**ROANE STATE COMMUNITY COLLEGE**

**HENRY/STAFFORD EAST TENNESSEE AGRICULTURAL EXPOSITION CENTER**

**FACILITIES USE AGREEMENT**

This Facilities Use Agreement is entered into as of \_\_\_\_\_\_\_\_\_\_\_, 20xx (the “Effective Date”), between the **ROANE STATE COMMUNITY COLLEGE** (“Institution”) and **the University of Tennessee** (“User”) for the use by User of certain space or facilities owned by Institution.

1. **Space.** Subject to the terms of this Agreement, Institution agrees that User may use the following Space or Space and equipment at the Institution:

Indoor Arena; Outdoor Arena; Horse Stalls; Tack Stalls; Camper Hookups; Conference Room; Show Office; Lobby

1. **Permitted Use.** User may use the Space for the following, and for no other purpose:

(INSERT DESCRIPTION OF USE ALLOWED, *e.g*., User may use the Space to conduct non-credit classes in genealogy.)

1. **Term.** User may use the Space on the following dates and during the following hours:

**XX:XX a.m.** on (date) **XXXXX XX, 20xx** to (time)

**XX:XX p.m** on (date) **XXXXX XX, 20xx** for move in;

from (time) **XX:XX a.m.** on (date) **XXXXX XX, 20xx** to (time)

**XX:XX p.m** on (date) **XXXXX XX, 20xx**, or until the show/event is over,

whichever comes first, for show/event days;

and from (time) **XX:XX a.m.** on (date) **XXXXX XX, 20xx** to (time)

**XX:XX p.m** on (date) **XXXXX XX, 20xx** for move out.

1. **Compliance with Laws, Policies and Regulations.** When using the Space, User agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Space. User acknowledges that it has been provided with copies of the Institution’s pertinent policies and regulations.

User agrees to take good care of the Space and to maintain the space in as good order and condition as it was prior to User’s use.

User agrees not to use or allow the Space to be used for any unlawful purpose. User agrees not to commit or allow to be committed any waste or nuisance in or about the space, or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by or for the benefit of the Institution.

1. **Rental Fee.** User agrees to pay Institution a use fee of $\_\_\_\_\_\_\_\_\_ whether or not User actually uses the space. Additionally, the User will pay any charges for stalls, bedding, camper hookups, cleaning, and other additional expenses incurred. A **$N/A** non-refundable deposit is required and must be paid prior to this event being added to the facility’s calendar. This deposit will be applied against the facility use fees at the conclusion of the event. If the event is cancelled by the user, the deposit will be forfeited. All fees and charges are payable in full, less any deposit, at the end of the rental period.
2. **Responsibilities.** The following duties shall be the responsibility of the designated party:
   1. The Institution shall provide equipment and/or services as necessary for the operation of the show, in regards to the center, but the Institution provides jumps, obstacles, poles, barrels, timers (electronic or manual), scoreboards, cattle pens and chutes, 2-way radios, etc. strictly as a convenience to the User, not as a requirement of the contract. If the Institution is unable for any reason to provide any or all of the above equipment, it shall be the sole responsibility of the User to provide their own.
   2. The User shall provide equipment/services as necessary for the management of show including any grounds crew or set up personnel for jumps, obstacles, etc. Institution personnel will assist User whenever possible, but will not serve as grounds or set up crew.
   3. The User shall furnish Facility Director with final plans and requirements for set-up, equipment, spotlight(s), staging, etc. at least two weeks prior to the event.
   4. The User shall register with the State of Tennessee Sales Tax Division of the Department of Revenue and shall issue to the Institution a Certificate of Resale for the rental of the Facility when applicable.
   5. The User shall be responsible for the payment of all applicable amusement tax and sales tax.
   6. The User shall be solely responsible for the collection of all fees, (i.e. camper hookups, stalls etc.).
   7. Promotion and publicity shall be provided by the User.
   8. Advance ticket sales shall be the responsibility of the User.
   9. The User shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and Use tax **and** must provide a copy of its certificate of registration to Institution. This registration requirement is a material requirement of this Agreement.
3. **Weather.** Depending on weather and other conditions, the User shall have the option of moving the scheduled event from the indoor arena to the outdoor arena and vice versa subject to the applicable charges indicated within and only with prior written approval from Center management.
4. **Parking and Concessions.** All parking rights and concessions, including but not limited to tobacco, food products, drinks, check-rooms, programs and novelties, are and shall remain the exclusive rights of Institution and User shall not participate in the same unless given written permission by Institution by Addendum to this contract. The User and User vendors may be granted by Institution the right to sell programs, food and novelties as indicated on Addendum B.
5. **Additional Services/Fees.** The User agrees to pay for any required or requested special and additional services, facilities, equipment, materials, technicians, etc. supplied by Facility at prevailing rates and conditions at the time of each affair or event.
6. **Inspection of Facility.** The Institution shall have the right to inspect the Facility with a representative or representatives of the Institution, prior to, during and/or after the term of this agreement.
7. **Alcohol.** User agrees to abide by RSCC regulation #GA-20-01, Reference 3:05:01:01 - The use of and/or possession of alcoholic beverages on college owned or controlled property is prohibited. Violation of any of the foregoing, will be punishable as provided by State Law.
8. **Smoking.** User agrees to abide by RSCC regulation #GA-21-01, - Smoking or use of other tobacco products is prohibited inside all College owned or controlled facilities. Smoking is only permitted in the designated in the parking lot.
9. **Horses.** Horses may not be left unattended while tied to any fence, rail, panel, post, or structure within the facility or on facility grounds, with the exception of horse trailers in the parking areas. All horses must be ridden, held, stalled, or properly secured at their trailers. When stalled, only one horse per stall is permitted, and appropriate bedding is required.
10. **Possession of Facility.** The User agrees to abide by Institution policy on move-in/move-out which states "All move-in/move-out days begin at 6:00 A.M. and last no longer that eighteen (18) hours in duration." When move-in/move-out exceeds eighteen hours in duration, an hourly rate based on the Facility set rate will be charged to User. These move-in/move-out days are intended solely for set up and take down of items necessary for the operation of the show or event and are not to be used for any other purpose such as "open shows" or "fun shows".
11. **Staffing.** All personnel required to properly staff the events covered by this contract, such as ticket manager, ticket sellers, ticket takers, guards, ushers, stagehands and any other personnel, are to paid for by User; the Institution reserves the right to determine the necessary number of User personnel required to insure proper safety and security of those attending the event. Any official of Institution or any of its identified employees shall have free access to the leased Premises for the purpose of inspecting the same and the activities being conducted thereon; and User at its own expense will furnish to Institution twelve tickets per day or per performance for such officials and employees.
12. **Tennessee Law.** The Institution is obligated to inform the User that, under Tennessee law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities pursuant to the Tennessee Code Annotated Title 44, Chapter 20, Part 1
13. **Liability.**  Any liability of the User to Institution and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the university under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.
14. **Environmental Regulations.** User will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by User, without first obtaining Institution’s written consent, which Institution may give or withhold in its sole discretion, or revoke at any time. If Institution consents, all Hazardous Substances must be handled at User’s sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User breaches these obligations, or if the presence of Hazardous Substances on, in or about the Space caused or permitted by User results in contamination of any part of the Space, or if contamination by Hazardous Substances otherwise occurs in a manner for which User is legally liable.

Without limitation, if User causes or permits the presence of any Hazardous Substance on, in or about the Space and this results in contamination of any part of the Space, User will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, User shall first obtain Institution’s approval for any such remedial action. “Hazardous Substance” means any substance regulated by any local government, the State of Tennessee or the United States government. “Hazardous Substance” includes any material or substances which are defined as “hazardous material,” “hazardous waste,” “extremely hazardous waste” or a “hazardous substance” pursuant to state, federal or local government law. “Hazardous Substance” includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

1. **Assignment and Subletting.** User does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of Institution, which consent may be granted or withheld in Institution’s sole discretion.
2. **Default.** If User fails to pay any fee or other sum required to be paid by User when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Institution, whether at law or in equity, Institution may immediately terminate this agreement and all rights of User.
3. **Interpretation**. 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. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Tennessee, the courts of which state shall have jurisdiction over its subject matter.
4. **Relationship.** Neither User nor any personnel of User will for any purpose be considered employees or agents of Institution. User assumes full responsibility for the actions of User’s personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker’s compensation and disability benefits.
5. **Authority.** The individual signing below on behalf of User hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of User and that this Agreement is binding upon User in accordance with its terms.
6. **Non-Discrimination.** The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
7. **Conflicts of Interest.** The User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the User in connection with work contemplated or performed relative to this Agreement.
8. **Claims Against** **the Institution**. Any and all monetary claims against the Institution, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
9. **Copyrights**. If music is to be performed in conjunction with the use of the Space, the parties agree to abide by the following copyright and performance provisions:
10. The User hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, BMI, SESAC and any other performing rights organization or the copyright owner for the performance to be presented under the terms of this Agreement.
11. The User agrees to provide the Institution the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.
12. Any liability of the User to Roane State Community College and third parties for any claim, damages, losses, or cost arising out of or related to act performed by the User under this agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. § 9-8-301 et seq. The **University of Tennessee** is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. § 9-8-301 et seq, which covers certain tort liability for actual damages of up to $300, 000 per claimant and $1,000,000 per occurrence.
13. The Institution shall promptly notify the User of any such claim brought against the Institution or the State of Tennessee. The settlement or compromise of any claim brought against the Institution, or the state, shall be subject to the approval of the appropriate state officials, as required by T.C.A. Section §20-13-103.

1. **Merchant Card PCI DSS Compliance.** User agrees to comply at all times with the most current version of the provisions set forth in the Payment Card Industry – Data Security Standards (PCI DSS) including performing appropriate merchant-level vulnerability testing, and further agrees to reasonably cooperate with Institution in providing information that will assist the Institution in meeting any mandatory reporting, including the information required for the preparation of self-assessments, required by PCI DSS standards.

User also agrees to not use Institution’s wireless or other networks to process or transmit card transactions.

1. **Term.** The term of this Agreement will begin on the Effective Date and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20xx, at which time User’s right to use the Space under his Agreement will automatically expire. This Agreement may be terminated earlier by either party upon ten (10) days prior written notice to the other party.

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| **Roane State Community College**    Marsha Mathews Date  Vice President for Business and Finance  276 Patton Lane  Harriman, TN 37748  Phone: 865-354-3000, ext. 4726 | **THE UNIVERSITY OF TENNESSEE**    Date |
|  |  |

**ADDENDUM A**

**FACILITY FEE STRUCTURE**:

Entire Facility: **$600.00** per defined 18-hour day (6:00 a.m. – midnight); includes exclusive access to all facilities (indoor and outdoor arenas, barn, and warm-up pens).

Indoor Arena Only: **$500.00** per defined 18-hour day (6:00 a.m. – midnight); includes exclusive access to the indoor arena and shared access to the barn, and warm-up pens.

**NOTE:** Weekend rental (Friday, Saturday, or Sunday) of the entire facility or indoor arena requires a minimum 2-day rental or $1200.00 total charge including arena rental, stalls, camper hookups, and setup fees. The minimum charge does not include shavings.

Outdoor Arena Only: **$400.00** per defined 18-hour day (6:00 a.m. – midnight); includes exclusive access to the outdoor arena and shared access to the barn, and warm-up pens.

After Hours Fee: A surcharge of **$100.00** per hour will be assessed for use of the arenas before 6:00 a.m. and/or after midnight.

**STALL CHARGES:**

Horse Stalls: **$12.00 per stall per day for the first 3 days, $6.00 per stall per day thereafter. Limit of one (1) horse per stall. Bedding is required in all horse stalls.**

Tack Stalls: **$12.00 per stall per day (same as horse stalls).**

**SHAVINGS OR BEDDING**: Current market price subject to availability.

**CAMPER HOOKUPS:** **$15.00 per hookup per day.**

ANY ADDITIONAL CHARGES FOR SET-UP, EXTRA EQUIPMENT, OR MANPOWER ETC., WILL BE LISTED BELOW AND INTEMIZED:

**$20.00 per hour ($100.00 per day minimum) clean-up fee for indoor arena.**

**$30.00 per day clean up fee for barn restrooms.**

**$10.00 fee for lost stall locks.**

**N/A setup fee for** **.**

IN ACCORDANCE WITH THE ABOVE LISTED CHARGES, THE TOTAL EXPECTED FEE FOR THE USE OF THE FACILITY FOR THE PRESCRIBED TIME IS:

**for use of the ARENA for DAYS plus any charges for stalls, bedding, camper hookups, and other additional expenses incurred****. Stalls will most likely be used at this event.**

ALL FEES ARE DUE AND PAYABLE upon completion of the last show day in the form of cash or check payable to Roane State Community College.

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Marsha Mathews, RSCC Date Date

**ADDENDUM B**

The Institution hereby grants the User the right to sell or market or rent the following:

Products, programs, novelties, etc. that are not limited by the contract. This provision excludes all food or food items - no food or food items are to be sold, offered by or given away free by renting party without prior approval of Institution.

Subject to the following terms and conditions:

The User will also be allowed to charge vendors a fee and keep the money.

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Marsha Mathews, RSCC Date Date