C-Click or tap here to enter text.

Agreement Between

ausitn peay state university

And

Click or tap here to enter text.

This Agreement made this day Click or tap to enter a date., by and between Austin Peay State University (Institution) and Click or tap here to enter text. (User), for the use of the Institution’s facility known as the Click or tap here to enter text..

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set forth herein:

1. The specific use of the rooms for which the parties enter into this agreement is Click or tap here to enter text.
2. User shall have the use of the facilities in the Dunn Center on Click or tap here to enter text..
3. In its use of the Click or tap here to enter text., User shall have access to the following (other areas or restricted areas): Click or tap here to enter text.

1. Payment for the use of the facility is to be made as follows: to pay the Institution the following fees pursuant to Austin Peay State University Policy 1:019:
2. Facility Rent: $Click or tap here to enter text.
3. Building Supervisor: Click or tap here to enter text.
4. Security: Click or tap here to enter text.
5. Clean Up: Click or tap here to enter text.

 **TOTAL: $**Click or tap here to enter text.

1. The following duties shall be the responsibility of the designated parties:
2. Promotion and publicity shall be provided by the user. Click or tap here to enter text.
3. The Institution shall provide equipment / services as follows: Click or tap here to enter text.
4. The User shall provide equipment / services as follows: Click or tap here to enter text.
5. Advance ticket sales shall be the responsibility of the user. Click or tap here to enter text.
6. The User will be responsible for the payment of all applicable amusement tax and sales tax.
7. Ticket Gross Information:
8. Ticket price: $ Click or tap here to enter text.
9. Number of Tickets to be sold (including discount, comp, and student discount maximum/minimum tickets): Click or tap here to enter text.
10. Split of Moneys: Click or tap here to enter text.
11. Any moneys due to Contractor will be paid by university check within three to five days following the performance, if applicable.
12. This agreement may be terminated by either party upon giving 10 days notice to the other party prior to termination. This agreement may be terminated without the above described notice only upon grounds that the Facility has been rendered unusable or the activity has been cancelled due to an Act of God. The Institution may also terminate this Agreement if it becomes aware of any threat to personal or public safety

arising from the intended use. In all other events of cancellation of the activity, the User shall pay to the Institution all “out of pocket” expenses incurred by the Institution including the expenses associated with any ticket refunds.

1. Concession rights for the activity shall be as follows:
2. If music is to be performed, the parties agree to abide by the following copyright and performance provisions:
3. 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.
4. The User agrees to provide the Institution with the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.
5. The User agrees to indemnify, hold harmless, and defend the Institution and the State of Tennessee from and against any and all claims, demands, or suits which may be brought for copyright infringement allegedly arising in the course of the performance presented under the terms of this agreement. Such indemnification shall extend to both criminal and civil actions and shall include any loss, damage, penalty, court costs, or attorney’s fees incurred by the Institution as a result of such infringement.
6. 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 of Tennessee shall be subject to the approval of the appropriate state officials, as required by T.C.A. Section 20-13-103.
7. The User hereby agrees to indemnify and hold the Institution harmless from any and all liabilities arising out of its use of the Facility, including, but not limited to, personal injury, property damage, court costs, and attorney’s fees.
8. User agrees to comply with all Federal, State, and municipal laws, rules, and regulations.
9. User agrees to furnish proof of insurance or performance bond upon request by the Institution as required by Austin Peay State University Policy 1:019.
10. 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, Americans with Disabilities Act of 1990, Executive Order 11, 246 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.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection available to employees and applicants for employment.

* 1. This agreement may be modified only by written amendment executed by all parties hereto.
	2. 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.
	3. Any and all claims against the Institution for personal injury and / or property damage resulting from negligence of the Institution in performing any responsibility specifically required under the terms for this agreement shall be submitted to the Board of Claims or to the Claims Commission of the State of Tennessee. Damages recoverable against the institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. Section 9-8-301, et, seq.
	4. User shall maintain documentation for all charges against the Institution under this agreement. The books, records, and documentation of the agreement, insofar as they relate to work performed or money received under this agreement, shall be maintained in conformity with generally accepted accounting principle’s for a period of three full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Institution or the State Comptroller of the Treasury, or their duly appointed representatives or a licensed independent
1. This contract prohibits contractor’s hiring of illegal immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor, by signing this contract, attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any State of Tennessee institution or any other state entity for a period of one (1) year from the date of discovery of the breach.  Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

1. This agreement shall not be effective until approved by the President or designee of Austin Peay State

University.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed their signatures below.

Click or tap here to enter text. Austin Peay State University

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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