# Facility Rental Policy & Usage Agreement

Ouachita Center

University of Arkansas Rich Mountain

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# Facility Rental Policy & Usage Agreement

THIS AGREEMENT entered into the _____day of _____, 20___between the Ouachita Center of the University of Arkansas Rich Mountain and _____with reference to its facilities; _____. The entity reserving the Ouachita Center facilities hereinafter will be referred to as the "Renter" and/or "User".

The Ouachita Center of the University of Arkansas Rich Mountain agrees to make available its meeting spaces within and a part of the facility to the Renter, subject to the covenants and conditions set forth herein on the following dates and times below under, "Period of Use" and the Renter agrees to pay all rental, security, and deposit fees as assessed and follow all policies and procedures listed in the Facilities Rental Policy and Usage Agreement.

**RENTER** _____

EVENT DATE(s): _____

_____
Mailing Address

_____
City State Zip Code

_____
Phone & Email

_____
Event Contact Signature

Purpose of Event: _____

Approximate Number of Attendees: _____

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

Location(s): _____

**MEDIA PERMISSION**

_____*I give the Ouachita Center of the University of Arkansas Rich Mountain to post this event on the University of Arkansas website, www.uarichmountain.edu website and related social media sites. I agree to have this event publicized in reporting done by the University of Arkansas Rich Mountain.*

**Deposit Fee** _____ **Cancellation Fee** _____ **Security Fee** _____

**Credit Card No.** _____**Exp.**_____**Security No.** _____**INVOICE No.** _____

**POLICIES and PROCEDURES**

1. All Renters must comply fully with all local, state and federal laws, as well as with the Ouachita Center and University of Arkansas Rich Mountain policies and procedures.

2. All Renters must abide by all fire codes.

3. Use of the Ouachita Center at UA Rich Mountain is subject for approval or disapproval at the sole discretion of the College. The College reserves the right to deny the use of the facility for any reason without explanation.

4. Priority and consideration for use of the facility will be given to College-sponsored events, College-affiliated groups, and programs sponsored by the State of Arkansas, its agencies and institutions.

5. The College campus is smoke and tobacco free. Smoking and tobacco use are not permitted in any building, in vehicles, or on property. This policy must be announced and enforced by the User. A $250 fee will be assessed for non-compliance.

6. The Ouachita Center and UA Rich Mountain prohibit the possession of any weapon within any facility or on campus property without permission granted from UA Rich Mountain Administration. Authorized law enforcement officers are not subject to this regulation.

7. Facility security will be under the control of UA Rich Mountain and rental activities open to inspection by the College officials at all times. A security fee will be assessed for events held outside of regular business hours and events deemed necessary for security to be present.

8. Youth or children's groups shall be supervised at all times by the Renter/User.

9. Individuals under the age of 21 are not allowed to rent facilities at the Ouachita Center or with UA Rich Mountain.

10. Individuals and groups using the buildings and grounds with the Ouachita Center or with UA Rich Mountain shall be required to assume responsibility for loss or damage of equipment, furnishings/fixtures, buildings and grounds, and shall be held responsible for any financial losses.

11. UA Rich Mountain may revoke approval for use of the Ouachita Center and UA Rich Mountain campus' facilities in case of an emergency, when facilities are misused, or when any regulations are violated. The facility request/contract will not be renewed when revoked for misuse. Renters/Users of the Ouachita Center at UA Rich Mountain will comply with all rules relating to use. Non-compliance or misuse shall result in immediate termination of use, forfeiture of all fees, and preclusion of use in the future.

12. Damages to the facility will be the responsibility of the organization hosting the event to the extent caused by the acts or omission of organization's agents or employees.

13. The Renter/User shall save harmless, defend, and indemnify the State of Arkansas, the Board of Visitors of UA Rich Mountain, UA Rich Mountain, University of Arkansas System and their officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with Renter/User's use of the facilities and from any claim(s) or damage(s) on account of injury to anyone using the facilities and grounds in connection with the function

sponsored or operated by the Renter/User and/or growing out of their use and occupancy of said facilities and grounds, or through any defect in said premises, including the sidewalks adjoining the same and use or operation thereof.

