

# NORTHWEST MISSOURI STATE UNIVERSITY AGRICULTURAL LEARNING CENTER FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into by Northwest Missouri State University on behalf of the School of Agricultural Sciences (“University”), and \_\_\_\_\_ (“Customer”). The Effective Date of this Agreement shall be the date on which the last party signs this Agreement. Attachment A is incorporated into this Agreement by reference.

## **TERMS AND CONDITIONS**

**1. Permission to Use Space.**

University grants Customer permission to use the space described in Attachment A (the “Space”) during the period described in Attachment A (“Use Period”). Any equipment or services to be provided by University in connection with Customer’s use of the Space are set forth in Attachment A.

**2. Use of Space; University Access to Space.**

Customer may use the Space only for the purpose described in Attachment A. Customer acknowledges that others may be using other areas of University’s property during the Use Period. Customer shall not disrupt such use by others. University reserves the right to inspect the Space, access the Space to perform maintenance, enforce applicable laws, regulations, and policies and remove any person who is disruptive to University’s operations or where University reasonably believes such person is acting in an unsafe manner or may cause or has caused harm to people, the Space, or other property.

**3. Financial.**

In consideration for the use of the Space and any equipment or services provided by University, Customer shall timely pay University the fees set forth in Attachment A. Checks should be made payable to Northwest Missouri State University. If payment is not received from Customer when due, University may accelerate the full account balance, impose a finance charge up to the maximum rate allowed by law, refer the unpaid account for collection and/or terminate this Agreement. Customer shall pay all collection costs and reasonable attorneys’ fees if University must take action to recover any past due amounts.

**4. Compliance with Law and University Policies.**

Customer shall comply with, and shall require its employees, agents, subcontractors and guests to comply with, all applicable laws, regulations, ordinances and University policies. University policies prohibit or impose restrictions on the following on university property: (a) alcohol; (b) smoking; (c) controlled substances; (d) weapons, such as firearms, knives, tasers, explosives and archery equipment; (e) fireworks and highly flammable materials; (f) gambling; (g) solicitation; (h) animals; and (i) motor vehicles on University sidewalks and outdoor green space areas.

- a. **Alcohol.** Alcohol is not permitted on University property without prior written authorization. Customer expressly agrees that any violation of this provision will be considered a material breach of this Agreement and may result in University cancelling the Event.

**5. Damage and Cleaning.**

Customer shall be responsible for the acts of the other participants, their employees, any spectators, or any other person involved with the Event. University shall inspect the Agricultural Learning Center following Customer’s evacuation of the Facility. If Facility is not returned in a satisfactory condition, as solely determined by University, Customer shall be liable for the amount required to restore the Facility to the condition as originally received. Moreover, Customer shall be responsible for and liable to University for any damage that is caused to the Facility during Customer’s occupation of the Facility. Customer shall remit payment for any charges, costs, or fees incurred under this provision upon demand.

**6. Insurance.**

Customer shall maintain liability insurance in an amount not less than \$1,000,000 per occurrence

and \$3,000,000 in aggregate ("Insurance Policy"). Customer shall name University and its Board of Regents as additional insureds to the Insurance Policy in such a manner that University and its Board of Regents are provided with coverage for any claims that result from any action associated with the Event. The Insurance Policy shall contain a rider or endorsement expressly stating that "Nothing contained in this document shall be construed to broaden the liability of University beyond the provisions of sections 537.600 to 537.610 of the Missouri Statutes, nor to abolish or waive any defense at law which might otherwise be available to University, its Board of Regents, its officers, and employees, including any governmental immunity." Customer shall obtain University's written approval before agreeing to deviate from such language in the Insurance Policy. Customer shall provide the University with a certificate of insurance at least thirty (30) days prior to the Event. Customer expressly agrees that failure to satisfy this provision shall constitute a material breach of this Agreement and may result in University cancelling the Event.

**7. Indemnification.**

Customer shall indemnify and hold harmless University (including its Board of Regents, officers, and employees) from any and all claims, demands, causes of action, including attorney's fees that arise in any way from the Event or Customer's use of the Agricultural Learning Center.

**8. Assumed Liability and Waiver.**

Customer and the people participating in the Event shall use the Facility at their own risk and accept full responsibility for their actions. Customer further agrees to voluntarily release, waive, and forever discharge any and all claims of negligence against University that relates in any way to the Event.

**9. Damage Limitation.**

University shall not be responsible for any indirect, special, consequential, or punitive damages under this Agreement.

**10. Vendors.**

Vendors are not permitted on University property without prior written authorization. If University approves the use of a vendor, Customer shall be solely responsible for any vendor or third party it uses in conjunction with the Event. Any vendor or third party on University property to sell items or concessions at the Agricultural Learning Center Facility must have a Certificate of Liability Insurance provided to University at least thirty (30) days prior to the Event. Customer expressly agrees that failure to provide the Certificate of Liability Insurance will be considered a material breach and may result in University terminating this Agreement. Customer further agrees that Dining Services has the right of first refusal before outside vendors or third parties may be hired.

**11. Choice of Law and Venue.**

This Agreement shall be governed by the laws of the State of Missouri (without reference to conflict of laws principles). Any disputes that may arise under the Agreement shall be resolved exclusively by a Missouri state or Missouri federal court of appropriate jurisdiction for claims arising in Nodaway County, Missouri.

