

**Facilities on the Campus of the University of Arkansas Hope  
Policies and Procedures  
Approved August 2019**

The rental agreements are between the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas Community College at Hope-Texarkana (hereinafter called "The College") 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:

**Compliance with Laws**

Renters must use and occupy all College facilities in a safe and careful manner. All renters, officers, agents, employees, participants, guests, users, and invites thereof must comply with all municipal, state, and federal laws, and rules and regulations as prescribed by the fire and police department 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 are in addition to rental and additional fees provided for herein. Renter must obtain all local permits required in the execution of the Agreement and abide by all local, state, and federal law and ordinance governing the Event. The College is not responsible for the payment of any taxes arising out of or connected with the Event or use of the Leased Facility by the Renter.

**Indemnification**

Renter hereby undertakes and agrees to indemnify and hold the College, 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 Usage Agreement. Included in the indemnification is the use of the facilities or 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 materials, devices, processes or dramatic rights used or incorporated in the Event. Renter agrees to indemnify, defend and hold harmless The College, the Board of Trustees of the University of Arkansas, 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. The College 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.

**Event Categories**

The primary purpose of Hempstead Hall is for the overall benefit of citizens of Hempstead County, the College's service area, and the U of A Hope-Texarkana students, faculty and staff members. Events and programs most suited to Hempstead Hall include:

- Academic
- Banquet
- Community Education (UAHT)
- Concert/Performance
- Continuing Education
- Exhibit/Fair/Expo
- Graduation (Practice or Ceremony)
- Meeting (Public or Private)
- Reception for Community
- Reunion (School or Community Group)
- Training

In general, private social celebrations, such as birthday parties and wedding receptions, do not meet the purposes of the Event Categories listed above. Individuals seeking approval for facility uses other than the Event Categories must have the written approval of the Hempstead Hall Director and must demonstrate that the event meets a primary purpose of the facility.

### **Security**

Facility security and video surveillance is under the control The College and rental activities are open to inspection from College officials at all times. The College will have one security personnel on campus during regular hours of operation and can require additional security if deemed necessary by The College. A security fee may be extended for all events held outside of regular hours of operation and for additional security. The Renter agrees that the final decision regarding all matters related to security, public safety, public conduct, and decorum rests with The College.

The Renter is 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 is required to provide a certificate of insurance issued by companies authorized to do business in the state of Arkansas and the College must be named as an additional insured on the policy. The policy must cover personal injury from all causes.

### **Smoking**

In accordance with ACT 734- Clean Air on Campus Act of 2009, The UAHT Campus\* and related property is completely smoke-free. Enforcement: UAHT expects all employees, students and guests to strictly follow Act 734. Enforcement will be the primary duty of the UAHT Campus Police. However, violations may be reported to any UAHT employee who shall promptly report the same to the UAHT Campus Police. \*The term "campus" is all inclusive, meaning all College property owned or operated by UAHT. The Office of the Chancellor interprets the statutory language to prohibit smoking on or in college real property and personal property, including buildings, grounds and automobiles. This policy includes all forms of tobacco including e-cigarettes.

### **Service Animals**

Animals or pets are prohibited from Hempstead Hall except for service animals.

### **Weapons**

The College prohibits the possession of any weapon 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.

### **Renter Information**

The College prohibits discrimination based upon race, color, religion, national origin, service in the uniformed services (as defined in state and federal law), veteran status, sex, gender identity, sexual orientation, age, pregnancy, physical or mental disability or genetic information. All renters must comply with the College's nondiscrimination policy in regard to the use of all College facilities.

Youth and/or children must be supervised at all times by the Renter.

Individuals under the age of 21 are not allowed to rent College facilities.

The College may revoke approval for use of College 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. Perpetual events will not be permitted.

The renter is responsible for compliance with this policy by all attendees and event staff.

### **Rates**

A complete and current rate schedule is maintained in the Hempstead Hall administrative offices. The College reserves the right to update the fee chart at any time. Additional fees will apply for usage outside regular hours of operation (8:00am – 5:00pm) on weekdays and all weekends. Regular hours of operation and workdays are defined as Monday – Friday, 8:00am -5:00pm, federal holidays excluded.

### **Damages**

Individuals and groups using Hempstead Hall are required to assume responsibility for loss or damage of equipment, furnishings/fixtures, buildings and grounds, and are responsible for any financial losses. Renter agrees to pay costs of repair or replacement for any and all damages to Hempstead Hall, The College premises, buildings, equipment and outside grounds of whatever origin or nature which may occur during the term of this Usage 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 will hold The College 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 an occupancy of said facilities and grounds or through any defect in said premises, including the sidewalks, adjoining the same and use of operation thereof.

### **Personal Property**

Any personal property brought onto The College property is kept at the risk of the person bringing it thereon. The College 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 sponsor or operated by the applicant arising from the accident or neglect of any other person whatsoever.

### **Facility Hours**

Hempstead Hall regular hours and workdays are defined as Monday – Friday, 8:00am -5:00pm.

**Renter may access Hempstead Hall no earlier than 7:30am and must exit the building by 10:00pm.**

Support personnel for the event must leave the premises by 11:00pm.

The College is closed for holidays as outlined in The College annual schedule.

The Director of Hempstead Hall may alter the schedule when deemed in the best interest of the campus and community.

Additional fees will apply to all event types for usage outside regular hours of operation (8am-5pm) on weekdays and all weekends.

### **Advertising/Marketing**

No off-campus organization, political candidate, or individual is allowed to use the name

U of A Hope or Hempstead Hall or The College in any publication, except to state as a location when the conference/event will be held.

Sponsorships or endorsements by The College may not be implied without advance permission from the College Relations Department. All requests for sponsorships and drafts for publications must be submitted at least 10 (ten) business days before the event to College Relations. All publications and advertisements using Hempstead Hall or The College name or insignia must be reviewed and approved in advance by the College Relations Department.

“EVENT” sponsored by U of A Hope or “EVENT” hosted by Hempstead Hall on the U of A Hope Campus are acceptable tag lines.

### **Decorations**

All decorations must have prior approval from the Hempstead Hall Director. The renter is responsible for removal and disposal of all decorations, food products, trash and any other debris immediately after the event. Any decorations left onsite after the conclusion of your event will be discarded immediately.

Fresh flowers or similar centerpieces are welcome.

Open flames are strictly prohibited.

Pyrotechnics and fog/smoke machines are prohibited without prior approval from the Director of Hempstead Hall.

Decorations may not be suspended from ceilings, light fixtures, walls, or curtains.

Any object that may puncture walls, woodwork, tables, or chair is prohibited, including staples, nails and tacks.

Tape or sticky tack is prohibited.

Glitter or Confetti is prohibited.

Helium balloons are not allowed in Hempstead Hall.

Renter is responsible for the compliance of entire policy by event decorator(s).

### **Scheduling**

Hempstead Hall Management reserves the right to substitute facilities for the space(s) reserved should the need arise.

All space within Hempstead Hall must be reserved by off-campus groups, organization and individuals through the Hempstead Hall office. Space is reserved on a first-come, first-served basis.

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

Hempstead Hall may be rented up to one year in advance. A long term conference agreement may be negotiated for a longer period of time through the Director of Hempstead Hall.

A 50% rental deposit and signed contract are required with the Usage agreement before an event reservation is confirmed.

### **Changes to Events**

Renters must request in writing any changes in their events or conferences 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 set up,

- Requests for additional audio-visual requirements (equipment and/or operation),

- Requests for additional security personnel,

- Requests for additional Hempstead Hall staff or volunteers.

Changes requested after this deadline may not be able to be accommodated based on available space, staff and equipment. **Additional charges will apply to all event types.**

### **Business/Corporation Billing Policies and Procedures**

For billing authorization, the Renter must provide Hempstead Hall and The College with an active tax-id number verified by the Arkansas Secretary of State's office or an authorized purchase order number.

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 immediately.

Personal checks are not accepted. Only institutional, business, and cashier's checks are accepted after authorization has been established and are to be made payable to: UA Hope.

If the final bill is more than the estimated amount, an additional bill will be sent.

**Cancellations**

The cancellation fee/deposit is based on 50% of the estimated total event cost that is outlined below.  
 Renters who cancel their event 26 or more business days prior to their event pay no cancellation fee.  
 Renters who cancel their event 6-25 days prior to their event pay a 25% cancellation fee.  
 Renters who cancel their event 3-5 business days or less prior to their event pay a 50% cancellation fee.  
 Renters who cancel their event less than three business days prior to their event pay a 100% cancellation fee.  
 The Renter 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.  
 Renters with unpaid cancellation fees may not rent Hempstead Hall until their fee is paid in full.

**Catering/Kitchen**

Training is required of all users renting the kitchen.  
 Renters must provide a valid “Serve Safe” certificate (available U of A Extension Service) to prepare food in the kitchen.  
 All kitchen equipment must be utilized in an appropriate manner.  
 All kitchen equipment must be cleaned after each use.  
 All cooking utensils and materials for catering must be furnished by Renter.  
 Catering charges will be subject to local and county sales taxes unless a tax-exempt certificate is provided.  
 Caterer fee is charged based on anticipated attendance. See rate chart for fees.

**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 College employees or approved technicians. The Hempstead Hall Technical Director serves as the lead technician at all events.  
 Fees will apply for the Technical Director and additional technical personnel for all events.  
 Additional technical staff may be added to adequately staff an event at the discretion of the Hempstead Hall Director.  
 A Stage Technician is 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 is not allowed in the Theater. The Renter is responsible for the enforcement of the “no food or drink” policy.

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**Renter’s signature**


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**Renter’s printed name**


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**Date**