees to such additional time.

(c) Licensee will provide MVSU's [MVSU staff member position name] with a written request of technical requirements, plans and schedules related to the Event, and a reasonable estimate of the number of participants expected no later than _____ (date). Such information shall be provided by email to _____ (email address). Changes to the technical requirements and plans after this date may be permitted within MVSU's discretion, but any costs related to the Event, planning, or preparation will be solely the responsibility of Licensee or such third parties as Licensee may contract. If Licensee fails to pay such reasonable costs, or fails to reimburse MVSU for such reasonable costs, costs will be reimbursed, to the extent allowed by law, from funds raised from the Event, if any. Requests which would result in additional expenses to MVSU shall be the responsibility of Licensee and paid for in advance if possible.

2.0 Staffing.

2.1 Licensee shall be responsible for all necessary staffing or personnel needed to conduct a safe Event, although MVSU may also participate. Licensee will use its best efforts to conduct a successful and safe event. Staffing will specifically include individuals to assist with traffic and parking, security, and operation of the Event.

2.2. To the extent that MVSU has security persons at the Facility, such security responsibilities may not be exclusively dedicated to the Event. If the number of participants is such that additional security is reasonable, Licensee shall be responsible for locating, screening, and hiring or securing such personnel.

3.0 Equipment and Consumables. MVSU is not responsible for providing equipment or consumables for the Event.

4.0 Governing Law. This Agreement shall be governed by the laws of the State of Mississippi and it shall be construed to have been entered into in Mississippi.

5.0 Alcohol, Smoking, and Social Distancing. Alcoholic beverages may not be served or otherwise consumed at the Event. Smoking shall not be permitted in or within 50 feet of any building. Social distancing practices shall be encouraged and any ordinances or local laws regarding safety shall be observed.

6.0 Clean Up. Licensee agrees that the Facility will be restored and returned to MVSU in substantially the same condition as existed immediately prior to the Event. Any cost related to clean up shall be solely borne by Licensee.

7.0 Insurance. Licensee shall maintain a policy of special event liability insurance in an amount not less than \$1,000,000 per occurrence. MVSU and the Board of Trustees of State Institutions of Higher Learning (IHL) shall be included or added as additional insured under this policy. The coverage afforded under this policy shall be primary to any insurance (or self-insurance) maintained by MVSU or IHL. Each Party shall maintain its own workers' compensation

insurance in an amount required by law, if any. Proof of insurance shall be provided to MVSU upon request.

8.0 Indemnification. Licensee agrees to fully indemnify MVSU and IHL for any harm, loss, or damage resulting from its, his, or her acts or omissions, including the acts of its employees and agents.

9.0 LIMITATION OF LIABILITY AND PARTICIPANT WAIVER. Licensee waives and releases any and all rights, claims, liabilities, and causes of action whatsoever against MVSU and IHL which may arise from this Agreement or Event.

10.0 Duty of Inspection. Licensee acknowledges that it is licensing the Facility **without any warranty or representation as to the condition of the Facility** or the fitness of the Facility for the Event. Licensee assumes the responsibility to inspect the premises to determine the appropriateness of the Facilities as well as any risks which may affect the safety of participants. Licensee will be responsible for ensuring that the Facility is reasonably safe for participants.

11.0 Conduct of Persons Admitted by Licensee. Licensee shall be responsible for the premises during the Event and assumes, to the extent allowed by Mississippi law and to the extent reasonably practicable, responsibility for the conduct of all persons admitted to the Facility by the consent of Licensee, or by or with the consent of Licensee's employees, or any person acting for or on behalf of Licensee.

12.0 Signage and Advertising. Licensee will not cause or permit any nails or other things to be driven or screwed into any portion of the Facility, nor tacked, taped, or otherwise physically attached to any of the furnishings or fixtures of the Facility without permission of MVSU if doing so may cause any permanent damage whatsoever. Nor will Licensee cause or permit any signs to be affixed either to the exterior thereof, nor cause or permit any changes, alterations, or repairs, painting or staining on any part of the Facility or the furnishings or equipment, nor do, nor permit to be done anything which will damage or permanently change the finish or appearance of any building, structure or furnishings. Any marketing or advertising material which references MVSU (other than the physical address of the Facility) must be approved by an appropriate representative of MVSU prior to publication.

13.0 Assignment and Subletting. Licensees do not have the right to assign this Agreement to allow any other person or entity to use or occupy the Facilities without the prior written consent of MVSU, which may be granted or withheld at MVSU's sole discretion.

14.0 Abandoned Property. Unless special arrangements have been made between MVSU and Licensee, any property left in or on the premises by Licensee will, two (2) days after the Event, be deemed abandoned and may be disposed of or utilized at MVSU's discretion.

15.0 Cancellation/Termination. MVSU may reasonably cancel or terminate this agreement based upon safety concerns or due to what is commonly referred to as a Force Majeure or other event beyond the control of the Parties. The Agreement may also be terminated with the agreement of the Parties.

16.0 Severability Clause. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Mississippi, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions, and they will remain in full force and effect.

17.0 Merger Clause. 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.

18.0 Relationship of the Parties. This Agreement does not constitute an employment relationship between MVSU and/or IHL and Licensee; nor does it create a joint venture, partnership, or principal/agency relationship. The relationship of the parties is that of independent contractors entering a license agreement. The Licensee is not an agent or employee of MVSU or IHL for purposes of this Event.

19.0 Third-Party Contractors. Licensee shall, to the extent that third party contractors are utilized, require those entities to agree to follow any safety-related protocols that may be applicable to the Event.

The Parties agree to the above terms and conditions as of the date executed by both parties. This Agreement may be executed in counterparts.

LICENSOR:

Licensee:

MVSU

NAME OF ENTITY

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____