



# FACILITIES USAGE GUIDELINES

## Agreement

This facilities use agreement (the "Agreement"), is made by and between Arkansas State University–Mountain Home, an institution of higher education and agency of the State of Arkansas, located at 1600 S College St, Mountain Home, Arkansas 72653 ("ASUMH"), and \_\_\_\_\_, with an address of \_\_\_\_\_ for the use of any and all land, property, buildings, and parking lots owned by ASUMH (individually a "Facility", plural the "Facilities").

## Overview

The use of all Facilities must be consistent with the mission of ASUMH, coupled with the appropriate utilization of fiscal resources as solely determined by ASUMH and the ASU System Office. ASUMH is comprised of two campuses with a variety of meeting venues. As an institution open to the public, ASUMH welcomes internal/external utilization of Facilities within the parameters of this Agreement and the institutional facilities usage guidelines. Facilities must be used for purposes that are consistent with the mission of ASUMH, such determination to be made solely by ASUMH.

### 1. Priority: Priority in the assignment of Facilities is as follows:

- a. ASUMH use of a Facility;
- b. ASUMH sponsored classes or events;
- c. Approved student organizations of ASUMH;
- d. ASUMH affiliated groups sponsored by ASUMH faculty and/or administration;
- e. Agencies and/or institutions' programs supported by the State of Arkansas;
- f. All other groups outside ASUMH (see Policies and Procedures for non-University groups).

### 2. Reservation Process:

- a. Facilities reservations are assigned on a "first come, first served" basis. All reservations for Facilities will be made by completing the Facilities Request form attached to this Agreement. This Agreement and Facilities Request form must be completed and signed by an adult 21 years of age or older who is a representative of the Occupant organization, having legal authority and authorization from the Occupant organization to legally bind the Occupant organization.
- b. A person must complete a Facilities Request form for the following types of requests:
  - i. Use of any University facility;
  - ii. Locking and unlocking buildings;
  - iii. Blocking off of parking lots or university streets;
  - iv. Reserving equipment;
  - v. Setup of equipment or furniture by maintenance staff;
  - vi. Catering services.
- c. ASUMH will review the Facilities Request form and, at its sole discretion, approve or decline the reservation. Occupants must receive an approved Facilities Request form in order to have the event in the Facility, including having the Facility unlocked for the event. The Facilities Request Form must be completed and approved prior to any use of the Facility.
  - i. The Facilities Request form review procedure is as follows:
    1. The requester should complete a Facilities Request form
    2. If all relevant and required ASUMH personnel approve the request, Facility schedules will be checked, availability of equipment needed for set up, and a determination of any special requests.
    3. When a rental fee is charged, a 50% deposit is required upon booking the facility.

Student Affairs. Meetings or events sponsored by student organizations that are open to the general public (non-ASUMH students) and involve the use of Facilities must adhere to the same terms and conditions that are applied to nonuniversity groups requesting the use of Facilities, as found in this Agreement.

e. Requests for the use of Facilities by non-university groups should also be directed utilizing the Facilities Request form. The evaluation of the appropriateness to ASUMH of a particular use by non-university groups or organizations shall be based upon the following criteria:

- i. Relevance to the educational mission of ASUMH;
- ii. Availability of suitable space and needs of the space for university sponsored events;
- iii. Value of the activity in furthering the development and enrichment of our community;
- iv. Enhancement of the quality of life to people in our community;
- v. Compliance with Section Ability

**3. Facility Rental Fees:** Facility rental fees apply to all groups and organizations. These fees are reviewed by ASUMH annually and are used assist with the costs of setup, tear down, cleaning and security. Rental fees will include the time necessary for staff to perform these tasks prior to and following the scheduled event. Additional fees may be charged for additional staff requested (security, sound/lighting/computer technicians), additional equipment, and excessive damage to the facility.