**12. Customer Equipment and Property.**

Except as set forth in Attachment A, University shall not be responsible for property, material, or equipment belonging to Customer or its employees, agents, subcontractors or guests ("Customer Property").

**13. Independent Contractors.**

The relationship between University and Customer is that of independent contractor, and not that of an employee, agent, or partner. Customer shall have no power or authority to act on behalf of University or in its name to bind University, either directly or indirectly, in any manner.

**14. Publicity.**

The parties shall not use the name or trademarks of the other party or the name of the other party's employees in publicity or advertising without the prior written consent of the other party. Customer may use University's name when providing the location of Customer's event. Unless express written permission has been granted, Customer shall not represent or imply that it is affiliated with University or that Customer's event is endorsed or approved by University.

**15. Term; Termination.**

The term of this Agreement shall commence on the Effective Date and expire at the end of the Use Period, unless earlier terminated as set forth below. Any adjustment that will be made to Customer's payment obligations due to early termination of the Agreement is set forth in Attachment A.

- a. **Immediate Termination by University.** University may terminate this Agreement immediately upon written notice to Customer if: (a) Customer fails to timely pay University; (b) Customer fails to carry the required insurance or (c) if Customer or Customer's employees, agents, subcontractors or guests (i) disrupt University's operations or other's use of other University property, (ii) act in a manner University reasonably believes to be unsafe or that may cause or has caused harm to persons, the Space, or other property, or (iii) violate applicable laws, regulations, or University policies.
- b. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party fails to cure a material breach of this Agreement within ten days of receiving written notice of such breach from the non-breaching party. The foregoing shall be in addition to any other remedies to which the party is entitled.
- c. **Force Majeure.** University may terminate this Agreement upon written notice to Customer if University reasonably determines in consultation with Customer that Customer cannot or should not use the Space due to causes beyond a party's reasonable control, such as fire, floods, inclement weather, war, terrorism, civil disturbances, or utility shortages or outages.
- d. **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing written notice to the other party thirty days prior to the proposed termination date.

**16. Notice.**

Notices relating to this Agreement shall be in writing and shall be delivered by messenger, overnight carrier, or e-mail to the other party's contact person identified in Attachment A. Notices shall be deemed to be effective upon receipt.

**17. Headings.**

Captions and headings are for convenience and reference only and shall not be considered when considering or construing this Agreement.

**18. Miscellaneous.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, whether written, oral, or implied. All terms and conditions in other instruments, including purchase orders issued by Customer, are void. This Agreement shall not be modified without the mutual written consent of the parties. The failure of either party to require performance of any term or condition of this Agreement by the other party shall not constitute a waiver to subsequently enforce such term or condition. The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Agreement that, by their nature, would continue beyond the expiration or termination of this Agreement shall survive such expiration or termination. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

**19. Counterparts; Authorization.**

This Agreement may be executed in any number of counterparts and delivered by electronic transmission in PDF format, each of which shall be deemed to be an original and all of which shall constitute together one and the same Agreement. Any party to this Agreement may execute this Agreement by signing any such counterpart. Facsimile or other electronic signatures shall be deemed to constitute original signatures, but original signatures shall be promptly exchanged.

**20. Contact.**

The contact person for University for the Agricultural Learning Center is Jessi Gard, Office Manager, School of Agricultural Sciences, located at 800 University Drive, Maryville, MO 64468, or such other person as designated by Northwest.

**University**

By: \_\_\_\_\_

Name: Dr. Jamie Hooyman

Title: Provost

Date: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

<b>Space</b>					
University shall provide the following space to Customer: <input type="checkbox"/> Exposition Center <input type="checkbox"/> Wells Bank Classroom <input type="checkbox"/> Goppert Foundation Classroom					
<b>Event</b>					
Customer may use the Space for only the following event:					
<b>Use Period</b>					
Customer may use the Space on the following:					
<b>Date(s)</b>			<b>Time</b>		
<b>Event Start time</b>			<b>Event End Time</b>		
<b>Fee and Payment Schedule</b>					
Customer shall pay University the following fees in accordance with the following schedule for the use of the Space:					
Deposit Amount:			Marketplace:		
Building Rental:			Facility Fee:		
Other Fees/Discounts:					
					<b>Estimated Total Cost:</b>
<b>University Equipment and Services</b>					
University shall provide the following equipment and/or services to Customer in connection with Customer's use of the Space:					
Round Tables (expo center only) 35 – 82" round	#		Rectangular Tables (expo center only) 12 – 30" x 96"	#	
Chairs (expo center only) 350 chairs	#		Podium (expo center only)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Projector	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Will you bring your own laptop?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Microphones	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Catering Needed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Gates, Pens, & Mats	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Alcohol	Yes <input type="checkbox"/>	No <input type="checkbox"/>
				<b>Est. Attendace</b>	<b>#</b>

### **Contact Persons**

For University:  
 Name: Jessi Gard  
 Address: 800 University Drive  
 Phone: 660 562 1155  
 E-Mail: [jgard@nwmissouri.edu](mailto:jgard@nwmissouri.edu)

For Customer: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

# ATTACHMENT A

**Other Terms:**

**Contact Persons**

For University:

Name: Jessi Gard

Address: 800 University Drive

Phone: 660 562 1155

E-Mail: [jgard@nwmissouri.edu](mailto:jgard@nwmissouri.edu)

For Customer: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_