

## NORTHWEST ARKANSAS COMMUNITY COLLEGE

### FACILITIES RENTAL AGREEMENT TERMS AND CONDITIONS

1. It is agreed that the User shall protect the facility while being used under this contract. The User shall be held responsible and liable for such sum as may be necessary for repairs or replacement, for any damage done to building, equipment or other property belonging to the College while the same is in the charge of or being used by the User. The User shall be held responsible for the conduct of any persons using the facility on occasions when it is being used under the provisions of the Contract. If deemed necessary, the College at all times has the right to and privilege to have one of its own representatives present and on duty during the times the User is using the College facility and premises, the cost, if any, of having such College official or representative present on such occasions to be borne by and paid by the User in addition to the scheduled charges and fees. (This replaces # 20 on Attachment A)
2. All groups shall provide supervision sufficient to ensure compliance with all federal, state and local laws and College policies, regulations, and procedures.
3. The College agrees to maintain and service, to the best of its ability, equipment furnished by the College to be utilized by user at the event and to ensure the equipment is kept in good repair, working order and condition and reasonably available for the use of the user. The equipment shall be used by the user as necessary to carry on the functions of the event. User will not install, use, operate or maintain the equipment improperly, carelessly or in violation of any applicable law or regulations or in a manner contrary to that set forth in this Agreement. If any of the equipment fails to function for any reason, the user shall not, by reason of such failure, be entitled to a reduction of the amounts payable under this Agreement, nor shall the user have any right of action or claim for compensation or damages in respect thereof.
4. The User waives and forgives any claims against the College, its Trustees, agents, and employees which may arise on behalf of the User as a result of the execution of this contract or the use of the College's facilities. The User agrees to assume any and all liability of any kind whatsoever from the use of College facilities and to indemnify, protect, defend and hold harmless the College, its trustees, agents and employees from and against any and all liability, claims, demands, suits, actions, damages, losses and expenses, including any attorney fees necessary in the defense of any such action, arising out of or in any manner resulting from the User's use of, or presence on, the College property. It is the intention of the User that such indemnity shall apply whether or not the liability, claims, demands, suits, actions, damages, losses or expenses arise from the negligence of the College or its trustees, agents or employees. This indemnification agreement is to in no way be construed as a waiver of the sovereign or governmental immunity from liability now possessed by the College and its agents or employees in performing this government function.

5. The User agrees that the College, its trustee, agents, and employees shall not in any way be liable to the User for damages of any kind whatsoever which may accrue to the User or any other person or entity by reason of this contract or use of the facility under this contract, whether or not the damage may arise by any act or omission of the College, its trustees, agents, or employees. This contract is not assignable, nor will the User sublet the premises to any other party without the written consent of the College.
  
6. Upon request of the College, User shall procure and maintain at its sole expense public liability insurance in form and amounts satisfactory to the College which shall protect the College against all liability or claims on account of injury to persons or damage to property occurring in or about the premises during or incident to the use thereof by the User.
  
7. The person signing this Agreement on behalf of a group, organization, company or other entity represents to the College that he/she has the authority to enter into this contract and bind the group, organization, company or other entity to the terms and conditions set forth in this contract.

Organization/Company: \_\_\_\_\_

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_