FI0420 Appendix D: Contract Signature Authority Request Form

To: David Miller, CFO

From: Blake Reagan, on behalf of Jeremy Burnett

Date: November 19, 2024

RE: Signature authority request for Jeremy Burnett.

Question 1: Name of the person who will have contract signature authority if the CFO approves this request:

Name: Jeremy Burnett

<u>Title</u>: Director, Lone Oaks Farm

Question 2: State the types of contracts for which the person may sign if the CFO approves this request:

Receivable contracts for Lone Oaks Farm that are on the UTIA template for Lone Oaks, which are attached. Lone Oaks staff do not have to enter the contracts into the contract management system. This signature authorization does not extend to situations where the customer makes substantive changes to the terms and conditions of the template or where a customer insists on processing the transaction via the customer's contract document.

Note: Contract signature authority granted by this memo (if approved) expires immediately if the UT employee named in this memo changes positions within UT, or when their employment ends, whichever is earlier.



CC:

Tammie Cole Blake Reagan Abbie Shellist

Facility License Agreement





License agreement date: Date

This facility license agreement is dated and is between Name and The University of Tennessee, on behalf of its UT Extension ("University").

Agreement:

1. Lodging Location: Click or tap here to enter text.

2. <u>Check-in</u>: 4 p.m., Date: Click or tap here to enter text.

3. Check-out: 11 a.m. Date Click or tap here to enter text.

4. Number of guests: Number of Guests

- 5. <u>Non-Smoking-No Vaping/Damages</u>: Guest understands that the University prohibits smoking and vaping at all indoor locations on Lone Oaks Farm. If Guest, or anyone who accesses the Property with Guest's permission, smokes or vapes indoors, the University will charge Guest a minimum of \$300 cleaning fee. A minimum \$300 additional fee may be assessed if any additional cleaning or repairs are warranted after the event. No large parties—without prior approval--only registered guests are allowed in the residence.
- 6. No Pets—I have read and agree to the residence rules that are attached.
- 7. Additional services/amenities—Fishing requires a Tennessee Fishing License which can be purchased on-line on your phone day of your stay— If there is a Youth Group at the 4H and Youth Development Center, access to Big Lake and access to that area will not be available.
- 8. <u>Amount:</u> Guest will pay a total of \$Click or tap here to enter text. plus applicable taxes of \$Click or tap here to enter text. (occupancy tax) + \$Click or tap here to enter text. (sales tax) for an overall total of \$Click or tap here to enter text.
- 9. If Tax-Exempt, a completed, signed and current copy of your Sales Tax Exemption certificate is required along with company credit card or company check for payment. Without this form sales tax will be charged.
- 10. <u>Governing Law:</u> This agreement is governed by the internal laws of the state of Tennessee.

11. Signed agreement is required to reserve your re	equested date.
12. Payment is required in advance within five busing accept check, cash, MasterCard, Visa, Discover complete billing address with e-mail and phone arrange payment at 731 376 0011. Checks can Marcum, 10000 Lake Hardeman Road, Middleton	and American Express. Please provide e number when making payment. Call to be mailed to Lone Oaks Farm, Attn: Gail
Signature	Date

The University of Tennessee

<u>License for Use of University Property</u>

The University of Tennessee's Lone Oaks Farm ("University") has agreed to license to ("Licensee") the use of the ("Property") only for the purpose(s) outlined below. In consideration of University permitting Licensee to use the Property, and intending to be legally bound, Licensee hereby agrees as follows:

- 1. Purpose of License and Fees:
 - **a.** Purpose of License: Click or tap here to enter text.
 - b. Date of License: Click or tap here to enter text.
 - **c.** Time of License: Click or tap here to enter text.
 - **d.** Fee: Click or tap here to enter text.
- 2. Attachments: The following attachments are fully incorporated into this Agreement:
 - a. Addendum A:
 - **b.** Addendum B:
- 3. Payment Terms: WE NEED TO CREATE A STANDARD TEXT HERE
- 4. Indemnity by Licensee:
 - a. Licensee, on behalf of itself, its members, agents and employees hereby release University, its trustees, officers, agents and employees, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries (and death) to any person or persons or property of any kind whatsoever from any cause or causes whatsoever while Licensee is in or upon University premises or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of University premises or any activity carried on by the Licensee in connection therewith.
 - b. Licensee hereby covenants and agrees to indemnify and hold harmless University, its trustees, officers, agents and employees, from and against any and all liability, claims, charges, expenses (including counsel fees) and costs on account of or by reason of any injuries (and death), liability, claims, suits, or losses however occurring or damages growing out of the same, arising out of the Licensee's use of University premises, whether or not caused in party by a party indemnified hereunder.
- 5. <u>Publicity Prohibited</u>: Licensee shall not imply in any way that the University is sponsoring the Licensee's use of the Property; and no reference to the University may be used in promotional or other literature used or distributed by Licensee, other than references to the location of the program, without the explicit written permission of the University. Licensee shall not involve or refer to any University staff or University telephone numbers in any publicity, enrollment information, or on any printed brochure, without the permission of the University. Licensee is solely responsible for all publicity and other promotional materials.
- 6. <u>University's Right to Terminate</u>: The University has the right to terminate Licensee's use of University's premises if, in the sole discretion of University, such use would interfere with operation of the University, or if the event cannot be held by reason of fire, flood, acts of God, strikes, labor disturbances, or other events beyond the control of the University. The Licensee agrees to release and hold harmless the University from any costs, including legal fees, due to the University's termination of Licensee's use of University premises as permitted by Tennessee law.
- 7. <u>Rules and Regulations</u>: Licensee and Licensee's use of the Property shall be subject to any policies, rules, and regulations that the University may promulgate from time to time, including those stated in any publication promulgated by the University. Unless specified above, Licensee's use of the Facilities is non-exclusive as to the University, which retains the right freely to enter the Property at any time for any purpose.

The University of Tennessee

License for Use of University Property

8. Miscellaneous:

Agreed:

- a. <u>Binding Effect</u>: The terms and conditions of this License shall be binding on Licensee, on Licensee's officers, directors, members, agents, employees, invitees, and on those claiming by, through, or under Licensee, and Licensee agrees not to permit any such persons to violate any term or provision of this License. Licensee agrees to comply, at its cost and expense, with all federal, state, and other governmental laws and regulations in connection with this License and the Licensee's use of the Property.
- b. <u>Governing Law</u>: The internal laws of the State of Tennessee (without regard to its conflict of law principles) govern all matters arising under or relating to this Agreement. Any liability of the University to Licensee and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, <u>et</u>. <u>seq</u>.
- c. No Interest in Real Property: This is not a lease, and no interest in real estate is conveyed hereby.
- d. <u>Signatory</u>: The signatory is authorized to sign this document on the Licensee's behalf and understands and agrees that the University accepts no responsibility or liability for any acts or injuries occurring for the use of the University facilities for the purpose stated above.
- e. <u>Modification</u>: Any change, modification, or waiver of any term of this Agreement will not be valid unless it is in writing and signed by an authorized official of both the Licensee and Licensor. Any lining out, strike outs, etc. will not be binding on the University unless initialed by an authorized official of the University.
- f. <u>Headings</u>: In this Agreement, headings are for convenience only and do not effect interpretation.
- 9. The University is not bound by this Agreement until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: http://treasurer.tennessee.edu/contracts/contractsignature.html.

Licensee:	The University of Tennessee:
(Signature)	(Authorized University Official Signature)
(printed name and title)	(printed name and title)
(date)	(date)
(Signer's Phone)	
(Signer's Email)	