

UNIVERSITY OF ARKANSAS COMMUNITY COLLEGE AT BATESVILLE (hereafter “UACCB”) and the user (hereafter ‘User”) named below enter into this agreement for the use by the User of certain facilities owned by UACCB, under the terms and conditions of this agreement and the following documents, which by this reference are incorporated herein and made part of this Agreement:

UACCB Operating Procedure 710.1-Use of UACCB Facilities, including Independence Hall
UACCB Operating Procedure 710.1.1-Facilities reservation Request Form

1.00 PARTIES

The parties hereto are:

UACCB:

UACCB
PO Box 3350
Batesville, AR 72503

User:

Name:

Address:

Contact Person:

Contact Phone:

2.00 FACILITIES

Subject to the terms of this Agreement, the User is hereby granted permission to use the following facilities:

3.00 PERIOD OF USE

The permission hereby given shall be for the following period(s):

From (dd/mm/yy) _____ at _____ am/pm

To (dd/mm/yy) _____ at _____ am/pm

4.00 PERMISSABLE USE

The facilities may be used for the following activities:

5.00 CHARGES TO USER

In consideration of the grant of the permission herein contained, the User shall pay to UACCB the fee(s) specified in UACCB Operating Procedures 710.1 and 710.1.1.

Users are also encouraged to announce UACCB’s smoke/tobacco status at the start of the event as well as add this information to any printed material provided at the event.

In the event that User sells tickets to the event, UACCB reserves the right to receive 10% of all gross revenues received by User for the event in addition to the fees outlined above.

6.00 CONDITION AND USE OF PROPERTY

6.01 Acceptance of Facilities; Duty to Repair; Surrender

User accepts the facilities as being clean and in good condition and agrees to terminate its use of the premises on termination of the period of use in the same condition as when received, reasonable wear and tear excepted. User shall be financially responsible for the repair and replacement of the property that is damaged.

Repairs or replacement made shall be to the satisfaction of UACCB. User's responsibility extends beyond that of any fees made by User.

6.02 Waste, Quiet Conduct; Insurance Hazards; Permits

User shall not permit any waste upon or to the facilities or engage in any activity that is unlawful or constitutes a nuisance or that disturbs the quiet enjoyment of students, employees, or invitees of UACCB. Further, User shall not disturb the quiet enjoyment of adjunct properties. User shall not engage in nor permit any conduct or activity upon or in connection with the facilities that would increase the existing rate of insurance upon the premises of UACCB and the facilities situated thereon, or any part thereof, or cause the cancellation of any insurance covering any such facilities.

All required fees and permits shall be obtained by User and filed with UACCB at least **10** days prior to the event. Fees for the issuance of all permits are the sole responsibility of User.

6.03 Temporary Structures; Signs

Except as permitted by UACCB Operating Procedure 710.1, no temporary structures or signs will be placed upon any UACCB facilities, except upon the prior written approval of the UACCB Vice Chancellor for Finance and Administration, and all legally required permits are obtained. All such temporary structures and signs shall be removed before termination of the period of use.

6.04 Alterations; Construction

No alterations shall be made to the facilities without the written approval of the UACCB Vice Chancellor for Finance and Administration. Any alterations or additions shall be at the sole expense of User. Any additions or alterations to the premises except movable furniture and trade fixtures shall become, at once, part of the realty and belong to UACCB.

6.05 Abandoned Property

Any equipment or effects of the User remaining on the premises for more than 5 days after the expiration of the agreement without prior written permission of UACCB shall be deemed abandoned and disposed of by UACCB at its sole discretion.

7.00 LIABILITY

7.01 Indemnity

User shall save harmless, defend, and indemnify the State of Arkansas, the Trustees of the University of Arkansas System, UACCB, and their officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with User's use of the facilities.

7.02 Liability Insurance

User shall, during the term hereof and any extension thereof, obtain and maintain at User's expense liability insurance in insurance companies authorized to issue insurance in Arkansas and acceptable to UACCB that protects User and UACCB, its officers, employees, volunteers, and agents, against any personal injury, death, and property damage arising out of or connected with User's use of the facilities. The liability coverage shall not be less than one million dollars (\$1,000,000) for any one occurrence. The insurance policy shall insure

the State of Arkansas, the Trustees of the University of Arkansas System, UACCB, and the officers, employees, volunteers, and agents of each of them as additional insureds.

8.00 RIGHT TO ENTER

In permitting the use of the facilities described herein, UACCB does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all laws, rules, and regulations applicable thereto. All portions of the facilities will be at all times under the charge and control of UACCB.

UACCB'S agents or authorized representatives may enter the facilities at all times to make inspections to ensure compliance with this agreement.

9.00 GENERAL PROVISIONS

9.01 Waiver

The waiver by UACCB of any breach of a term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any payment by UACCB shall not be deemed to be a waiver of any preceding breach by the User of any term, covenant or condition of this agreement other than the failure of the User to pay the particular sum, so accepted, regardless of UACCB's knowledge of such preceding breach at the time of the acceptance of such payment.

9.02 Breach

In the event User breaches any terms of the agreement, UACCB may immediately terminate this agreement and User's right to use UACCB's facilities without liability and penalty to UACCB.

9.03 Assignment

User shall not assign this agreement in whole or in part nor suffer any other person (the agents and servants of User excepted) to use the premises or any portion thereof without the written consent of UACCB. The consent to one assignment shall not be deemed to be consent to another assignment. Any assignment without written consent shall be void and shall, at the option of UACCB, terminate this agreement.

9.04 Successors

The provisions of this agreement shall apply to and bind the heirs, successors, executors and administrators and assigns of all parties hereto and should there be more than one User, each of the same shall be jointly and severally liable hereunder.

9.05 Entire Agreement

This agreement constitutes the entire understanding of the parties and supersedes any prior oral or written expressions of the parties.

9.06 Modification

Any amendment or modification of the agreement shall be effective only if in writing, executed by each of the parties hereto.

9.07 Notices

Any notice, request or demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the earlier of actual receipt or the second business day after mailing to the party to whom notice is to be given, by first-class mail, postage prepaid and properly addressed. The addresses of the parties set forth on page one of this agreement shall be deemed to be the addresses of each such party for purposes of such notice, provided that either party hereto may change its address for purpose of this agreement by giving the other party written notice of its new address in the manner set forth above.

9.08 Force Majeure

UACCB shall not be liable for failure to provide facilities or services under this agreement in the event such failure is a result of Acts of God, inclement weather (as deemed by UACCB), riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any other cause, beyond UACCB's control. In such an event, UACCB will not be required to provide special notification or arrange for alternative facilities for use by User.

9.09 Governing Law

This agreement shall be construed under the laws of the State of Arkansas.

9.10 Captions

The titles or headings to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part hereof.

By signing below each party manifests its agreement to all of the provisions of this Facilities Use Agreement.

UACCB

USER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Adopted: February 26, 2010