



**& South Arkansas Community College Facilities
Usage Agreement & Banquet Event Order**

THIS AGREEMENT entered into on _____, between the El Dorado Conference Center, South Arkansas Community College and _____ with reference to _____. The entity reserving the El Dorado Conference Center or any South Arkansas Community College facilities hereinafter will be referred to as the "Renter."

The El Dorado Conference Center and South Arkansas Community College agrees to make available its meeting spaces within the El Dorado conference Center or on the South Arkansas Community College campus to the Renter, subject to the covenants and conditions set forth herein on the following dates/times, _____. The Renter agrees to pay all rental, set-up and catering fees per the Banquet Event Order and follow all the policies and procedures listed below.

Renter's Signature **Date**

Mailing Address

City **State** **Zip**

Phone & Email

_____ *I give South Arkansas Community College and the City of El Dorado permission to post this event on the El Dorado Conference Center website, the South Arkansas Community College website, the www.goeldorado.com website and related social media sites. Also, I agree to have this event publicized in reporting done by the El Dorado Conference Center and South Arkansas Community College in public reports.*

Deposit Fee _____ **Cancelation Fee** _____ **PO Number** _____



Policies and Procedures

1. All Renters must comply fully with all local, state and federal laws, as well as with the El Dorado Conference Center and South Arkansas Community College's policies and procedures.

2. Facility security will be under the control of South Arkansas Community College and rental activities open to inspection by college officials at all times. A security fee is extended for all events held outside of regular business hours and/or event where alcohol is present. Charges for additional security may be required if deemed necessary by South Arkansas Community College's Director of Security. Please check the price list for current charges.

If the Renter exceeds its booked rental time the room(s) hourly rate will be added the Renter's final bill.

3. The El Dorado Conference Center and South Arkansas Community College are non-smoking facilities. Smoking is not permitted in any building, in vehicles or on property.

4. Handguns may not be carried on person, in the vehicle, or otherwise be readily available. Furthermore, the El Dorado Conference Center and South Arkansas Community College prohibit the possession of any weapon within the conference center or on campus. A weapon is defined as a firearm, knives with a blade of three and one-half inches or greater, dirk, sword, bomb or any substance or device designed or intended to inflict harm. Authorized law enforcement officers are not subject to this regulation.

Arkansas Statute 5-73-119 establishes the prohibition for the possession of handguns on school property. Handguns may not be carried on the person, in a vehicle, or be otherwise readily available. Furthermore, the College prohibits the possession of any weapon on College property. A weapon is defined as a firearm, knives, sword, bomb, or any substance or device designed or intended to inflict harm.

- a. In pursuant of Arkansas Act 562 of 2017, as amended by Act 859 of 2017, the possession of a concealed hand gun on campus is permitted:
 - i. If the person has a license to carry a concealed handgun under Arkansas Statute 5-73-301, and
 - ii. Has completed an additional endorsement training approved by the Director of the Arkansas State Police.

Individuals that meet the requirements in Paragraph 4a above are encouraged, but not required, to inform SouthArk Public Safety officers aware that they plan to carry a concealed weapon on campus. Furthermore, the individuals are highly encouraged to attend specific SouthArk active shooter training courses.

Any person who carries a handgun should be aware that a law enforcement officer may lawfully inquire into that person's purpose. Determining culpability or potential culpability under Arkansas Code 5-73-120 is initially a matter for law enforcement following guidelines that routinely apply when investigating a misdemeanor involving the danger of forcible injury to persons. A law enforcement officer may stop and detain any person reasonably suspected of violating Arkansas Code 5-73-120 if necessary to identify the person or determine the lawfulness of his or her conduct. Whether an officer has reasonable suspicion will depend upon a number of circumstance-specific factors. Some of these factors are recounted in Arkansas Code 16-81-203, including: (1) the demeanor of the suspect; (2) the gait and manner of the suspect; (3) any information received from third persons; and (4) the suspect's proximity to known criminal conduct. While merely possessing a loaded handgun completely on its own is not enough for reasonable suspicion of a violation of Arkansas Code 5-73-120(a), possessing a loaded handgun in combination with just one additional factor may, depending on the circumstance, be enough to create reasonable suspicion of intent to unlawfully employ the handgun as a weapon.

Vendors for events at the El Dorado Conference Center may bring knives or similar items for display only. They will need to be secured in a manner approved by the SouthArk Director of Public Safety for the duration of the event. Guests may not, at any time, handle the items. However, guests may order any of the displayed items for delivery or pickup at the vendor's place of business. Any type of gun or rifle must be pre-approved by the SouthArk Director of Public Safety. If allowed, the weapons must meet safety and security requirements as designated by the SouthArk Director of Public Safety. Additionally, SouthArk recognizes that there are important outdoor related events where knives or other edged weapons are awarded as part of a raffle or door prize. In these instances, the recipient may only take possession of these items as they exit the facility. In addition, possession will only be transferred from the event holder to the recipient at a prearranged location under the supervision of a SouthArk Public Safety Officer.

If an individual has a license to carry a concealed handgun, he or she may leave the weapon in his or her locked and unattended motor vehicle in a campus parking lot.

5. No person or organization shall be excluded from rental or use of the El Dorado Conference Center and South Arkansas Community College facilities because of age, sex, race, color, creed, disability, or national origin. No rules or regulations may be promulgated by a rental organization in which discriminates against any person or group or excludes them from use of the El Dorado Conference Center, South Arkansas Community College facilities or participation in rental activities.

Governing Law: This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. The El Dorado Conference Center agrees that any claims against the Bureau of Legislative Research or the General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed

accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the Bureau of Legislative Research or of the Arkansas General Assembly.

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

7. Individuals under the age of 21 are not allowed to rent facilities at the El Dorado Conference Center or with South Arkansas Community College.

8. South Arkansas Community College may revoke approval for use of the El Dorado Conference Center and South Arkansas Community College 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.

9. Individuals and groups using the buildings and grounds with the El Dorado Conference Center or with South Arkansas Community College 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.

10. The parties agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from the negligence, acts or omissions of South Arkansas Community College, the City of El Dorado or its employees or agents in the performance of this Agreement must be presented to the Arkansas State Claims Commission. South Arkansas Community College and the City of El Dorado agree that: (1) it will cooperate in the defense of any action or claim brought against [contracting party] seeking damages or relief; (2) it will cooperate in good faith should [contracting party] present any claim to the Claims Commission; and (3) it will not take any action to frustrate or delay the prompt hearing on claims, although it reserves the right to assert all claims and defenses available to it.

11. Any personal property brought on to the City of El Dorado, the El Dorado Conference Center and South Arkansas Community College property shall be kept at the risk of the person bringing it thereon. The City of El Dorado, the El Dorado Conference Center nor South Arkansas Community College 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.

12. All events may begin and must cease between the hours of 7am and 10pm unless otherwise approved by the Conferences and Events Office, College President or designee.

13. Animals are restricted from the El Dorado Conference Center except to those trained to assist the physically or visually impaired.

14. All Renters must abide by all fire codes.

15. Renters whose events include alcohol and/or are open to the public without any registration will be asked to carry a general liability insurance policy with a minimum coverage of \$1,000,000.00 and name South Arkansas Community College and the City of El Dorado as an additional insured. South Arkansas Community College reserves the right to request the insurance on a case-by-case basis. If additional insurance is requested, a copy of the certificate of coverage is required.

16. No off-campus organization, political candidate or individual is allowed to use the name El Dorado Conference Center, South Arkansas Community College, "SouthArk" or its insignia in any publication, except to state as a location where the conference will be held.

Sponsorships or endorsements by the El Dorado Conference Center or South Arkansas Community College may not be implied without advance permission.

All publications and advertisements using the El Dorado Conference Center, South Arkansas Community College's name or insignia must be reviewed and approved by South Arkansas Community College.

Please submit all requests for sponsorships and drafts for publications through the Conferences and Events office. A minimum of five (5) business days is required to review such material.

17. Additional policies and procedures may be required for certain events such as, but not limited to, political events, weddings, trade shows and public events, for example. Please check with the Conferences and Events office to confirm no additional usage agreements are required.

This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. The El Dorado Conference Center agrees that any claims against the Bureau of Legislative Research or the General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the Bureau of Legislative Research or of the Arkansas General Assembly.

INITIAL_____

18. In general there is adequate event parking surrounding the El Dorado Conference Center. The proximity of that parking can fluctuate depending on several factors including area construction, the SouthArk Community Class schedule and Murphy Arts District events. Please call 870-864-8447 to find out the current parking situation or to get maps of current available parking. *****Please be advised that the Brookshire's Grocery Store parking lot is not a viable parking option. Brookshire's does have a tow policy for unauthorized parking.**

INITIAL_____

19. Decorations

- Rental times include client set-up, decorating, sound check, client cleanup and teardown.
- Third party vendors such as event designers, audio visual designers, event planners, DJs, entertainers, etc... are to be approved through the Conferences and Events office and the client is asked to accompany the vendors at all times,

- All decorations must have prior approval from Conferences and Events Office. The Renter 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 conference facilities
 - Decorations may not be suspended from ceilings, light fixtures or curtains
 - Only gaffer tape may be used to affix decorations to walls or windows. Scotch, masking or duct tape may not be used on any walls, windows, tables, floors or equipment
 - Any object that may puncture walls, woodwork, tables, chairs or staging is prohibited, including staples, nails and tacks
 - Confetti and glitter are prohibited

INITIAL _____

20. Scheduling

- Conferences and Events Office reserves the right to substitute facilities for the space(s) reserved should the need arise.
- All space within the El Dorado Conference Center and on the South Arkansas Community College campus' must be reserved by off-campus groups, organizations and individuals through the Conferences and Events office. Space is reserved on a first-come, first-served basis.
- Requests may be submitted electronically, in person, phone or by fax.
- The El Dorado Conference Center may be rented up to three years in advance. South Arkansas Community College facilities may be rented up to four months in advance unless approved by the Conferences and Events Office.
- A 100% rental deposit is required with a signed Usage Agreement before an event reservation is confirmed.
- No space will be temporarily held without a deposit or signed Usage Agreement
- The Conferences and Events Office, at its discretion, requires 100% of expected catering charges to be paid not less than 10 business days prior to the event date. If an event is canceled or postponed after the 10-day deadline only 60% of the catering charge will be refunded to the customer. A 100% catering refund will be given to the Renter if the catering charges were paid and the event is cancelled or postponed prior to the 10 (business) day dead line. The Conferences and Events Office will determine the actual deadline and include it on the space below. The Renter shall acknowledge with his or her initials.

Full Catering Payment Deadline: _____ INITIAL _____

21. Changes to Events

- Renters must request any changes in their events or conferences by no later than 24-hours prior to the start of any event.
- These changes include but are not limited to:
 1. Requests for equipment
 2. Changes in number of attendees
 3. Changes in facility set up
 4. 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 and will be extended an additional charge. Please check the price list for current charges.

INITIAL _____

22. Billing Policies and Procedures

- For billing authorization, the Renter must provide the El Dorado Conference Center and South Arkansas Community College with an active tax-id number verified by the Arkansas Secretary of State's office or an authorized purchase order number.
- If billing authorization has been established, the room deposit is waived and a signed Usage Agreement will confirm the event.
- If billing authorization has not been established, the Renter must provide South Arkansas Community College with a credit card or cashiers check for the amount of the room(s) rental as a deposit. A credit card then must be left on file to be charged the last business day before the event.
- Personal checks are not accepted. Only institutional, business, and cashier's checks are accepted after billing authorization has been established and are to be made payable to: **South Arkansas Community College**
- If the final bill is more than the estimated amount, an additional bill will be sent. If the final bill is less than the estimated amount, a refund will be sent within 30-45 days.

INITIAL _____

23. Cancellation Policies and Procedures

- The cancellation fee is based on the rental rates outlined in the contract.
- Renters who cancel their event 16 or more business days prior to their event pay no cancellation fee.

- Renters who cancel their event 6-15 business days prior to their event pay 40% of their rental rate.
- Renters who cancel their event 3-5 business days or less prior to their event pay 80% of their rental rate.
- Renters who cancel their event less than three (3) business days prior to their event pay a 100% of their rental rate.
- 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 fees may not rent the El Dorado Conference Center or any South Arkansas Community College facilities until their fee is paid in full.

INITIAL _____

24. Catering Policies and Procedures **See current 2022 policy

- All conference center events requiring food or beverage services will be managed by ~~Valley Services~~, the contracted food operator for the El Dorado Conference Center and South Arkansas Community College.
- For reasons of food handling safety and liability, no food or beverages may be removed from any event location. No arrangements are available to package leftover food or beverages for removal from the El Dorado Conference Center and the South Arkansas Community College campus and/or donated to various food banks or other charitable organizations.
- **Menu selections must be communicated to the Conferences and Events Office at least 16 business days prior to the event.**
- A minimum guarantee based on the expected number of participants must be provided to the catering office three business days prior to the event.
- Published menu prices are non-negotiable. Customized menus may be negotiated with the Conferences and Events Office. All prices are subject to change.
- Catering charges will be subject to local and county sales taxes unless a tax-exempt certificate is provided.
- An 18% service fee is added to all catering orders to cover kitchen and banquet labor costs.

INITIAL _____

25. Alcohol Policies and Procedures

For All Events where alcohol is present:

- Facility security will be under the control of South Arkansas Community College and rental activities open to inspection by college officials at all times. A security fee is extended for all events held outside of regular business hours and/or event where alcohol is present. Please check the price list for current charges.
- Any event where alcohol is present shall not exceed the seated capacity of 500 people.
- Renters must carry a general liability event insurance policy with a minimum coverage of \$1,000,000.00 and name South Arkansas Community College and the City of El Dorado as an additional insured. A copy must be turned into the Conference & Events office no less than 30-days prior to the event.
- ~~A minimum of \$10/per person of catering must be purchased before alcohol will be permitted.~~
- Renters must coordinate and provide their own bartenders.
- Ice, stemware and water services are available at an additional charge. Please check rental prices for current rates.
- All alcohol must be served and remain within the room(s) in which the Renter has rented.
- No event attendee may remove any alcohol from the space the Renter rented. This includes bathrooms, hallways, public areas or outside.
- No beer kegs or pony kegs are allowed.
- All alcohol must be removed from the facility at the end of the event

For Private Events where alcohol is present:

- A private event is defined as an event that is not open to the public and where no public tickets are sold at the door.
- For a private event Renters may bring alcohol into the El Dorado Conference Center to be served with their meals. This includes beer, wine, liquors and mixers.

For Public Events where alcohol is present:

- A public event is defined as an event where the general public is in attendance or tickets for the public will be sold at the door.
- For a public event Renters may sell beer and wine, **only**, and only if a temporary alcohol permit is obtained from the City of El Dorado. A copy of the permit must be turned into the Conference & Events office no later than 30-days prior to the event.

INITIAL _____