

AGREEMENT FOR USE OF LAND

This Agreement is made this 18th day of September, 2012, between **ARKANSAS STATE UNIVERSITY-JONESBORO**, ("ASUJ"), and the **CITY OF JONESBORO** ("City").

WHEREAS, ASUJ is an institution of higher education located in Jonesboro, Craighead County, Arkansas; and

WHEREAS CITY is a municipality engaged, in part, in providing recreational activities to its citizens, and

WHEREAS CITY desires to use open land owned by ASUJ ("the Land") located immediately north of the Arkansas Services Center Building, McClellan Drive, Jonesboro, Arkansas, to conduct parks and recreation soccer practice activities; and

WHEREAS ASUJ desires to make the Land available for the soccer practice activities conducted by CITY at no charge;

It is THEREFORE agreed between the parties as follows:

1. ASUJ will allow CITY to use the Land to conduct the soccer practice activities, beginning September 4, 2012, and ending October 27, 2012.
2. CITY acknowledges that soccer practice activities are inherently dangerous and may result in personal injury or death. CITY will secure a signed Release of all Claims for Personal Injury and Property Damage from the parent or guardian of each person engaging in practice activities prior to allowing such person to participate. In the event that a competitor is of the age of majority, the competitor shall sign the Release of All Claims for Personal Injury and Property Damage. Releases will be delivered to ASUJ.
3. CITY will provide all equipment, materials, and other items necessary to conduct the soccer practice activities. CITY shall be solely responsible for supervision of participants and spectators taking part in or attending the soccer practice activities.
4. CITY understands that the Land is open, undeveloped fields. No parking areas are available at the Land. Participants and spectators will have to secure parking away from the land and walk to the Land. CITY agrees that it shall be solely responsible for any personal injury or property damage suffered by participants and spectators taking part in or attending the soccer practice activities from the time such participants or spectators arrive at the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land.
5. CITY will have sufficient personnel at the Land to supervise and monitor the soccer practice activities.
6. CITY may make temporary improvements to the Land such as mowing and maintaining the Land in a manner suitable for conducting soccer practice activities. CITY will not make any permanent alterations to the Land and shall return the Land to the same condition as before the soccer practice activities were conducted at the close of activity, including any trash removal.

7. CITY will use the Land for the sole purpose of conducting soccer practice activities. Should CITY utilize the Land for purposes other than conducting soccer practice activities, this agreement shall be immediately and automatically cancelled.

8. ASUJ shall have the right to immediately terminate this agreement by providing written notice to CITY.

9. CITY hereby agrees to indemnify and hold ASUJ harmless from any loss, cost, claim, liability or damage, whether in contract or in tort, and whether for personal injury or property damage, arising out of any activities occurring upon, in, or about the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land, before, during, or after the soccer practice activities, except those caused by the intentional acts of ASUJ. If any action or proceeding is brought against ASUJ, CITY agrees to resist or defend such action or proceeding and to promptly pay and discharge any final judgment rendered against ASUJ therein, reserving the right to appeal such judgment prior to payment thereof as may be permitted by law. The duty to indemnify shall survive the expiration or earlier termination of this agreement.

10. CITY shall be solely responsible for claims for personal injury, death or property damage occurring upon, in, or about the Land, including any personal injury or property damage incurred by participants and spectators while approaching, traveling across, or departing the Land, before, during, or after the soccer practice activities.

11. Nothing contained in this agreement shall be construed to waive the sovereign immunity of ASUJ. This agreement shall be controlled by and construed under the laws of the State of Arkansas. Any claim against ASUJ arising from this agreement shall be subject to the exclusive jurisdiction of the Arkansas State Claims Commission.

12. Any notice given under this agreement shall be made as follows:

To ASUJ:

Arkansas State University-Jonesboro
Attn: Vice Chancellor for Finance & Administration
P. O. Box 2100
State University, AR 72467-2100

With copy to:

Arkansas State University System Office
Office of University Counsel
P.O. Box 10
State University, AR 72467

To CITY:

Jonesboro Parks and Recreation Department
Attn: Wixson Huffstetler
P. O. Box 1845
Jonesboro, AR 72403-1845

13. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

14. This agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ARKANSAS STATE UNIVERSITY-JONESBORO

By: Len T. Frey
Len T. Frey, Ph.D.
Vice Chancellor for Finance and Administration

CITY OF JONESBORO

By: _____
Harold Perrin, Mayor