

FACILITY USE CONTRACT

University of West Georgia Newnan Campus

This agreement is entered into in the County of Coweta, State of Georgia, on this _____ of _____, **2008** by and between the following parties:

_____ hereinafter referred to as **GROUP**, and the UNIVERSITY of WEST GEORGIA, Newnan, hereafter referred to as **UNIVERSITY**.

GROUP desires to use UNIVERSITY facilities for the time period stated in this contract for consideration of standard fees and mutual promises contained herein. The parties agree as follows:

RESPONSIBILITIES

1. GROUP shall be solely responsible for overall supervision and/or discipline of all GROUP program participants and staff members. Specific areas of such supervision and responsibility shall include but not be limited to the following:
 - (a) *Supervision and responsibility for all facilities used by GROUP participants, staff and/or employees.*
 - (b) *Supervision and responsibility for all GROUP program participants at all times during activities and any free time that may occur during the activity.*
2. The GROUP agrees to indemnify and hold the UNIVERSITY, its Trustees, Officers, Employee, and Agents from any and all claims, demands, and causes of action, arising from any and all bodily and personal injuries to any GROUP program participant, staff member, employee, or guest, where such injury or injuries occurred during the period of the GROUP program set forth herein, and/or arose from the activity or passive negligence of the GROUP, its participants, staff, agents, employees, or invitees.
3. GROUP agrees to reimburse UNIVERSITY for any damage to the UNIVERSITY OF WEST GEORGIA NEWNAN CAMPUS facilities or property, (other than normal wear and tear) occurring as a result of the activities or actions of GROUP participants, staff, employees, agents, or guests whether such damage resulted from willful action, negligence, or accidents,
4. The GROUP will clean up all materials, food items, containers and utensils. Remove all perishable food items and place in the trash container outside the facility.
5. The GROUP will return room setup to its original configuration.

RESTRICTIONS

1. Facility use is restricted to educational and training programs, or activities which support those programs.
2. GROUP will not conduct any programs for the purpose of generating revenues for profit, nor solicit or advertise activities to do same.
3. Any programs or activities which require participants to pay fees for service will require a signed formal contract with the Department of Continuing Education, University of West Georgia.
4. Restrictions do not preclude program organizers from charging participants for materials, meals, or actual administrative costs of the program.

CONTRACT AGREEMENT

Group agrees to use the facility at the date and time indicated below:

DATE(s): _____ **TIME:** _____

ROOM(s): _____ **USE FEE:** _____ **INVOICE#:** _____

GROUP or UNIVERSITY may change or cancel this agreement by mutual consent.

GROUP Name: _____ **GROUP Contact:** _____

Group Address: _____ **Group Phone Number:** _____

BY: _____ **BY:** _____
(Group Representative) (UWG Newnan Representative)

DATE: _____ **DATE:** _____