C-Click or tap here to enter text.

**Rental by APSU of Off-Campus Facility**

This Agreement executed this day Click or tap to enter a date., by and between Austin Peay State University (User), 601 College Street, Clarksville, TN 37040, and Click or tap here to enter text. for the use of the facility known as Click or tap here to enter text. and located atClick or tap here to enter text..

W I T N E S S E T H :

 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 Facility for which the parties enter into this agreement is: Click or tap here to enter text.
2. The User shall have the use of the Facility Click or tap to enter a date.
3. In its use of the Facility, the User shall have access to the following:
Click or tap here to enter text.
4. Payment for use of the Facility is to be made as follows:

* 1. Facility Rent $Click or tap here to enter text.

* 1. Other: Click or tap here to enter text.$Click or tap here to enter text.

 Total = $Click or tap here to enter text.

In no event shall the liability of the Institution under this Contract exceed $Click or tap here to enter text..

1. The Facility Owner shall provide equipment/services as follows:

Click or tap here to enter text.

1. This agreement may be terminated by either party upon giving 10 days written notice to the other party prior to termination.

1. The parties agree to comply with Title 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 the employment without regard to their race, religion, creed, color, age, sex, disability or national origin. Such action shall include, but not be limited by the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

1. Any claim alleging personal injury or property damage resulting from the negligence of State, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the State shall be expressly limited to claims paid by the Commission.
2. Austin Peay State University is a state-funded public institution of higher learning.  As an entity of the State of Tennessee, under the Constitution and laws of the State of Tennessee it possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Tennessee.  Notwithstanding any other provision to the contrary, nothing in this Agreement is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Tennessee or a prospective waiver or restriction of any of the rights, remedies, claims and privileges of the State of Tennessee.  Moreover, notwithstanding the generality or specificity of any provision herein, the provisions of this Agreement as they pertain to the Licensee are enforceable only to the extent authorized by the Constitution and laws of the State of Tennessee. Additionally, Tennessee law requires contracts entered into by Austin Peay State University to contain certain provisions, including but not limited to those related to state/federal debarment, registration for collection of Tennessee sales/use tax, use of illegal immigrants in contract performance, conflict of interest, data privacy and security, Iran Divestment Act, etc., and all such required provisions, to the extent applicable, are incorporated herein by reference.

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

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| **CONTRACTOR:**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name (Printed): Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **AUSTIN PEAY STATE UNIVERSITY FOUNDATION:**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Alisa WhiteTitle: President Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |