

Arkansas State University - Jonesboro
Carl R. Reng Student Union – Pavilion Use Agreement

This ASUJ Pavilion Use Agreement (Agreement) is made and entered into this 4th day of June, 20 13, by and between Arkansas State University – Jonesboro (ASUJ) and Sample (Customer) for the use of the Pavilion (Facility) for the purposes of XXXXXX (the Event). Contact person for Customer: XXXXXXXXXXXXXXXXXXXX

Must have signature of full time ASU - Jonesboro staff or faculty member _____

ASUJ agrees to provide the Pavilion Facility and services as listed below and the Customer agrees to compensate ASUJ for the Facility and services in accordance with the following terms and conditions:

1. DATE AND TIME OF USE

Event Date _____, 2012,
Event Start Time 8:00 AM
Event End Time 11:00 PM

Sample

ASU Catering Services: Yes No (If yes, contact Sodexo Catering at 972-3859. Catering charges are not included in this Agreement.)

Note: You may order catering services from restaurants off-campus at the Pavilion only if not using department account.

2. COMPENSATION

Total Rental Amount Due: \$400.00, with a \$50.00 non-refundable deposit due upon signing of contract.

The Remaining Balance of \$350.00 is due no later than ten (10) working days before the Event.

Failure to pay the remaining balance at least ten (10) days before the Event may result in the cancellation of this Agreement, at the sole discretion of ASUJ. Deposits are not returned if event is cancelled, moved to another date, or if you fail to reserve security before the deadline.

3. INSTRUCTIONS FOR ENTERING AND USE OF FACILITY

- (1) Contact University Police Department (972-2093) when you arrive at the Pavilion to have the door unlocked. UPD will only unlock the door if someone is present. Someone must be at the Pavilion the entire time the door is unlocked -- do not leave the facility unattended. At the end of the Event, call UPD again to lock the door. Do not leave the premises until an UPD officer arrives to complete a formal checkout. UPD will NOT unlock and lock the door multiple times for the same reservation without prior approval.
- (2) Kitchen consists of sink, grill, and icemaker (in storage room). No refrigerator available.

4. RESTRICTIONS ON USE OF PREMISES

- (1) Events extending beyond their scheduled time will be charged at a rate of \$50.00 per additional hour with such charge being applied for any use of the Facility fifteen (15) minutes before or after the scheduled time.
- (2) The Customer is responsible for setting up and cleaning up the Facility as they need during the Event. The Customer must return the tables and chairs to appropriate area at end of event. No furniture is to be taken outside or on deck at any time. The Pavilion has approximately (30) six-foot tables and 145 chairs.
- (3) If attaching items to interior or exterior walls, **tape is NOT allowed**; please use sticky-tac (adhesive putty) only. **Refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, hooks, tacks, staples or screws into any part of the premises. Do not attach decorations on or near light fixtures or ceiling fans. Do not remove light bulbs from light fixtures..**
- (4) The presence of use of lit candles, rice, bird seed, flower petals, confetti, glitter, paint, foam, shaving cream, silly string, chalk, any type of dyes or powder, or other items designated by ASUJ are absolutely prohibited.
- (5) All decorations, food, and trash must be removed immediately following the event. This also includes inflated/deflated-balloons, lumber, streamers, flowers, or any other items. **Failure to do so will be considered an extension of the scheduled time and will lead to additional charge being incurred. The Facility is to be left in the same condition as it was prior to the Event.**
- (6) **ALCOHOLIC BEVERAGES OF ANY TYPE ARE PROHIBITED ON ALL ASUJ PROPERTY.**
- (7) **All customers hosting an event that begins or continues after 11:00 PM must reserve University Police Department security fourteen (14) days in advance of the event. The Customer is responsible for reserving this service through UPD.**

5. REMOVAL OF OBJECTIONABLE PERSONS

ASUJ reserves the right to remove any objectionable person(s) from the Facility. If that person(s) is affiliated with your Event, you will be held responsible for damage incurred from such removal.

6. INDEMNIFICATION

The Customer **assumes all risks** of and accepts full responsibility for any personal injury, property damage, or other loss sustained by ASUJ in connection with the Event or by any person attending or participating in any way with the Event. Customer **releases** Arkansas State University, its employees, officers, and agents from any and all claims for personal injury, property damage, or other loss which may occur in association with this Event. Customer **accepts full responsibility** for organizing, supervising, and conducting all activities associated with this Event. Customer agrees to **indemnify and hold harmless** Arkansas State University, its employees, officers, and agents from any and all damages, losses, costs, including attorney's fees, expenses, actions, causes of action, claims, or damages to either person or property that relate to or arise from any activities connected to this Event. It is further understood and agreed that, if the Customer hires any employees or subcontractors to perform work for the Customer in connection with the Event, the Customer shall take such action at Customer's sole risk, expense, and liability and Customer further hereby assumes all liability for any negligent act or omission or intentional act by such employee or subcontractor.

7. NON-DISCRIMINATION

During the entirety of this Agreement, the parties will not discriminate against any person on the basis of that person's membership in a protected class including: race, color, religion, national origin, sex, age, disability, veteran status, "or other legally protected class."

8. ADVERTISING AND PROMOTIONAL MATERIALS

Promotional materials for Arkansas State University - Jonesboro sponsored and co-sponsored events must give appropriate credit to ASUJ. A draft of the promotional materials for all ASUJ sponsored or co-sponsored events must be submitted to the Special Events Coordinator for approval before printing. All advertising and promotional materials for events that are not sponsored or co-sponsored by ASUJ shall clearly state that sponsorship of the Event resides with the Customer. All promotional materials for the Event must list phone numbers of the Customer. The Customer agrees to assume full responsibility for complying with federal copyright laws.

9. TERMINATION OR MODIFICATION OF AGREEMENT

All cancellations and/or changes must be confirmed three (3) business days prior to the event. Office hours are Monday through Friday, 8:00 a.m. until 5:00 p.m. Any event that is not cancelled 72 hours prior to the event will be considered a "no show," and no refund shall be given. In the event that the Event is cancelled more than three (3) business days before it is scheduled, a refund of the money shall be paid by Customer for the use of the Facility, less the non-refundable deposit amount and a processing fee of **\$XX.00**, shall be made to the Customer. Abuse of reservation policies may result in withdrawal of reservation privileges, with such determination to be made in the sole discretion of ASUJ.

10. GOVERNING LAW

The parties agree that this Agreement is governed by and shall be construed under the laws of the State of Arkansas. For the purposes of this Agreement, the parties agree that venue lies solely in the State of Arkansas. Customer understands and agrees that in the event Customer seeks monetary damages against ASUJ, venue shall lie solely in the Arkansas State Claims Commission.

Customer Contact Person Signature: _____ Date: _____

Name of Customer: _____
(PRINT)

Address: _____

Phone #: _____

Signature: _____

Special Events Coordinator,
Carl R. Reng Student Union,
Arkansas State University - Jonesboro

Remit payment to:

**Treasurer's Office
P.O. Box 2640
State University, AR 72467**

**Please make all checks payable to:
ASU Reng Student Union**

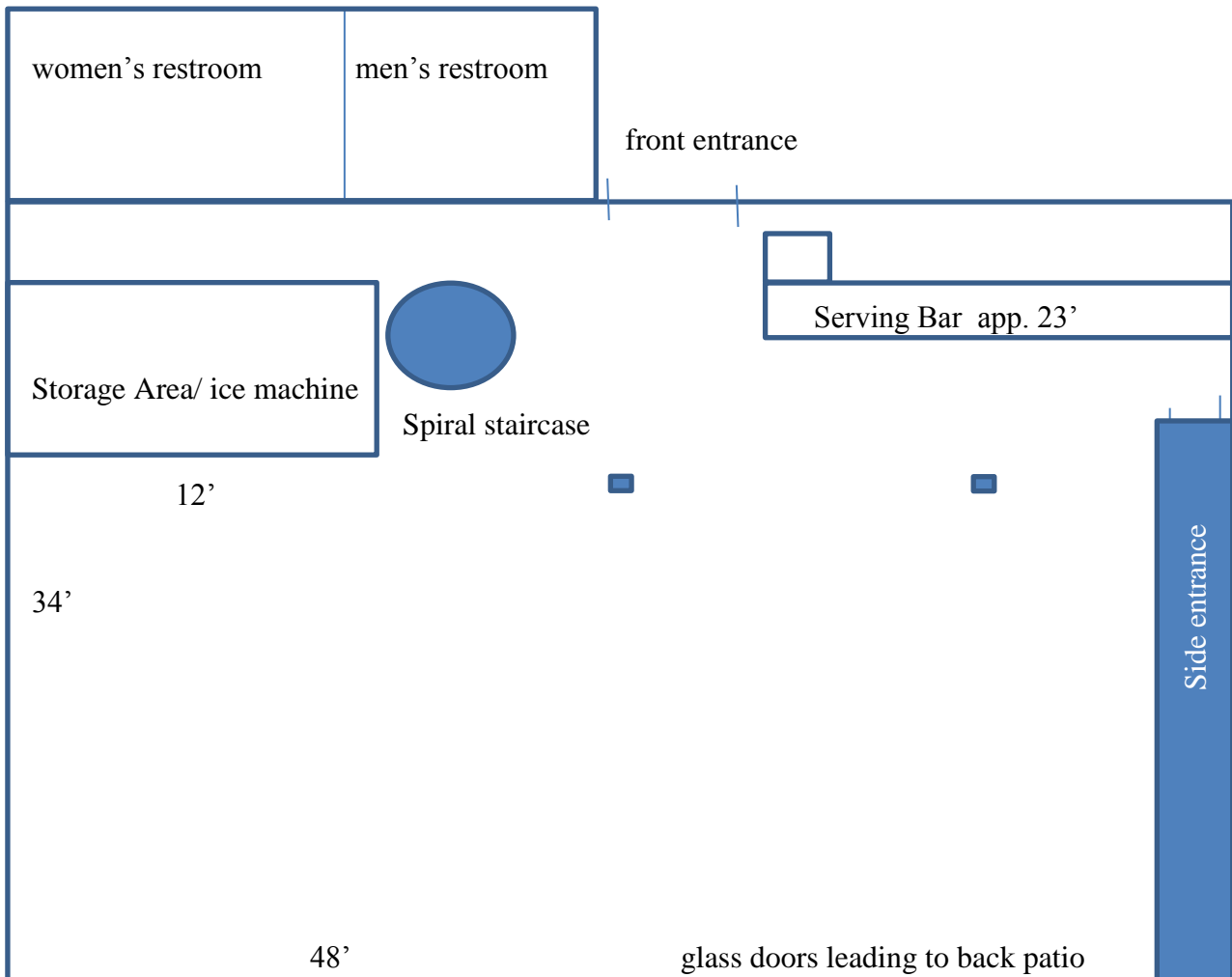
Payment is required to confirm your event reservation. Please submit a signed copy of this contract with your check.

If you wish to pay by credit card, please call 870-972-3847.

Your completed contract may then be faxed to:
Pavilion Reservations 870-972-3133.

for Deposit ONLY to FOAP 310075-413441-711720-3300

Pavilion diagram (main level)



Pavilion Upper loft