Fees must be paid in the following manner. A 50% deposit of the rental fee is required upon booking of the facility. The remaining 50% is due no later than 48 hours prior to the event. Failure to cancel or amend reservations 5 business days prior to the event or activity may result in forfeiture of deposit, the additional charge of a cancellation fee, or denial of future use. Fees may be waived by the Vice Chancellor for Finance/Administration or their designee.

If additional equipment is needed and rented from outside vendors, the actual rental costs must be paid by the organization sponsoring the event. ASUMH will not be responsible for damages to non-university equipment.

**4. Term:** The term of this Agreement commences at \_\_\_\_\_ o'clock AM/PM on the date: \_\_\_\_\_ and terminates at \_\_\_\_\_ o'clock AM/PM on the date: \_\_\_\_\_.

**5. Balance:** The balance of fees owed by the Occupant are payable to ASUMH and are expected within 48 hours in advance of the scheduled usage of the facility.

**6. Refunds:** Refunds of deposits shall be made if: (1) the Occupant gives written notices of cancellation at least thirty (30) days prior to the commencement term of this Agreement; or (2) the event is cancelled by the ASUMHG not due to Occupant's fault, with the express written consent of the Occupant. If the event is cancelled less than thirty (30) days from the event 50% of the deposit will be refunded or quoted rental fee will be billed, if no deposit is paid.

**7. Custody of Property:** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises by or for Occupant, ASUMH shall act solely for the accommodation of the Occupant, and neither ASUMH nor any of its agents or employees shall be a bailee or liable for any loss, damage or injury to such property. ASUMH will not receive, handle or otherwise provide custody for Occupant's property prior to the first day of the Agreement unless advance written agreement has been made and the proper insurance agreements have been provided by Occupant. In the event Occupant ships property prior to the event, with or without prior written agreement, storage and handling charges may apply and Occupant agrees to pay said charges.

**8. Removal of Property:** In the event Occupant fails, neglects or refuses to remove its property from the authorized areas of the Facility or adjacent parking lots and driveways promptly upon termination for default or after the time specified for removal thereof, said property shall be deemed abandoned and ASUMH shall have the right to remove, place in storage or otherwise dispose of any such property at the sole cost and expense of the Occupant. The Occupant hereby irrevocably constitutes and appoints ASUMH as its special attorney-in-fact to do and perform all acts necessary in removing, storing and disposing of said abandoned personal property and to execute and to deliver a bill of sale thereof.

**9. Lost and Found:** ASUMH shall have the sole right to collect and to have the custody of articles left in the building by persons attending any performance or event given or held in the demised premises, and neither the Occupant nor any person in the Occupant's employ shall collect or interfere with the collection or custody of such articles.

**10. Signs and Displays:** No signs, messages or other materials may be posted, displayed, distributed or announced in, on or adjacent to the Facilities without prior written approval of ASUMH. Such materials may not be fastened to any part of the facility except in spaces provided for this purpose and may not be permitted to interfere with crowd movement and safety. No one is allowed to "Campaign for Office" on State property areas, this will include passing out buttons, using banners or balloons.

**11. Production Requirement:** Occupant shall issue to ASUMH, at least 30 days prior to the event which is the subject of this Agreement, a full and detailed outline of any and all Occupant's requirements for the facilities to be used, including but not limited to all stage, sound, chair or table set-ups, and such other information as may be required by the ASUMH concerning such event. All public address or sound reinforcement requirements shall be submitted to ASUMH not later than 30 days prior to the performance are subject to approval.

**12. Food:** Serving of food and beverages must be acknowledged on the Facilities request form and approved prior to the event.

