



## Policies and Procedures

The rental agreement is between the University of Arkansas Board of Trustees, acting for and on behalf of Phillips Community College, a campus of the University of Arkansas System, (hereinafter called "PCCUA" and the approved renter (hereinafter called "Renter"). In consideration of the mutual promises contained herein, the parties agree to enter into the rental agreement, and to be bound by the terms and conditions in accordance with the provisions contained herein and pursuant to the conditions set in the following policies and procedures:

1. Compliance with Laws

Renters shall use and occupy the Leased Facility in a safe and careful manner. All Renters, and officers, agents, employees, participants, guests and invitees thereof shall comply with all municipal, state, and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and affect during the term of the agreement. It is Renter's responsibility to pay and deliver to the proper governmental agency, any and all taxes/licenses required to be paid in connection with the Renter's use of the leased facility. All such collections and payments to be in addition to rental and additional fees provided for herein. Renter shall obtain all local permits required in the execution of the Agreement and abide by all local, states and federal laws and ordinances governing the Event. PCCUA shall not be responsible for the payment of any taxes arising out of or connected with the Event or use of the Leased Facility by the Renter.

2. Security

Facility security will be under the control of Phillips Community College of the University of Arkansas and rental activities open to inspection from college officials at all times. The college will provide one security personnel and can require additional approved security be hired by Renter if deemed necessary by college. The Renter agrees that the final decision regarding all matters related to security, public safety, public conduct, and decorum shall rest with PCCUA.

3. Insurance

The Renter may be required to obtain insurance with bodily injury coverage of at least \$1,000,000 per occurrence, aggregate of at least \$3,000,000 for the Event. The Renter shall be required to provide a certificate of insurance issued by companies authorized to do business in the state of Arkansas and PCCUA shall be named as an additional insured on the policy. The policy shall cover personal injury from all causes.

4. Indemnification

Renter hereby agrees to indemnify and hold PCCUA, its officers, board members, employees and agents, harmless from and against any and all liability, claims, suits, demands, damages, costs and expenses, including attorney's fees for the defense of such suits, claims or demands, by Renter, its employees, agents, invites or others arising out of this Agreement, its use of the Leased Facility or on account of or occasioned by any act or omission of intentional or negligent conduct attributable to Renter, its officers, representatives, employees, agents, invites or others.

Further, Renter will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the Event. Renter agrees to indemnify, defend and hold harmless PCCUA, its trustees, agents, employees and/or staff, from any and all claims, losses or expenses incurred with regards to injuries to persons attending the Event, or their personal property. PCCUA assumes no liability whatsoever to any person(s) either directly participating in the Event or indirectly in attendance at the Event and/or their personal property.

5. Smoking

The Grand Prairie Center and PCCUA are non-smoking facilities. Smoking is not permitted in any building, in vehicles or on property.

6. Weapons

- Handguns may not be carried on person, in the vehicle or otherwise be readily available, unless possessed pursuant to a valid enhanced concealed carry permit.
- Furthermore, the Grand Prairie Center and PCCUA prohibit the possession of any other weapon within the center or on campus. A weapon is defined as a firearm, knives with a blade of three and one-half inches or greater, sword, bomb or any substance or device designed or intended to inflict harm.
- Authorized law enforcement officers are not subject to this regulation.

7. Renter Information

- No person or organization shall be excluded from rental or use of the Grand Prairie Center facilities because of age, sex, race, color, creed, disability, or national origin. No rules or regulations may be promulgated by a rental

organization which discriminates against any person or group or excludes them from use of the Grand Prairie Center or participation in rental activities.

- Youth or children's groups shall be supervised at all times by the Renter.
- Individuals under the age of 21 are not allowed to rent facilities at the Grand Prairie Center.
- PCCUA may revoke approval for use of the Grand Prairie Center 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.

#### 8. Damages

- Individuals and groups using the Grand Prairie Center shall be required to assume responsibility for loss or damage of equipment, furnishings/fixtures, buildings and grounds, and shall be responsible for any financial losses. Renter agrees to pay costs of repair or replacement for any and all damages to the Grand Prairie Center, PCCUA premises, building, equipment and outside grounds of whatever origin or nature which may occur during the term of this Agreement or which is attributable to any intentional or negligent act or omission of the Renter, its officers, agents, employees, participants, guests or invitees.
- The Renter shall, at the time of termination of this Rental Agreement, return the premises to PCCUA in a clean and sanitary condition or in as good a condition as was on the date Renter entered onto the premises. The Renter agrees not to deface or allow its agents, employees, patrons, participants, guests or invitees to deface any part of Grand Prairie Center, PCCUA premises, building, equipment and outside grounds in any manner.
- The Renter will hold PCCUA and the Grand Prairie Center harmless at all times 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 and/or resulting from their use and occupancy of said facilities and grounds, or through any defect in said premises, including the sidewalks adjoining the same and use of operation thereof.

#### 9. Personal Property

Any personal property brought onto the Grand Prairie Center property shall be kept at the risk of the person bringing it thereon. The GPC or PCCUA shall not be liable for any damages to said personal property or the applicant or anyone using the facilities and grounds in connections with the function sponsored or operated by the applicant arising from the accident or neglect of any other person whatsoever.

#### 10. Facility Hours

All events may begin and must cease between the hours of 8am and 12am, with patrons exiting the building by 12am. Support personnel for the event must leave the premises by 1:00 a.m., or additional rental fees will apply.

#### 11. Animals

Animals are restricted from the Grand Prairie Center except for those trained to assist the physically or visually impaired.

#### 12. Advertising/Marketing

- No off-campus organization, political candidate or individual is allowed to use the name of Grand Prairie Center or PCCUA in any publication, except to state as a location where the conference will be held.
- Sponsorships or endorsements by the GPC or PCCUA may not be implied without advance permission.
- All publications and advertisements using GPC or PCCUA name or insignia must be reviewed and approved by PCCUA.
- Please submit all requests for sponsorships and drafts for publications at least 10 (ten) business days before the event.

#### 13. Additional Policies

Additional policies and procedures may be required for certain events such as, but not limited to, political events, weddings, trade shows and public events.

#### 14. Clean-Up

The renter is responsible for removal and disposal of all decorations, food products, trash and any other debris immediately after the event. All trash must be taken to the dumpsters on the north side of the building.

- See rental information #18 for clean-up deposit

#### 15. Decorations

- All decorations and event supplies must be provided by the renter. This includes tablecloths, dinnerware, serving utensils and decorations.
- Decorations may consist of fresh flowers, decorative centerpieces and freestanding props.
- Helium balloons prohibited.
- Decorations may not be suspended from ceilings, light fixtures, walls, or curtains.
- Any object that may puncture walls, woodwork, tables, or chairs is prohibited, including staples, nails and tacks.
- Tape, tacky/fun tack or command hooks is prohibited.
- Confetti and glitter are prohibited.

- Open flames, pyrotechnics (including sparklers) and fog/smoke machines are prohibited.
- Removal of the carpet squares in Salon A or B by the renter is strictly prohibited. If renter wants squares removed, this must be included in the set-up for the room and be done by GPC staff prior to the rental. Dance floors will be 24' x 24'.

#### 16. Scheduling

- All space within the Grand Prairie Center must be reserved through the GPC management office. Space is reserved on a first-come, first-served basis.
- Requests may be submitted electronically, in person, by phone or by fax.
- Renters must request space at least one week in advance of the rental date.
- GPC Management office reserves the right to substitute facilities for the space(s) reserved should the need arise.

#### 17. Changes to Events

- Renters must request any changes in their events or conferences by no later than three business days prior to the start of any event.
- These changes include but are not limited to:
  - Requests for equipment,
  - Changes in number of attendees,
  - Changes in facility of set up,
  - Requests for additional 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.

#### 18. Billing Policies and Procedures

- For rentals of Riceland Auditorium, Grand Hall, Salons A and/or B, and Catering Kitchen/Pavilion, a deposit of ½ of the rental fee is due at booking and the balance must be paid at least 30 days prior to rental date.
- For all other room rentals, payment in full must be paid at least 30 days prior to rental date. If facility is reserved less than 30 days before the event date then payment is due at time of rental.
- Personal checks are not accepted. Only institutional, business, and cashier's checks are accepted, and are to be made payable to: PCCUA. Cash and credit/debit cards (Visa, MasterCard and Discover) are also accepted.
- If the final bill is more than the estimated amount, an additional bill will be sent.

- A clean-up (refundable deposit) of \$50.00 for classrooms at GPC staff's discretion is due 30 days before the event date and will be returned 3-5 business days from date of your event upon evaluation.
- A clean-up (refundable deposit) of \$100.00 for classrooms at GPC Staff's discretion is due 30 days before the event date and will be returned 3-5 business days from date of your event upon evaluation.

#### 19. Force Majeure

- If space is unavailable by reason of the occurrence of a "Force Majeure" event Grand Prairie Center shall not be subject to liability for failure to perform its obligations to Renter. Under such circumstances, Lessee shall be entitled to a pro-rata return of any advance sum paid, or such other arrangement as may be mutually agreed to by the parties. For purposes of this Agreement, the term "Force Majeure" shall mean fire, earthquake, flood, tornado or other acts of God, strikes, endemic or pandemic, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, government or governmental agency or authority, or any other cause beyond the control or author of Grand Prairie Center.

#### 20. Cancellations

- Renters who cancel their event 16 or more business days prior to their event will receive a 100% refund.
- Renters who cancel their event 6-15 business days prior to their event will receive a 75% refund.
- Renters who cancel their event 3-5 business days or less prior to their event will receive a 50% refund.
- Renters who cancel their event less than three business days prior to their event will receive no refund.
- None of the cancellation fee/deposit may be applied to any future rental.
- Renters with unpaid cancellation fees may not rent the GPC in the future until their fee is paid in full.
- PCCUA strictly follows governmental and/or health authority directives and guidelines. If the scheduled EVENT has to be cancelled because of such directives or guidelines or if-such directives or guidelines should modify PCCUA's Grand Prairie Center capacity or impose restrictions required enhanced operations and safety protocols, the parties agree that Force Majeure conditions exist and:
  - Renter or PCCUA have the right to unilaterally postpone or cancel EVENT without liability, with the understanding that a cancellation will only follow good faith efforts to reschedule;

- The parties will renegotiate in good faith the terms of this engagement, including capacity and anticipated expenses;
- If the EVENT is not canceled any direct costs associated with ensuring the health and safety of staff, audience, and/or artists with the Grand Prairie Center as required by said directives and guidelines, shall be borne by Renter including but not limited to re-opening costs, screenings at points of entry, personal protective equipment, additional front-of-house, security and cleaning labor plus cleaning materials.

#### 21. Kitchen/Cooking Pavilion

- All kitchen equipment must be utilized in an appropriate manner.
- All kitchen equipment must be cleaned after each use.
- All materials for catering must be furnished by Renter.
- In the event of Salon A and B being rented simultaneously by separate parties, the use of the catering kitchen goes with the Salon A rental and the use of the Hospitality Kitchen will go with Salon B.
- Inform security of your arrival and departure.
- If using outside catering, renter must instruct caterer to keep back doors of kitchen closed at all times, except during loading and unloading.
- Cooking Pavilion must be swept and area debris removed after event, and all debris taken to dumpster.
- Make sure water is turned off and locks replaced on water faucets.

#### 22. Alcohol

If alcohol is served at any activity or event at the Grand Prairie Center, the renter shall be liable for all related losses, claims and injuries, and shall hold PCCUA harmless against the same.

#### 23. Auditorium

- A Stage technician is required to be at all events held in the auditorium. All renters will pay a minimal additional cost of \$25.00 per hour plus mileage and travel and must be scheduled two weeks in advance. If more than one technician is needed, the Renter will be responsible for getting approval by the GPC Executive Director and hiring the additional technician. The GPC Executive Director will serve as the coordinator at all events. Technical equipment in the auditorium must be administered by college employees or approved college technicians.
- The Renter is responsible for the enforcement of the “no food or drink” rule in the auditorium.
- No food allowed in the dressing rooms or back stage areas. Bottled water is the only beverage allowed in the dressing rooms or back stage area.

- Rehearsals, building of sets or other related activities must be done during the scheduled rental period.
- The Renter agrees to accept responsibility for the cost of repairs due to any damages to the building, equipment therein, or outside grounds and compensate PCCUA for any and all damages.

23. Inclement Weather Policy

The Grand Prairie Center operates under the guidelines of the PCCUA, and will close if PCCUA deems it necessary to close the campus; the Grand Prairie Center will make arrangements to contact the renter in the event an inclement weather closure. The renter will be allowed to re-book or receive a 100% refund for their booking.

24. Holiday and Campus Closure Policy

The Grand Prairie Center is under the guidelines of the PCCUA, wherein it acknowledges the following closures to the public:

- ❖ College In-Service Days
- ❖ New Year's Eve and New Year's Day
- ❖ Martin Luther King Day
- ❖ Friday of the PCCUA Spring Break week
- ❖ Easter Day
- ❖ Memorial Day weekend from Friday through Monday
- ❖ Mother's Day
- ❖ Father's Day
- ❖ July 4<sup>th</sup>-if it falls on a Thursday through Monday, GPC is closed entire weekend
- ❖ Labor Day weekend from Friday through Monday
- ❖ Thanksgiving from Thursday through Sunday\* (Open for Friday VIP Party)
- ❖ Christmas Eve and Christmas Day

Holiday hours for months of December - January-(See GPC staff for specific dates. PCCUA take an annual winter break)

Regular Hours: Grand Prairie Center Main office is open Monday through Friday, 8 a.m. to 4:30 p.m. Box office is from 9 a.m. to 4:00 p.m.