

**ALABAMA A&M UNIVERSITY FACILITIES USE AGREEMENT
WINFRED THOMAS AGRICULTURAL RESEARCH STATION (WTARS)**

This agreement made this the _____ day of _____, by and between the **Alabama A&M University**, (hereinafter referred to as “**University**”) and _____ (Hereinafter referred to as “**User**”):

WHEREAS, **User** wishes to obtain the temporary use of the facilities described below located on Alabama A&M University campus/WTARS and **University** wishes to permit such use by **User** under the following terms and conditions; and

WHEREAS, the necessary **University** approvals for such use have been obtained as shown in Attachment A – WTARS Request Form, attached hereto.

NOW THEREFORE it is agreed as follows:

USE:

- The **University** hereby grants **User** permission to use the Winfred Thomas Agricultural Research Station for the purpose of:

Date of event: _____

Time of event – (between the hours of): _____

*** Disclaimers – Please note this agreement is for building use only, WTARS employees will only be available for building access. Please bring your own support staff for activities.**

*** Building use is restricted to Monday through Friday 7:00 a.m. – 5:30 p.m. After hours events are not available at this time due to security issues. If you require these times please send a special request to Dean Walker for permission.**

THE UNIVERSITY IS NOT RESPONSIBLE FOR ANY LOST OR STOLEN ITEMS

- The **User** agrees to exercise due care in the use of said facility and at the end of the Period of Use return the premises in as good condition as when received, and to be responsible to indemnify the **University** against any damages caused to said premises and equipment and furnishings contained therein, by reason of the **User**’s occupancy and use of the premises.
- The **User** agrees to comply with all applicable State and **University** Fire Code requirements including but not limited to the orderly evacuation of buildings and other occupied areas should a fire alarm sound.
- The **User** agrees to comply with all applicable **University** policies and local, state and federal laws, and to obtain any required permits for the Event.

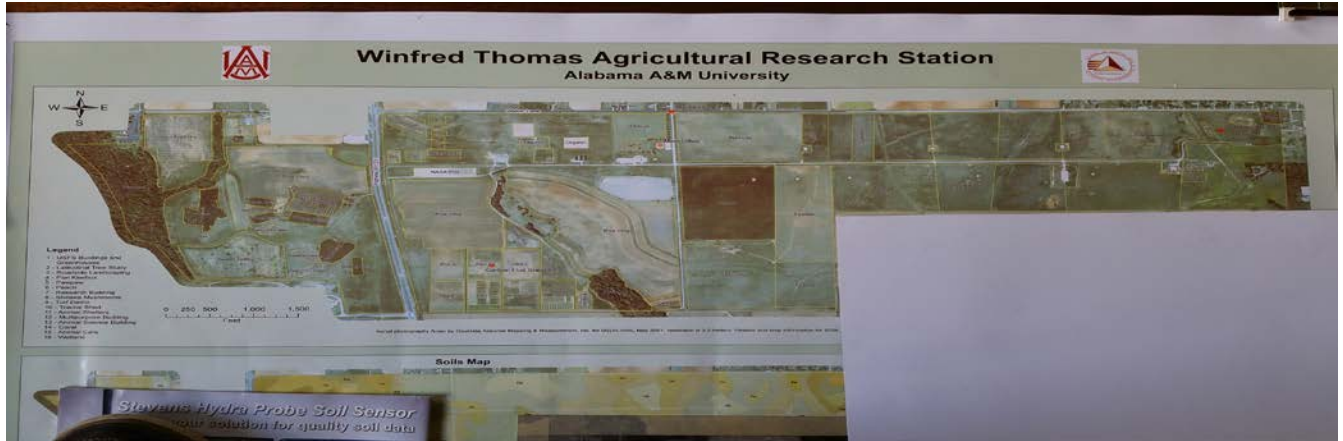
INDEMNITY:

- User shall indemnify, defend, and save harmless the University from any and all claims demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the University on account of loss of or damage to any property or injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of User, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connections with or incident to the performance of this agreement, or arising out of Workers' Compensation, Unemployment, or Disability Compensation claims of employees of User and/or its subcontractors or claims under similar laws and obligations. User's obligation under this section shall not extend to any liability caused by the sole negligence of the University or its employees. The University will notify the User of any claim as soon as practicable.
- User, if a charitable association, corporation, entity or individual, having or claiming and immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption as against the University.

MISCELLANEOUS

- The parties agree to be bound by applicable Alabama State and Federal Laws and Rules governing Equal Employment Opportunity and Discrimination.
- This agreement may be cancelled by either party for good cause, no later than 30 days prior to the scheduled date of performance and/or facility usage.
- The University retains the right to schedule other events during the period of use and usage of facilities but not in conflict or competition with the User's agreement. The University agrees to notify User of a proposed event.
- The University makes no warranty that the facilities to be used are suitable for the purposes intended by User. User is solely responsible for determining the adequacy of facilities for the intended use.
- User shall not use facilities for any purpose, which is illegal under local, state, or federal law. User further represents that it, its employees, agents and assigns are properly licensed to perform the planned activity, if such licenses are required under local, state or federal law.
- The University and User agree to abide by the terms of this agreement. Should a conflict arise regarding any term or condition of the agreement, both parties agree to attempt resolution of the matter by informal means. If the matter persists and additional measures are required to enforce any part of this agreement, the parties agree to pursue resolution in the proper venue and each party is responsible for their own expenses, attorneys' fees or other cost incurred in the enforcement of any part of this agreement.

RESTRICTED AREAS:



Unless otherwise stated and agreed upon, all activities will be restricted to the Main Office location as indicated above **(Activities will take place in non-research area of the WTARS)**

Facility use Request form

Winfred Thomas Agricultural Research Station (WTARS)

372 Walker Lane

Hazel Green, Alabama 35750

Office: (256) 583-3696

Mobile: (256) 929-2036

The **WTARS** is designed to provide facilities and outdoor laboratories to completely integrate the instructional, research, extension, and public service programs at Alabama A&M University under the traditional land-grant concept. Responsible parties must setup and cleanup after event and also furnish items and equipment needed for event. This facility will be closed on Sunday and Holidays.

Please complete below

Date Requested: _____

Name of Organization: _____

Responsible/Contact Person Name: _____

Telephone: (Work): _____ **(Mobile):** _____

Date of Function: _____

Hours of Use: _____

Number of Participants: _____

Type of Function (Please describe):

Signatures:

Alabama A&M University
(CALNS/WTARS)

Type name: Dr. Lloyd Walker

Title: Dean of CALNS

Date: _____

User

Type name: _____

Title: _____

Date: _____

Please submit completed form to:

Dr. Lloyd Walker, Dean College of Agricultural, Life & Natural Sciences

Dawson Building Room 300

Or email to: Lloyd.walker@aamu.edu & stephanie.hicks@aamu.edu

Phone: 256-372-5783

Alabama A&M University Research and Experiment Station is an equal opportunity provider and employer .

In accordance with Federal Law and U.S. Department of Agriculture policy, CALNS/WTARS is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability