

AGREEMENT BETWEEN

AND

AUSTIN PEAY STATE UNIVERSITY

This Agreement made this _____ day of _____, 200__, by and between Austin Peay State University (User) and _____(Facility Owner) _____(Address) for the use of the facility known as _____ and located at _____.

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 Facility for which the parties enter into this agreement is:
_____.
- 2. The User shall have the use of the Facility from _____(time) on _____to (time) on _____.
- 3. In its use of the Facility, the User shall have access to the following: (other areas or restricted areas)
_____.
- 4. Payment for use of the Facility is to be made as follows:
 - a. Facility Rent -
 - b. Other (Specify) -

Total

In no event shall the liability of the Institution under this Contract exceed

_____.

Rental of Off-Campus Facility
Between Austin Peay State University
And
Dated

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

_____.

- 6. This agreement may be terminated by either party upon giving ____ days written notice to the other party prior to termination.

- 7. 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.

- 8. 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.

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

Facility Owner

Austin Peay State University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal ID or SS#: