

**AGREEMENT BETWEEN THE UNIVERSITY  
OF CENTRAL ARKANSAS AND \_\_\_\_\_ (“SPONSOR”)**

The University of Central Arkansas (“university”) agrees to provide the \_\_\_\_\_ (“facility/building”) to \_\_\_\_\_ (“sponsor”) for \_\_\_\_\_ “(activity/program)” on the terms and conditions specified in this Agreement.

1. **PURPOSE:**

The university agrees to allow sponsor to have use of facility/building for activity/program during the period of use defined in section two (2).

2. **PERIOD OF USE:**

The facility/building may be used by sponsor as follows:

3. **RESPONSIBILITIES:**

- (A)
- (B)
- (C)

4. **ESTIMATED ATTENDANCE:**

Sponsor expects approximately \_\_\_\_\_ participants in the program.

5. **MINIMUM GENERAL LIABILITY INSURANCE COVERAGE REQUIREMENT (as determined by the university):**

\$4,000,000    General Aggregate  
\$1,000,000    Per Occurrence

The university must be included in the policy as an additional insured.

6. **LOSS OF OR DAMAGE TO UNIVERSITY PROPERTY:**

In the event of loss of or damage to university property caused by sponsor, its members, participants, volunteers, agents, or invitees, normal wear and tear excepted, sponsor agrees to pay full costs of repair or replacement within thirty (30) days after receipt of the university’s written statement of charges.

7. **LOSS OF OR DAMAGE TO HENDRIX PROPERTY:**

The university assumes no responsibility for property of sponsor, its members, participants, volunteers, agents, or invitees, that may be lost, stolen, or damaged.

8. **INDEMNITY; INSURANCE; INVESTIGATION OF CLAIM:**

Sponsor agrees to indemnify and hold harmless the university, and all claims, demands, suits, causes of action, or judgments any person had, now has, or may have in the future against either or individuals arising out of or in any manner connected with the activity/program at the university which is the subject of this Agreement.

Sponsor agrees to execute a written Agreement for Assumption of Risk and Release form which releases the university and all of its officers, agents, employees, trustees, and/or successors in interest, from and against all claims, demands, actions, or cause of action which may arise under or in any manner be connected with the activity/program by its members, participants, volunteers, agents or invitees. A copy of the executed Release is attached.

Sponsor agrees to require each participant to execute an Agreement for Assumption of Risk and Release as a pre-condition of participation and further agrees that participants who have not executed such a release prior to their arrival on the campus will not be permitted to participate in the activities related to the event.

Sponsor will provide comprehensive general liability insurance with the minimum coverage as required by paragraph 5, for bodily injury and property damage which covers the organization, its members, participants, volunteers, agents or invitees, but such insurance limits shall not limit sponsor's obligations to indemnify. The university shall be included in the policy as an additional insured. Certificates of insurance as required will be attached to this Agreement by sponsor prior to execution.

Sponsor will cooperate fully with the university in any university investigation of any claim or potential claim made by any person or organization in connection with services provided under this Agreement.

9. **PARKING:**

Parking is available on campus in designated areas only.

10. **HEALTH SERVICES:**

Arrangements for medical treatment will be determined by the Dorothy A. Long Student Health Services Center. Sponsor may wish to make arrangements for emergency medical treatment as well as all other health services required.

11. **ORIENTATION OF ATHLETES, COACHES, AND STAFF:**

Sponsor is responsible for orienting members, participants, volunteers, agents, and officials of the absolute ban on: (1) the presence or consumption of alcoholic beverages in or on any university property; (2) the possession or use of any illegal drugs; and (3) the presence or possession of firearms.

12. **SECURITY:**

The University of Central Arkansas Police Department (UCAPD) must be notified of the activity/program at least two (2) weeks in advance. Should the services of police department be required, necessary or otherwise requested, prior permission must be obtained. A fee may be assessed for these services.

13. **PHYSICAL PLANT:**

The Physical Plant must be notified of the activity/program at least two (2) weeks in advance. Should the services of the physical plant be required, necessary or otherwise requested, prior permission must be obtained. A fee may be assessed for these services.

14. **USE OF UNIVERSITY NAME:**

Sponsor agrees that no advertisement or other public statement made by it or its agents in connection with this Agreement, in any manner or medium, shall assert or imply that the university supports, approves, endorses any product, service, interest, position, or ideology of the organization, unless such advertisement or statement has been approved in writing by the university in advance of publication. Provided, however, that sponsor is permitted to assert or imply that the university is the site of the event.

15. **ASSIGNMENT PROHIBITED:**

Sponsor shall not assign this Agreement without the prior written consent of the university.

16. **APPLICABLE LAW:**

The undersigned agree that this Agreement shall be governed, construed and entered into pursuant to the laws of the State of Arkansas.

17. **LIMITATIONS, INTEGRATION OR MODIFICATION:**

This writing constitutes the entire understanding of the parties concerning the subject matter hereof, and no modification of this Agreement shall be binding on either sponsor unless reduced to writing and signed by both parties.

This Agreement pertains solely to the activity/program described above.

18. **SIGNATURES OF AUTHORIZED REPRESENTATIVES:**

University of Central Arkansas:

Sponsor:

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President/Vice President

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Signature

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Printed Name

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Title

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Date

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Date