THIS AGREEMENT entered into this _____ day of __________________, 20______ between
Southern Arkansas University and __________________________________________________________
with reference to its __________________________________________________________ User
Event
reserving the Donald W. Reynolds Campus and Community Center hereinafter will be referred to as
“User.”

The University agrees to make available the ____________________________________________
on the campus of Southern Arkansas University-Magnolia to the User, subjects to the covenants and
conditions set forth herein on the following dates and times: _________________________________
for the purpose of _________________________________ and the User agrees to pay a usage
fee and/or other fees per the schedule.

1. All fees incurred by the User shall be paid upon the billing for the event. Any required deposit must
accompany a signed Agreement. Fees will be paid directly to Southern Arkansas University-Magnolia.
Fees will be assessed according to an approved fee schedule.

2. Any use of the Donald W. Reynolds Campus and Community Center facilities by an outside organization
or by individuals shall not result in a direct or additional cost to the University.

   a. It is understood that any additional fee(s) will be charged when the services of a lighting or
sound technician are required. If this person is required to run a show, User will furnish script
and adequate cue notes. Only University-approved personnel will be allowed to work. There is
a basic ($25.00 minimum) fee for audio/video service technicians. More complex
sound/lighting operations requiring changes, additional set-up, or an operator during the
program will be assessed according to the fee schedule.

   b. It is understood that the technicians will require advance notice of at least two weeks when their
services are required. It is understood that “advanced notice” means consultation with the
appropriate technicians about requirements. If prior arrangements are not made, access to these
areas will not be available.

This agreement is made and entered into on the following express covenants and conditions, all of
which the User and the University covenant and agree to keep and perform.
(1) The President of Southern Arkansas University, or his designated agent, shall represent the University with reference to the terms of this Agreement. Exceptions to this policy may only be made by the President or his designee.

(2) An Agreement must be filed with and approved by the President or his designee at least two weeks prior to the proposed use.

(3) The obligation of the User to pay the agreed usage fees shall not be waived or discharged by reason of cancellation of any scheduled performance, or other use, except the proper notification of cancellation, at least 48 hours in advance of the planned usage, will reduce the assessed fees by 50 percent, which is due and payable on the date of notification of cancellation. If the University is unable to provide the usage on the agreed date, the User agrees that its damages shall be limited to recovery of any advance usage fee paid by User to the University and waiver by the University of the additional agreed rental fee. The University reserves the right to cancel an event at any time.

(4) Requests must identify an individual who will accept responsibility for the event. This person must be approved by the University President or his designee and be in attendance during the designated event. The University or university employees will not be liable for accidents or injuries during scheduled event.

(5) The usage fee assumes that the University will provide the facilities, ordinary light and heat, and the usual chair and set-up. Anything else, including use of equipment may require an additional fee which will be negotiated.

(6) The User shall not injure, mar, deface, or in any manner damage the said premises or other University property, and shall not cause or permit to be done anything whereby the said premises or property shall be in any way injured, marred, defaced, or damaged, and will not drive or permit to be driven nails, hooks, tacks, screws, or any device into any part of said building, premises or property and will not make or permit to be made any alteration of any kind therein. Any use of tape to any surface must be approved in advance.

(7) In allowing various groups to use said premises, the University does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of same, and all authorized University employees may enter the same, and all the premises at any time and on any occasion.

(8) In the event the User wishes to erect special platforms, staging, or structures, permission must be expressly obtained from the University President or his designated agent, who may require special conditions, and in the event such platforms, staging, or structures are erected by the User, the expenses of such erection and removal shall be paid by the User and all damage to said building(s) or furnishings caused by the erection or removal of such platforms, staging, structures shall be paid by the User.

(8a) The User represents and warrants to the University that all copyrighted materials to be used, performed, and/or displayed have been duly licensed or authorized by the copyright owners or their representatives and the User agrees to indemnify and hold the University harmless from any and all claims, losses, causes of action, suits, and expenses incurred with reference thereto, in regard to any claim of copyright infringement.

(9) The User agrees that every person connected with any entertainment or other purpose for which said facility is used, shall abide by, conform to, and comply with all of the laws of the United States, of the State of Arkansas, and all the ordinances of the City of Magnolia, Arkansas, and the rules and regulations of Southern Arkansas University for the government and management of said facility, together with all rules an requirements of the Police Department and Fire Department of the
City of Magnolia, and will not do nor suffer to be done anything on said premises in violation of any such rules, laws, or ordinances, and the failure to so comply shall constitute a breach of the Agreement and result in immediate termination of same at the option of the President or his designated agent. In such event there shall be no refund of charges which have been paid or are due to be paid.

(10) The User shall provide security and fire protection as deemed necessary by the University and the cost of such protection shall be in addition to the fees set forth herein. Authorized University officials or employees may refuse admittance to any patron of doubtful character or sobriety, or who is under the legal age requirement for the particular function. The President or his designated agent reserves the right to eject any objectionable person or persons from said buildings and the User hereby waives any right and all claims for damages against the University or any of its agents.

(11) In no event shall tickets to any entertainment or exhibition be sold or disposed of in excess of the seating capacity of the facility. This capacity shall be determined by the President or his said agent.

(12) If the University permits User to sell items other than tickets while in the Donald W. Reynolds Campus and Community Center the User will pay the University a negotiated percent of the gross revenue from the sale.

(13) No portion of the sidewalks, entries, passages, vestibules, halls, and all ways of access to public utilities of said building(s) shall be obstructed by the User, and the doors, stairways, or openings that reflect or admit light into any place in the building(s), including hallways, doorways, stairways, radiators, and house lighting attachments shall not be obstructed by the User. The toilets and water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting to them due to misuse of any nature of character whatsoever shall be paid by the User.

(14) The University shall not be responsible for any property placed in said facilities by the User, his agents, servants, or employees, and the University is hereby expressly released and discharged from any and all liability, loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of the facility under this Agreement.

(15) The User agrees to indemnify the University against any and all claims for loss, damage, or injury that may result from the User of the facility, and will provide insurance or a bond in the amounts and type as required by the President or his designee.

(16) The University reserves the right to require deposits of at least 25 percent of the usage rate anticipated.

(17) It is further understood that the University may cancel and terminate this Agreement in the event the use of the facility constitutes, in the opinion of the President or his designated agent, a hazard to the facility or endangers public health, welfare, or morals.

(18) Under no circumstances shall this Agreement be assigned.

(19) A violation by the User of any provision of this Agreement shall be a breach of the entire Agreement, and the President or his designee may, at his option, immediately terminate same and the contract rental fee shall be paid to the University as liquidated damages, and not as a penalty, and the University shall in no way be responsible for any damages resulting to the User as a result of such termination.
(20) Any group holding a performance in a Southern Arkansas University facility must furnish the University with ticket information, dates, and prices so that the University may handle requests for such information.

(21) By virtue of the fact that the University agrees to let the User use one or more of the facilities stated above does not constitute permission to use the University name in any promotion or production without the oral or written permission of the President or his designee.

(22) Any group wanting any type of catering must use the Southern Arkansas University food services. Other catering will only be allowed if approved by the University food services. No alcoholic beverages of any kind will be sold, provided, or allowed on the Southern Arkansas University campus.

(23) Dancing will only be allowed on staged areas.

(24) Candles and/or open flames are not permitted unless facility managers approve.

(25) SAU prohibits anywhere on campus any person who is carrying a firearm or other weapon, including a licensed concealed handgun, except authorized law enforcement officials.

(26) I hereby give express written permission for my event to be used in the advertising and promotion of Southern Arkansas University, Magnolia, Arkansas. This includes printed as well as electronic publications. (web pages)

SOUTHERN ARKANSAS UNIVERSITY

By _________________________________________  Date
President or Designated Agent

__________________________________________
User’s Signature                          Date

DATE: __________________________

__________________________________________
Mailing Address

__________________________________________
City        State        Zip

Phone: ______________________________________
Residence           Business

Office Use Only

Deposit Fee __________
Fee __________