

State of South Carolina

Pickens County

Clemson University
Facilities Use Agreement

This Use Agreement is made and entered into this ____ day of _____, 20____, by and between Clemson University ("UNIVERSITY") and _____ ("USER"), an institution or organization of higher learning organized and operating in the State of _____.

Whereas UNIVERSITY owns and operates, or lawfully controls the use of certain property ("PROPERTY") established and maintained for and utilized for the training, practice, teaching, and exhibition of the sport of crew, and USER desires to use said PROPERTY, UNIVERSITY agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

PROPERTY: (include building(s) and room number(s) or other applicable description):

SNOW FAMILY OUTDOOR FITNESS AND WELLNESS CENTER, DOCKS AND BATHROOMS

Date(s) of use:

Time(s) of use:

Purposes of use: **ROWING SPRING TRAINING**

FEES, TERMS AND CONDITIONS

1. USER agrees to pay the sum of \$25.00 per athlete as a fee for the use of PROPERTY. This fee is due on _____ or ten (10) business days before the day of the use, whichever is sooner. Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.
USER must submit a team roster of all persons who are subject to this Agreement.
2. In addition to the fee described above, USER will be responsible for paying any and all expenses incurred by USER in support of or as a result of the use. Such expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs.
3. Expenses will be charged as soon as possible after the conclusion of the use and payment will be due on _____.

4. SALES AND SOLICITATION: the USER will not engage in sales or solicitation of sales of goods or services except as described in "Purposes of use", above. All sales and solicitation will be conducted in accordance with the UNIVERSITY'S relevant policies a copy of which is attached and hereby incorporated and made a part of this agreement.
5. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises.
6. DAMAGES AND REPAIRS: the USER agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the UNIVERSITY.
7. COMPLIANCE: the USER agrees to use and occupy the FACILITY in accordance with all UNIVERSITY policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes. USER may not use the UNIVERSITY's names or marks, or imply UNIVERSITY endorsement or support, without express permission from an authorized UNIVERSITY official.
8. PARTICIPANTS AND ATTENDEES: the USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S activity. The USER is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. If the use of the PROPERTY is open to any non-members of USER, then no person shall be denied the equal privileges and enjoyment of having free and open access to the USER'S event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.
9. ABANDONED PROPERTY: any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the UNIVERSITY to be disposed of or utilized at UNIVERSITY'S sole discretion.
10. PERSONAL: This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of UNIVERSITY.
11. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, the UNIVERSITY and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the UNIVERSITY.

12. **TERMINATION:** the UNIVERSITY may terminate this agreement at any time in its discretion. If the UNIVERSITY terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or University policies, the USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by the UNIVERSITY shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by the UNIVERSITY.

13. **INDEMNIFICATION**

- A. The UNIVERSITY shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the UNIVERSITY for any and all liabilities for any loss, injury, or damages to any such property. USER must sign the CONSENT AND RELEASE FROM LIABILITY FORM attached.
- B. The UNIVERSITY shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negligence of the UNIVERSITY. USER expressly agrees to indemnify and hold harmless UNIVERSITY, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in USER'S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of USER.
- C. At all times during the use of the PROPERTY, USER is required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of South Carolina, covering the use contemplated by this agreement with combined single limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The USER shall name the UNIVERSITY and The Clemson Area Chamber of Commerce, including their trustees, board members, officers, agents and employees as Additional Insureds for the said purpose and use of this agreement. USER agrees that that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against UNIVERSITY. The USER shall also maintain Worker's Compensation insurance to meet the requirements of the Workers Compensation laws of South Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the University.
- D. If USER is a department, division, or other unit of UNIVERSITY, paragraph 13 and all requirements included within it are null and do not become part of the agreement between the parties. If USER is a state or federal government agency, indemnification is not required where prohibited by law.

14. **WHOLE AGREEMENT:** this writing contains the whole and complete agreement between the UNIVERSITY and USER.

15. **SEVERABILITY:** the terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

This agreement is executed by the parties on the first date appearing above.

USER

(signature)

(print name)

Position: _____

Date: _____

CLEMSON UNIVERSITY

(signature)

(print name)

Position: _____

Date: _____