14. Any personal property brought on to the Ouachita Center and UA Rich Mountain property shall be kept at the risk of the person bringing it thereon. The Ouachita Center nor UA Rich Mountain shall not be liable for any damages to said personal property or the applicant or anyone using the facilities and grounds in connection with the function sponsored or operated by the applicant arising from the accident or neglect of any other person whatsoever.

15. Due to the College's staffing constraints, reservations to be considered for events and activities scheduled after work hours and holidays will be evaluated on a case-by-case basis. Additional fees may be assessed accordingly.

16. Reservations for the Ouachita Center facility will be evaluated on a case-by-case basis. In general, reservation requests that are more than six (6) months in advance are generally reviewed to determine if it is a College-sponsored event or an approved event that requires an advance reservation of at least six (6) months.

17. Live animals are prohibited with the exception of service animals according to the American with Disabilities Act and Law Enforcement standards.

18. Any use of the UA Rich Mountain name or logo must be approved by the College. No campus organization, political candidate, or individual is allowed to use the name, Ouachita Center, University of Arkansas Rich Mountain, "UA Rich Mountain" its insignia or logo in any publication, except to state as a location where the event or activity will be held.

19. Sponsorships or endorsements by the Ouachita Center or UA Rich Mountain may not be implied without advance permission from the College.

20. All publications and advertisements using the Ouachita Center, UA Rich Mountain name, insignia or logo must be reviewed and approved by the University of Arkansas Rich Mountain. Please submit all requests for sponsorships and drafts for publications to the Development and Community Relations Office. A minimum of ten (10) business days is required to review such material.

21. UA Rich Mountain 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 UA Rich Mountain), riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or any other cause beyond UA Rich Mountain's control. In such an event, UA Rich Mountain will not be required to provide special notification or arrange for alternative facilities for use by Renter/User.

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**Events and Activities:**

The Ouachita Center may be used for the events and activities that are educational, social, and/or promote civic, community, and economic development.
Rentals requested by for-profit businesses or organizations are subject to prior approval by the University of Arkansas Rich Mountain (UARM). UARM reserves the right, at its sole discretion, to approve or deny any rental request from a for-profit entity based on facility availability, the nature and purpose of the event, campus operations, institutional priorities, policies, or other relevant considerations. Approval of one event or organization does not guarantee approval of future rental requests.

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**Decorations and Third Party Vendors:**

1. Third party vendors such as event designers, audio/visual designers, event planners, DJs, entertainers, etc…are to be approved through the College and the Renter/User is asked to accompany the vendors at all times.

2. All decorations must have prior approval from the Department of Development and Community Relations Office. The Renter/User is responsible for removal and disposal of all decorations immediately after the event.

    - Fresh flowers or similar centerpieces are welcome
    - Open flames, pyrotechnics, and fog/smoke machines are **prohibited**
    - Helium balloons may be used outdoors, but are not allowed in Ouachita Center and UA Rich Mountain facilities
    - Decorations may not be suspended from light fixtures or curtains
    - **• Absolutely nothing may be affixed to walls.** This includes all types of tape (painters', Scotch, masking, duct, etc.) and adhesive products such as Command strips. Use of any materials on walls, windows, tables, chairs, floors, or equipment is strictly prohibited. **Violations may result in loss of facility privileges, fines for damages, or both.** INITIAL_____
    - Any object that may puncture (including staples, nails, and tacks) walls, woodwork, tables, chairs, or staging is **prohibited.**
    - Confetti and glitter are **prohibited.**
    - Food, beverages and any other type of chemical with staining agents are **prohibited.**

3. Except as permitted by Facility Usage Rental Policy and Agreement and UA Rich Mountain Operating Procedures, no temporary structures or signs will be placed upon any UA Rich Mountain facility except upon the prior written approval of the College and all legally required permits are obtained. All such temporary structures and signs shall be removed before termination of the period of use. However, each item must be approved by the College and displayed only in designated areas and removed at the conclusion of the event by College personnel.

4. No alterations shall be made to the facilities without the written approval of the College. Any alterations or additions shall be at the sole expense of Renter/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 UA Rich Mountain.

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

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**Condition and Use of Property:**

Renter/User accepts the facility checklist that will be received during initial tour. This checklist reflects the beginning condition of the Ouachita Center before the Renter/User has received access for their event. Renter/User shall be financially responsible for the repair and replacement of the property that is damaged, and reasonable wear and tear is accepted. Repairs or replacement made shall be to the satisfaction of UA Rich Mountain. Renter/User's responsibility extends beyond that of any fees made by the Renter/User.