**13. Property Restrictions:** The Occupant shall not use or permit the premises to be used for any purpose other than that set forth hereinafter. The Occupant further covenants and agrees to comply with the following:

- a. Keep aisles, corridors, passages, vestibules, trails, elevators, and stairways free and clear of obstructions and shall not use these areas other than for ingress and egress. The Occupant will agree not to permit anything to be done which may interfere with the effectiveness or accessibility of any utility connections or service in or about the facilities including water, electricity, sewerage disposal, telephone, heat, ventilation, air-conditioning systems, heating systems, or related systems. The Occupant will further agree not to permit anything to be done which may interfere with free access and passage within the facilities or adjacent and adjoining public areas, streets and sidewalks;
- b. Refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the premises or furnishings located therein or to apply tape or other materials to the walls, and to hang nothing from the ceiling or fire sprinkler head;
- c. Banners and signs may be displayed however; each item must be approved and utilized only in designated areas using approved methods of affixing such displays. All banners and signs must be removed by the sponsoring organization within two (2) hours of the conclusion of the event.
- d. Signs and/or banners must be free-standing or attached to an easel. No signs or banners will be attached to the walls or wooden doors of any ASUMH facilities in any manner.
- e. Decorations must be removed within two (2) hours of the event. In some cases, decorations must be removed immediately so that another event may be held in the same area. Exceptions for extremely large items may be accommodated.
- f. Necessary furniture rearrangement must be listed on the Confirmation of Event Form under special equipment needed. Furniture arrangement and other equipment needs are subject to approval and possibly additional fees. Emergency exits and service doors must not be blocked at any time.
- g. Not to use or permit the use of flammable tissue paper, crepe paper, or materials for decorative purposes or any combustible liquid or substance unless the same has first been approved by ASUMH.
- h. Any use of incense, fog machines, or similar items must be listed on the Confirmation of Event Form and must be approved in advance of the event. The use of glitter, confetti, candles or similar items must be approved in advance, and are subject to additional fees. The safety of all persons using ASUMH Facilities remains ASUMH's first priority. At no time will the fire alarm, smoke detectors, or any other safety system be disarmed or de-activated for the purpose of using this type of equipment.
- i. Tents may not be staked into the ground without guidance from Maintenance to avoid interference with power and underground wiring, sprinklers, etc.

**14. Pyrotechnics:** The Occupant is responsible for obtaining written permission and a license for pyrotechnics from the State Fire Marshal. The Occupant will be responsible for all licenses, permits and fees associated with pyrotechnics. Occupant is required to submit the license and permits to the ASUMH at least 30 days prior to the event date.

**15. Proper and Lawful Activity:** In carrying out its obligations under this Agreement, Occupant shall use Facilities for purposes that are consistent with the mission of ASUMH and furthermore, Occupant shall comply with all rules, regulations, laws and ordinances of the United States, the State of Arkansas, the City of Mountain Home and those established by ASUMH for the Facilities. The Occupant shall have the responsibility for obtaining all permits or licenses required of it by the laws and/or ordinances, rules and regulations of the City of Mountain Home and the State of Arkansas.

**16. Alcohol:** The sale, distribution, promotion, advertisement or consumption of alcohol is prohibited on the ASUMH campus. Alcohol is permitted to be served at SPECIAL EVENTS with the written permission granted through the Office of the Chancellor. Additional paperwork and documentations are required.

**17. Smoke-Free/Tobacco-Free Campus:** Smoking and the use of electronic cigarettes is prohibited on the campuses of state-supported institutions of higher education in accordance with Arkansas law, A.C.A. 6-60-801, et. seq., known as the Clean Air on Campus Act. Smoking is defined as inhaling, exhaling, burning, or carrying any of the following: lighted tobacco products, including cigarettes, cigars, and pipes; and other lighted combustible plant material. ASUMH also bans tobacco use, including smokeless tobacco and all vaping devices including electronic cigarettes. This prohibition covers all buildings and property of ASUMH.

**18. Compliance with Laws:** The Occupant will not do, nor suffer to be done, anything on the premises in violation of any laws, ordinances, rules or regulations, including but in no way limited to occupancy limitations under applicable fire codes. If the attention of the Occupant is called to any violation on its part, or of any person employed by it or admitted to the Facility premises, the Occupant will immediately desist and correct the violation. The Occupant shall be responsible for, and shall pay, all taxes, charges, fees, licenses and permits, whether federal, state, county or city, due on account of its business and other permitted activities engaged in under this agreement.

**19. Firearms:** Occupant shall comply with the Arkansas State University System Policy prohibiting weapons, which forbids the possession, discharge, or use of any weapon at the Facilities.

**20. Standard of Conduct:** It is the responsibility of all individuals participating in an event on ASUMH premises under this Agreement to maintain the ASUMH and Arkansas State University System standards of conduct (see Student Conduct in Student Handbook). Failure to comply may result in immediate termination of facilities usage.

**21. INDEMNIFICATION:** OCCUPANT AGREES TO CONDUCT ITS ACTIVITIES UPON THE PREMISES SO AS NOT TO ENDANGER ANY PERSON THEREON AND TO INDEMNIFY AND SAVE HARMLESS ASUMH AND ARKANSAS STATE UNIVERSITY SYSTEM, ITS OFFICERS, BOARD MEMBERS AND EMPLOYEES FROM ALL CLAIMS, SUITS ACTIONS, DAMAGES AND COSTS OF EVERY NATURE AND DESCRIPTION ARISING OUT OF OR RESULTING FROM THIS AGREEMENT. OCCUPANT WILL NOT DO OR PERMIT TO BE DONE ANYTHING IN OR UPON ANY PORTION OF THE PREMISES OR BRING OR KEEP ANYTHING THEREIN OR THEREON WHICH WILL IN ANY WAY CONFLICT WITH THE CONDITIONS OF ANY INSURANCE POLICIES INSURING THE PREMISES OR ANY PART THEREOF AGAINST LOSS. THE PRESENCE OF POLICEMEN, FIREMEN, INSPECTORS OR REPRESENTATIVES OF THE ASUMH SHALL IN NO EVENT DIMINISH OR AFFECT THE DUTIES, OBLIGATIONS OR RESPONSIBILITIES OF THE OCCUPANT HEREUNDER. OCCUPANT WAIVES ANY RIGHT OF SUBROGATION AGAINST ASUMH IN CONNECTION WITH ANY INSURANCE PROCEEDINGS BY OR DUE TO ASUMH.

**22. Force Majeure:** Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or

ordinance of any government or subdivision of government or because of any act of God.

**23. Assumption of Risk:** The Occupant assumes the risk of any loss or damage to its property of any person or entity authorized by it to be in the Facility. ASUMH, and its officers, agents and employees shall not be responsible or liable for any loss of, or damage to, property while in the Facility regardless of how the loss or damage is sustained. Nothing in this agreement shall be construed so as to increase or extend ASUMH's liability.

**24. Broadcast:** The Occupant will not broadcast nor permit anyone else to broadcast, over any radio or television station, any event, program, speech or music of any kind whatsoever, or any part thereof, produced on the premises, unless and until ASUMH shall have given its written permission therefore. If any of the conditions of such written permission are violated, ASUMH at its option may at any time stop such broadcasting. Recordings or transcriptions of performances shall not be made without the written permission of ASUMH. Under conditions where warranted, ASUMH shall determine fees to be paid to ASUMH or any rights running to the Occupant to make a broadcast or recording of the covered event. Such fees shall be agreed upon between ASUMH and Occupant as a prerequisite to any such broadcast.

**25. Assignment:** The Occupant shall not assign this Agreement or any rights hereunder, and any attempt to sell or assign this Agreement or any rights hereunder shall thereby terminate this Agreement. In such event any and all payments that shall have been received by ASUMH hereunder shall be deemed to be the property of ASUMH and in addition thereto Occupant shall be liable to ASUMH for any and all damages occasioned by the attempted assignment.

**26. Charitable Collections:** No collections, whether for charity or otherwise, shall be made, attempted, or announced on the premises without the prior written consent of ASUMH.

