

## **UNIVERSITY OF WYOMING FACILITIES USE AGREEMENT**

This Agreement is entered into by and between the University of Wyoming (hereinafter "University") and \_\_\_\_\_ (hereinafter "User") for good and valuable consideration and under the terms and conditions listed below and in any attached Addenda which are hereby made a part of this Agreement.

1. The \_\_\_\_\_ (hereinafter "Facility") has been reserved by User under the Reservation Form utilized by the Facility for that purpose.
2. The User is renting Facility from the University for the purpose(s) as outlined on the attached Addenda, and for no other purpose, in an "as is" condition unless other arrangements have been made with University and for rental amounts as included in the Addenda.
3. In the event that the University facilities are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, University may cancel this Agreement and shall not be responsible for any damages sustained by User. "Force Majeure" shall mean fire, earthquake, flood, strikes, work stoppages, or other labor disturbances, riots or civil commotion, litigation, war or other act of any foreign nation, power, or government or governmental agency or authority, or any other cause like or unlike the above mentioned which is beyond the control or authority of the University. Should this Agreement be cancelled under such conditions, User shall be obligated to pay the fees only for those services, activities, and events which shall have occurred prior to cancellation. User agrees to waive any claim against the University for damages or compensation resulting from Force Majeure. If User's scheduled facility use time has not commenced at the time of cancellation, University agrees to reschedule the event at a mutually agreeable time, but will have no obligation or liability whatsoever, to the User as a result of said cancellation.
4. This Agreement, together with any Addenda attached hereto, constitutes the entire Agreement and understanding between the University and User and cancels, terminates, and supersedes any prior agreement or understanding related to this Agreement. There are no other representations, promises, agreements, warranties, covenants, or understandings. None of the provisions of this Agreement may be waived or modified excepts as expressly stated in writing and signed by University and User. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. When necessary for appropriate meaning, a plural shall be deemed to be the singular and a singular shall be deemed to be the plural, and the use of the term "User" will signify participants in User's event where appropriate.
5. The facility shall at all times be under the control of the University and University personnel, agents, police and the fire department employees shall have the right to enter the facility at any time. User shall comply with all laws, ordinances, rules

- and regulations of the Government of the United States, the State of Wyoming, the University of Wyoming, and county and municipal authorities with respect to the use and occupancy of the facility by User. University reserves the right to withdraw, remove or expel any person or persons associated with or participating in the event who violates said laws, ordinances, rules or regulations.
6. University Regulation 178, 4(i) states that “Internal and external users authorized to use University facilities are required, except as otherwise authorized by the Vice President for Administration, to utilize University services and equipment when using University facilities; the University may impose reasonable restrictions on the use of such services and equipment when such restrictions are necessary in order to avoid interruption of the University’s primary functions.”
  7. University reserves the right to require User to provide security under special event circumstances. If User needs security services, by their own determination or by requirement of the University, contact must be made with the University of Wyoming Police Department and any extra expense incurred in providing the necessary security services shall be solely the responsibility of the User.
  8. User representative is authorized to make arrangements and financial commitments with University on behalf of the User.
  9. User understands and acknowledges University is not responsible nor is University liable for any and all loss or damage to personal property, and/or personal injury of User or guest participants of User.
  10. User shall indemnify, defend, and hold the University of Wyoming, its Trustees, officers, employees, representatives, agents, volunteers, and the State of Wyoming harmless from any and all liability, causes of action, claims, debts, expenses, or demands of any kind and nature whatsoever, including reasonable attorney fees which may arise, whether past, present, or future, known or unknown, on account of, or in connection with, or contributed to, in whole or in part, by reasons of any act, omission, wrongful act, error, fault, mistake, or negligence of User, its employees, representatives, agents, volunteers, guest participants or subcontractors in connection with or incident to the performance of this Agreement.
  11. When damage or loss occurs, beyond normal wear, to facilities, equipment or furnishings, owned by the University and used by the User or guest participants of User, User shall be responsible for the cost of repair or replacement.
  12. User shall, at its sole cost and expense, insure its activities in connection with this Agreement and shall provide, not less than fourteen (14) days prior to the first day of the event, the University’s Risk Management Office (Department 3413, 1000 E. University Ave., Laramie, WY 82071) with a Certificate of Insurance. The Certificate of Insurance shall name the University of Wyoming as an additional insured under the policy and shall cover the term of this Agreement. The Certificate shall provide that the underlying insurance shall be primary and non-contributory with any insurance the University of Wyoming may elect to obtain and further, that the insurance shall be neither cancelled nor coverage’s amended during its term without written authorization from the University.

The following types of insurance shall be included:

- a. Comprehensive or commercial General Liability which shall include, but not be limited to, property damage or loss, bodily injury, and personal injury; it shall include host liquor liability if alcohol is being served (or liquor liability if alcohol is being sold) at any time during the event; the minimum limits of liability shall be \$1,000,000 single combined/general aggregate unless other limits are agreed to in writing by the University's Risk Management Office.
  - b. Owned, non-owned, and hired Automobile Liability insurance with a minimum limit of liability of \$1,000,000 single combined/general aggregate. This insurance may be combined with a. above; or may be waived if university agrees that no automobile exposure exists with the event.
13. University does not waive its sovereign and/or governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
14. University's policy is one of equal opportunity for all persons in all facets of University's operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matters as race, color, religion, sex, national origin, disability, age, veteran status, sexual orientation and political belief. Both parties shall fully adhere to all applicable local, state and federal law regarding equal employment opportunity.
15. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming. Any actions or claims against University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. §1-39-101 et seq. (1977) as amended.

The following signatures with dates formally constitute understanding and acceptance of the Agreements herein set down between User and University.

\_\_\_\_\_  
University of Wyoming

\_\_\_\_\_  
User

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

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