

MEMORANDUM OF AGREEMENT
between the
UNIVERSITY OF WEST FLORIDA
And

This is an agreement for use of campus grounds, facilities, and equipment executed mm/dd/yyyy, between the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (“UWF”), a public body corporate, and _____, a not-for-profit corporation and charitable organization under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Whereas, ? _____ wishes to host an event to benefit _____??. This event is to be called “ _____,” (“Event”), and is to take place on mm/dd/yyyy; and

Whereas, _____ wishes to use UWF’s campus grounds, facilities, equipment, security, and staff assistance for the event, and

Whereas, UWF would like to promote strong ties with the local community through community service and charitable events;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **GRANT OF USE.** UWF agrees to permit _____ to use UWF’s campus (select appropriate) __grounds, __facilities, __tents, __tables, “__gator carts,” __golf carts, __staging, __sound system, __campus facilities, and __staff assistance for the Event.
2. **TERM OF USE.** The term of the aforementioned use shall be from ____ a.m./p.m., mm/dd/yyyy; through ____ a.m/p.m., mm/dd/yyyy
3. _____ **OBLIGATIONS.**
 - a. This event is the responsibility of _____.
 - b. _____ is responsible for planning the Event and will advise UWF of any assistance, materials, or equipment that in Covenant’s judgment are necessary for the Event at least seventy two (72) hours before the Event is scheduled to commence.
 - c. In addition, _____ is responsible for the following:

- i. _____'s volunteers shall begin setting up equipment for the event during the afternoon of September 29, 2006.
- ii. _____ will provide all drinking water and food for the event.
- iii. _____'s volunteers shall immediately report any suspected security issues and/or health emergencies to UWF police without hesitation.
- iv. _____ will maintain the condition of UWF equipment that is to be used during the event and will aid in the disposal of all waste during and after the event.
- v. _____ will name the UWF as a sponsor for the event and list "University of West Florida" on the registration form, team registration form, event flyers, posters and logo, _____'s websites, and any signage at the event. All use of UWF's name and logo shall be approved prior to such use.
- vi. It is _____'s responsibility that participants are physically capable of participating in the event and pose no health risk to others.
- vii. _____ shall indemnify and hold UWF harmless against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by UWF in any manner relating to or incurred as a result of the Event.
- viii. _____ will maintain general liability insurance of \$1,000,000 or more to cover claims related to this agreement. UWF shall be named as an additionally insured party in such policy of insurance.
- ix. _____ will require all participants to sign a waiver in substantially the form attached hereto.

4. UWF'S OBLIGATIONS.

- a. UWF will assign members of the UWF Police Department to provide security and assistance to _____ in connection with the Event.
- b. UWF's willingness to enter into the agreement is contingent upon _____'s acknowledgement that decisions of the UWF Police Department made pursuant hereto will be complied with in all respects and that such decisions will be binding upon _____.
- c. UWF shall allow access to its campus grounds and pertinent facilities associated with the Event.
- d. UWF police will assist _____ volunteers in monitoring walkers and responding to any health emergencies that may occur.

e. UWF will provide equipment consisting of, but not limited to, t-

- f. UWF staff and volunteers shall assist _____ in setting up UWF equipment to be used during the Event; however the sound system and staging will be set up by UWF's staff exclusively.
- g. UWF will confirm the integrity of all equipment before use during the event. However, UWF makes no warranties or agreements that such equipment shall perform as expected.

5. **ASSIGNMENTS AND DELEGATIONS.** Neither party shall not delegate or assign any obligation or right under this agreement without prior consent from the other party.
6. **GOVERNING LAW AND VENUE.** This agreement shall be governed by the laws of the State of Florida and any provisions contained in this agreement in conflict therewith shall be void and of no effect. UWF and _____ hereby agree that venue shall lie in Pensacola, Escambia County, Florida.
7. **ENTIRE AGREEMENT.** This document represents the entire agreement between the parties and shall supersede any previous verbal or written discussions or promises that are not expressed in this agreement. In the event any provision of this agreement shall be held invalid or unenforceable, such a finding shall not invalidate or render unenforceable any other provision hereof.
8. **FORCE MAJEURE.** Neither party shall be responsible for failure to perform any terms herein when failure to perform is due to causes beyond reasonable control including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier. Additionally, UWF reserves the right to prohibit the use of any grounds, facilities, or equipment should weather conditions require.
9. **PROHIBITIONS.** No pets, alcoholic beverages, hazardous substances, cookouts, or fires shall be allowed.

10. MISCELLANEOUS. _____'s staff, volunteers, and event participants may park in any UWF parking lots except for residential parking spaces, the grass, or the roadway.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representative(s) this _____ day of _____, 2006.

University of West Florida

Date

Albert C. Hartley

Name

Interim Vice President,
Administrative Affairs

Title

Date