**Waste, Quiet Conduct, Insurance Hazards, Permits:**

Renter/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 UA Rich Mountain. Further, Renter/User shall not disturb the quiet enjoyment of adjunct properties. Renter/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 UA Rich Mountain 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 UA Rich Mountain at least **10** days prior to the event. Fees for the issuance of all permits are the sole responsibility of the User.

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**Scheduling:**

UA Rich Mountain reserves the right to substitute facilities for the space(s) reserved should the need arise.

All space within the Ouachita Center must be reserved by on and off-campus groups, organizations, and individuals through the Development & Community Relations Office. Space is reserved on a first-come, first-serve basis.

Requests may be submitted electronically, in person, phone, or by fax.

The Ouachita Center may be rented up to six (6) months in advance. UA Rich Mountain reserves the right to have priority on reservations of the Ouachita Center. Reservations that are requested in advance of six (6) months or more will be evaluated on a case-by-case basis.

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**Changes to Event:**
Renter/User must request any changes in their events or conferences by no later than 10 business days prior to the start of any event. These changes include, but are not limited to:

- Request for equipment
- Changes in the number of attendees
- Changes in facility set up
- Requests for additional technology and audio-visual requirements (equipment and/or operation)

**Changes requested after this deadline may not be able to be accommodated based on required space changes, other event happenings, staffing levels, and equipment availability and will be extended an additional charge. Please check the price list for current charges**.

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**Cancellation Policies and Procedures:**

The cancellation fee is based on the rental rates outlined in the contract.

- Renters/Users who cancel their event 11 or more business days prior to their event pay no cancellation fee.
- Renters/Users who cancel their event 10 business days or less prior to their event pay 100% of their rental rate and/or deposit.
- The Renter/User will pay subcontracted, technology equipment, and services that cannot be cancelled in full, regardless of when the cancellation takes place.
- None of the cancellation fee/deposit may be applied to any future rental.

Users with unpaid fees may not rent the Ouachita Center or any other UA Rich Mountain facility until their fee is paid in full.

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**Charges to Renter/User:**

Application for use may be made at the Office of Development and Community Relations on the campus of UA Rich Mountain during regular business hours of operation. Fees for use shall be set forth below, subject to adjustment, if any, as the College deems appropriate.

In consideration of the grant of the permission herein contained, the User shall pay to UA Rich Mountain the fee(s) specified in the Ouachita Center of UA Rich Mountain Facility Usage Rental Policy and Agreement.

A 100% rental deposit is required with a signed Facilities Use Agreement before an event reservation is confirmed. No space will be temporarily held without a deposit or signed Facilities Usage Rental Policy and Agreement.

Reservations will not be confirmed and placed on the calendar until a completed Facility Usage Rental Agreement Form and a deposit fee is received. Balance will be due no later than 10 business days before the date of the event. All payments are made through the UA Rich Mountain Business Office on the main campus in Mena.

Rental times include client set-up, decorating, audio/visual check, client clean-up, and teardown.

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UARM reserves the right, at its sole discretion, to modify, amend, adjust, or deviate from any provision of this agreement when deemed necessary or appropriate due to operational needs, facility requirements, safety concerns, emergencies, changes in policies or procedures, scheduling conflicts, legal or regulatory requirements, or other circumstances affecting the use or availability of the facility. UARM will make reasonable efforts to provide notice of any significant changes when practicable. By initialing below, the renter acknowledges and agrees that UARM may make such changes as necessary and that the final determination regarding the use, operation, and availability of the facility rests with UARM.

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## FACILITY USAGE FEES:

| FACILITY TO BE USED: | SQ.FT. | SEATING CAPACITY | FULL DAY |
|---|---|---|---|
| **Carver Hall Full Facility** (includes kitchen use) | 6,730 sq. ft. | 700 - 800 theatre-style seating 219 retractable seats 350-400 dining | $800 Rental Fee $250 Deposit |
| **Eisele Room** (Conference Rm A) | 532 sq. ft. | 30 theatre-style seating 18-20 dining 24 classroom/boardroom style seating | $60 Rental Fee $30 Deposit |
| **First National Bank Room** (Conference Rm B) | 532 sq. ft. | 30 theatre-style seating 18-20 dining 24 classroom/boardroom style seating | $60 Rental Fee $30 Deposit |
| **NIDEC Room** (Conference Rm C) | 532 sq. ft. | 30 theatre-style seating 18-20 dining 24 classroom/boardroom style seating | $60 Rental Fee $30 Deposit |
| **Wilson Room** (Conference Rm D) | 532 sq. ft. | 30 theatre-style seating 18-20 dining 24 classroom/boardroom style seating | $60 Rental Fee $30 Deposit |
| **Aleshire Electric Room** (Conference Rm E) | 532 sq. ft. | 30 theatre-style seating 18-20 dining 24 classroom/boardroom style seating | $60 Rental Fee $30 Deposit |
| **ARVEST Room** (Conference Rm F) | 532 sq. ft. | 30 theatre-style seating 18-20 dining 24 classroom/boardroom style seating | $60 Rental Fee $30 Deposit |
| **East or West Wing** (3 conference rooms) | 1596 sq. ft. | 70-90 theatre-style seating **60** dining; **60-70** classroom/ boardroom style seating | $180 Rental Fee $50 Deposit |

### Additional Fees

**Early access** - Access to the facility on the day before your event is available for an additional $50, subject to facility availability and prior approval.

**Security** - See Next Page

**Tablecloths** - $25 per tablecloth**

### Payment Information

**Deposit**

- Deposit must be paid within one week of booking the Ouachita Center, to hold the date.
- Deposit can only be paid by check or cash.
- Check made payable to:
UA Rich Mountain
1100 College Drive
Mena, AR 71953
- After event, if there is no damage to the facility, deposit will be returned.

**Rental Fee**

Can be made by card, cash or check by phone, mail or in person.
Rental Fee is due two weeks before event date.

All rental fees include use of the kitchen, IT support and equipment (including a laptop, microphones, wall-mounted TVs, and the projector and screen in Carver Hall), as well as the setup of tables and chairs.

**** Tablecloth rentals:** Black and white tablecloths are available for use at the Ouachita Center for $25 per tablecloth. Tablecloths must remain inside the Ouachita Center at all times. UA Rich Mountain will provide clean tablecloths for each event; however, steaming and/ or ironing, if desired, is the responsibility of the event organizer.

**Room setup:** Once the room layout has been approved and the setup has been completed, UA Rich Mountain employees WILL NOT make additional changes. Renters/users may rearrange tables and chairs as needed. For safety reasons, only UA Rich Mountain employees are authorized to move dividing walls, bleachers, or the stage.

**Security Policy**

Security requirements for events held at the Ouachita Center will be determined at the discretion of Campus Security personnel. All event coordinators are required to complete the Security Consultation Request form and consult with Campus Security prior to their event to review the nature of the event, anticipated attendance, and any other relevant factors that may impact security needs. Based on this consultation, Campus Security may require that security personnel be present during the event. The cost of any required security services shall be the responsibility of the event organizer. Failure to comply with this policy may result in the cancellation of the event or denial of future use of the Ouachita Center.

## Ouachita Center Security Consultation Request Form

***Instructions:*** *This form must be completed and submitted to OC Coordinator at least* ***14 days*** *prior to your event. A consultation will be scheduled depending on your security needs.*

**Event Information**

- **Event Title:** _____
- **Date of Event:** _____ / _____ / _____
- **Start Time:** _____ **End Time:** _____
- **Event Location (within Ouachita Center):** _____

**Organizer Information**

- **Name of Organizer/Coordinator:** _____
- **Organization/Department:** _____
- **Phone Number:** _____ **Email Address:** _____

**Event Details**

- **Type of Event:** (check all that apply)

☐ Lecture/Seminar
☐ Concert/Performance
☐ Social Gathering
☐ Conference/Workshop
☐ Other (please specify): _____

- **Estimated Attendance:** _____
- **Is the event open to the public?** ☐ Yes ☐ No
- **Will there be minors (under 18) present?** ☐ Yes ☐ No
- **Will food or alcohol be served?** ☐ Food ☐ Alcohol ☐ Neither
- **Are any high-profile guests/speakers attending?** ☐ Yes ☐ No

If yes, please provide details: _____

**Additional Information or Security Concerns:**

_____

_____

**For Office Use Only – Campus Security Section**

- Date of Consultation: _____ / _____ / _____
- Security Personnel Required: ☐ Yes ☐ No
- Number of Officers Required: _____
- Estimated Cost: $_____
- Notes/Comments:

_____

_____

**Campus Security Officer Signature:** _____ Date: _____

**Event Organizer Signature:** _____ Date: _____

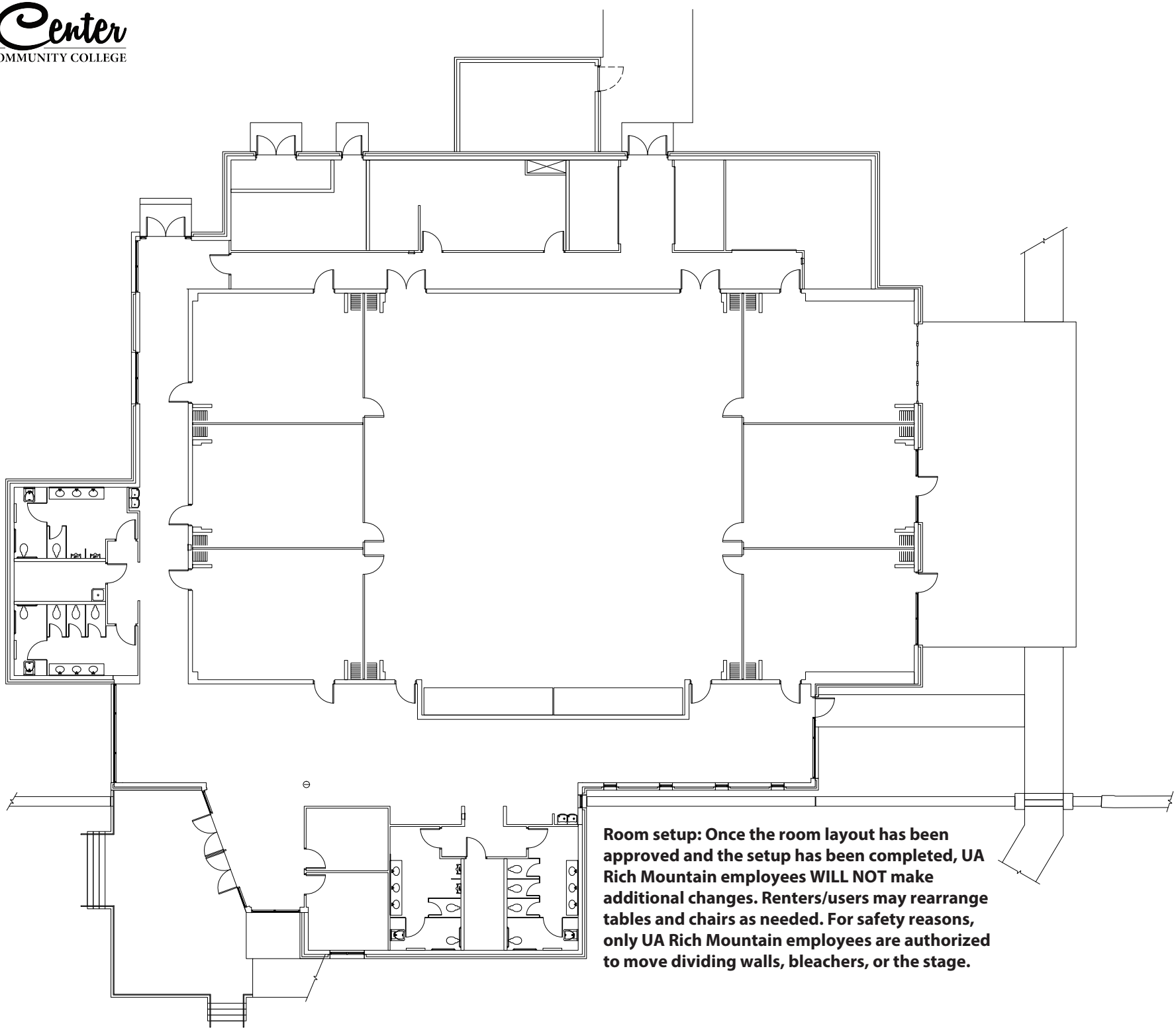
# Ouachita Center

RICH MOUNTAIN COMMUNITY COLLEGE

Rooms Reserved:

Maintenance needs:

IT needs:



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