**27. Ingress/Egress:** All articles, exhibits, fixtures, materials, displays, and staging, lighting and sound equipment of the Occupant shall be brought into or taken out of the building only at such entrances as may be designated by ASUMH.

**28. Interruptions:** ASUMH shall retain the right to cause the interruption of any event or performance in the interest of public safety or preservation of the Facility, and to likewise cause the termination of such performance when in the sole judgment of the ASUMH such act is necessary in the interest of public safety or preservation of the Facility. Additionally, ASUMH shall retain the right to cause the interruption of any event or performance that violates or fails to comply with Section 15 above. In any such event, Occupant waives any and all claims for damages and not by way of penalty.

**29. Police Protection:** ASUMH may furnish salaried security personnel for such police protection as required by ASUMH during the use of the Facilities by the Occupant, and ASUMH may charge the cost thereof to the Occupant. All such security decisions will be made in conjunction with the ASUMH Chief of Police. ASUMH security is responsible for closing any street used for special events. ASUMH officials will contact the ASUMH Chief of Police for approval before the request is authorized, ensuring proper traffic flow and emergency vehicle access is maintained. The ASUMH Chief of Police will notify the local fire, police and Emergency Medical Services (EMS) of the time and place of the closures.

**30. Medical Services–Ambulance:** It is further agreed that if Occupant or its agents, representatives, managers, employers, players, performers, or participants in or about the Facilities during the term of this Agreement shall at any time accept or use the services of a physician, or accept or use an ambulance service in connection with any injury or sickness occurring to any person while within or about the Facilities during the term of this Agreement, even though such service or services be made available or be obtained through ASUMH or any of its agents or representatives or equipment, the Occupant accepts full responsibility for the acts and conduct, or services rendered, of any physician or ambulance service or other services, and will hold ASUMH harmless from all responsibility or liability. Occupant is responsible for expense of medical services, such as ambulance staff on hand before, during and after their event.

**31. Operating Personnel, Services and Equipment:** ASUMH shall furnish for the Facilities customary heating, lighting, air conditioning, cleaning and janitorial services. ASUMH may designate and provide at Occupant's expense additional personnel and services in connection with Occupant's use of the premises, as may be required by ASUMH or Occupant

including, but not limited to: supervisor, medical personnel, ticket sellers, ushers, doormen, program and novelty salesmen, stage hands, riggers, guards, traffic controllers and security personnel. The ASUMH will also provide such equipment at Occupant's expense as Occupant shall timely and reasonably designate at rates specified on the Schedule of Rates, attached hereto and incorporated by reference. Equipment may include, but is not limited to, such items as the electronic message center, the public address system, special electrical uses or rigging.

**32. Controlled Substance:** The service, sale, consumption, possession, importation or transportation of controlled substances to or within the Facilities or ASUMH premises is expressly prohibited.

**33. Situs and Governing Law:** The situs of this Agreement is Mountain Home, Arkansas, and any action, claims, suits or disputes arising hereunder shall be governed by the law of the State of Arkansas. Should ASUMH commence suit against Occupant under the terms of this Agreement because of Occupant's breach, thereof, Occupant agrees to pay ASUMH's reasonable attorney's fees, costs and expenses.

**34. Paragraph Headings:** This paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

**35. Waivers and Modifications:** No waiver of any provision hereof shall be effective unless stated in writing and signed by ASUMH and Occupant. No such waiver shall constitute a waiver of the same provision on a subsequent occasion or of any other provision of this Agreement. This Agreement, with the items incorporated by reference, shall constitute the entire agreement between the parties, unless modified in writing and executed by ASUMH and Occupant.

**36. Force and Effect:** This Agreement shall have no force or effect unless executed. The original hereof shall be delivered to ASUMH. Occupant covenants and agrees that its failure to fully and faithfully perform all covenants, conditions and agreements hereunder shall excuse ASUMH's continued performance.

**37. Termination of Agreement:**

- a. ASUMH shall have the right to terminate this Agreement, with or without cause, and without penalty or liability, by giving written termination notice at least thirty (30) days in advance of the event under this Agreement.
- b. Occupant agrees that the Agreement may be terminated immediately, without notice, and without penalty or liability, in the event of default by the Occupant in the performance of any of the terms or conditions of the Agreement.
- c. ASUMH shall have the right to terminate this Agreement in the event of negative media or police reports.

**38. Failure to Take Possession:** If the Occupant shall fail for any reason to take possession of or use the Facilities under this Agreement, no refund shall be made, and the full amount called for by the Agreement, including any disbursements or expenses incurred by ASUMH in connection therewith, shall be payable immediately to ASUMH by the Occupant as liquidated damages and not by way of penalty.

**39. Default:** It is agreed that if Occupant shall fail, neglect or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, ASUMH may terminate the Agreement without liability to ASUMH therefore and without releasing Occupant from its liability to pay the full amount of rent provided for herein.

**40. Miscellaneous:**

- a. Specific freedom of expression policies are listed in the student catalog and can be found on the ASUMH Website.
- b. Any use of the ASUMH name or logo must be approved by the Executive Director of Marketing.
- c. ASUMH reserves the right to accept or reject requests for any reason without cause or explanation.
- d. ASUMH is committed to servicing community needs; however, ASUMH-sponsored and ASUMH-affiliated activities will supersede non-university groups, as described in Section 1 above.
- e. Approval to use university facilities does not imply endorsement by ASUMH. All events are at the discretion of



the Chancellor's Executive Cabinet.

- f. ASUMH reserves the right to distribute information, when appropriate, about ASUMH and the Arkansas State University System universities or related programs to individuals attending any event on the campus.
- g. If any external group has employees or participants that possess a felony conviction, that will be attending any meeting on any ASUMH campus, they are required to provide ASUMH's Chief of Police an Arkansas State Police background check ten days prior to the beginning of the meeting. ASUMH reserves the right to deny institutional access to individuals who possess such a record. This will be used in confidence and as a means for ASUMH to provide the necessary security for the greater university community.



Arkansas State University-Mountain Home  
**FACILITIES REQUEST FORM**

Name of Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Phone / Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Start Time(s): \_\_\_\_\_ End Time(s): \_\_\_\_\_

Estimated Number of Participants: \_\_\_\_\_

Special Arrangements or Equipment Needed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Facility Requested:**

Facility Name: \_\_\_\_\_ Other?: \_\_\_\_\_ Other?: \_\_\_\_\_

Facility Name: \_\_\_\_\_ Other?: \_\_\_\_\_ Other?: \_\_\_\_\_

Facility Name: \_\_\_\_\_ Other?: \_\_\_\_\_ Other?: \_\_\_\_\_



**Cancellation:**

The cancellation fee/deposit is based on 50% of the estimated total event cost outlined above.

Renters who cancel two weeks or more prior to their event pay no cancellation fee. Renters who cancel an event 5 business days or sooner will lose their initial 50% deposit.

**Theater:**

Rehearsals, building of sets or other related activities must be done during the scheduled rental period.

Technical equipment in the theatre must be operated by institutional employees or approved technicians.

Additional technical staff may be added to adequately staff an event.

Support services are available for an additional fee and must be scheduled two weeks in advance.

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 The College for any and all damages.

Food or drinks are not allowed in the Auditorium of the Center for the Arts. The Renter is responsible for the enforcement of no food or drink policy.

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I have reviewed the attached information and agree to abide by the rules and regulations set forth by Arkansas State University- Mountain Home

☐**I Agree\***

*\*By checking this box you agree to abide by all rules and conditions set out above and in the pages following.*

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Renter's Signature:

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Renter's Printed Name:

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Approved by: Vice Chancellor for Institutional Advancement, Christy Keirn:

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Notification to: Maintenance:

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Campus Police:

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Cabinet: