

ARKANSAS SCHOOL FOR THE DEAF AND BLIND EVENT AGREEMENT

This Event Agreement("Agreement") is made and entered into this _____ day of _____, _____, by and between Arkansas School for the Blind and Deaf ("ARDB") and _____ ("Customer") for the use of the _____ (facility) for the purpose of _____ (the Event).

Arkansas School for the Blind and Deaf ("ARDB") agrees to provide the _____ Facility and services as listed below and the Customer agrees to compensate ARDB for the Facility and services in accordance with the following terms and conditions:

1. DATE AND TIME OF USE.

Event Date: _____
Event Start Time: _____
Event End Time: _____
Contact person for Customer. _____
Sponsoring Organization: _____
Estimated Attendance: _____

2. COMPENSATION.

Total Rental Amount Due: _____
The Remaining Balance of _____ is due no later than ten (10) working days before the Event.

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

3. 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.
- (3) If attaching items to interior or exterior walls, tape is NOT allowed; please use sticky tack (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, or any type of dyes or powder, or other items designed by ARDB 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, tobacco, and weapons of any type are prohibited on all ARDB property.
- (7) All Events with twenty-five (25) or more participants are required to provide and pay for security services for the Event. All customers hosting an event that begins or continues after 11:00 PM must reserve security fourteen (14) days in advance of the event. The customer is responsible for reserving this service through ARDB security personnel or approved outside security vendors. Final security arrangements must be approved by the ARDB Events Team.
- (8) A full agenda of the event must be submitted to the ARDB Events Team at least ten (10) business days prior to the event. The agenda should include the event schedule, designated points of contact for the event, and anticipated use of audiovisual equipment, catering, or special setups.
- (9) The ARDB Events Team will review, approve, or reject all Event facility requests. Failure to meet insurance, security, or agenda requirements may result in denial or cancellation of the Event.
- (10) ARDB reserves the right to refuse facility usage if the event conflicts with school operations, student safety, or the mission of the school.

4. REMOVAL OF OBJECTIONABLE PERSONS.

ARDB 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.

5. IDEMNIFICATION.

The Customer assumes all risks of and accepts full responsibility for any personal injury, property damage, or other loss sustained by ARDB in connection with the Event or by any person attending or participating in any way with the Event. Customer releases ARDB, 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 ARDB, its employees, officers, 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.

6. STANDARD TERMS AND CONDITIONS.

ARDB's standard terms and conditions as expressed in the document titled "Customer Lease Agreement Terms and Conditions" shall be attached hereto and is hereby

incorporated by reference as a part of this Agreement. In the event of a conflict between the other information contained in this Agreement and said terms and conditions, the latter shall be controlling except in the event ARDB and Customer have entered into and executed a separate written amendment document signed by the ARDB Superintendent in which case said amendment shall control and shall be attached as part of this Agreement. This Agreement as well as any changed to said standard terms and conditions shall not become effective and binding unless and until it is signed by the ARDB Superintendent.

Signature: _____ Date: _____
Customer Contact

Name of Customer: _____
(Print)

Address: _____

Signature: _____ Date: _____
ARDB Superintendent

CUSTOMER LEASE AGREEMENT TERMS AND CONDITIONS

For purposes of these terms and conditions, “ARDB” shall refer to the Arkansas School for the Blind and Deaf, “Customer” shall refer to the party with which ARDB has entered into a Customer agreement, and “Agreement” shall refer to such Customer agreement for which these terms and conditions are incorporated by reference as well as any mutually agreed amendments, exhibits, or addenda to the Customer agreement.

1. **RIGHT OF ENTRY.** The right of entry is hereby reserved to ARDB, its officers, agents, representatives, contractors, and employees, to enter upon the event area at any time and for any purpose necessary or convenient in connection with ARDB’ operations. Customer shall have no claim for damages of any character on account thereof against ARDB, or its officers, agents, representatives, contractors, and employee’s incident to ARDB’ exercise of its reserved right of entry.

2. **PROHIBITED ACTIVITIES.** ARDB strives to provide a welcoming and family-friendly environment for everyone at all of its locations. Customer is expected to conduct its event in a similar manner while on ARDB property. Prohibited Customer activities at ARDB properties include, without limitation, illegal discriminatory conduct (*e.g.*, based on race, color, sex, religion, or national origin, *etc.*), display or promotion of illegal, immoral, offensive, or adult themes, and engaging in any nuisance or activity that disrupts ARDB’ harmony, decorum, and usual and customary operations or causes embarrassment to ARDB or the State of Arkansas. The installation of lights, sound devices, signs, or objects at the event location (other than those reasonably required for safety) which would create a carnival-like atmosphere is also expressly prohibited. Any and all final decisions regarding prohibited activities, whether or not expressed herein, shall be at the sole and absolute discretion of the State ARDB Director.

3. **COMPLIANCE WITH LAWS.** Customer agrees that it will keep fully informed of all laws, ordinances, rules, and regulations in any manner affecting its operations under this Agreement, and of all orders and decrees of bodies and tribunals having jurisdiction or authority over same. Customer will at all times observe and comply with and cause its agents and employees to observe and comply with such existing and future laws, ordinances, regulations, orders, and decrees, and will protect ARDB and other state and federal government agencies against any claim or liability arising from any failure to so comply. Customer will procure all permits and licenses, pay any charges, license fees, or taxes incident to its operations, and give all notices necessary and incident to the lawful and proper prosecution of its operations hereunder. Customer agrees that it will at all times carry Workers Compensation insurance protection under the laws of the State of Arkansas on all persons employed by it in connection with its operations thereon, and will also comply with all minimum wage, maximum hours, and other laws, rules, and regulations applicable to conditions of employment upon or in connection with the event.

4. **HEALTH & SAFETY.** Any catering or food services provided by Customer must meet all federal, state and county health, sanitation, and safety requirements including, without

limitation, those pertaining solely to the Customer was well as those pertaining to any public health concern or emergency. A copy of the Customer's valid Arkansas Department of Health permit, if applicable, as well as any other health or safety permit or certificate required by any governmental authority for the provision of the food services under this Agreement must be provided to the ARDB Director prior to beginning any operations on ARDB' property. Any issues related to the health and safety of Customer's operations while on ARDB' property shall be remediated promptly and thoroughly. ARDB reserves the right, in its sole and absolute judgment, to curtail, suspend, or terminate Customer's operation on ARDB property due to any concerns related to the health or safety of catering or food service operation. It shall be the duty of the Customer to keep the catering or food service area clean, well-maintained, safe, and presentable at all times.

5. **ADVERTISING & PROMOTION.** Any material in any format to be used in the advertising and promotion of the leased Event provided under this Agreement, whether on ARDB property or elsewhere, shall be submitted to the ARDB Superintendent at least thirty (30) days in advance of public release. The Customer agrees not to display, post, transmit, broadcast, distribute, promote, or advertise such without prior written approval. Use of any tradename, logo, or trademark of ARDB without the prior express written permission of ARDB is strictly prohibited.

6. **INSURANCE.** At all times during the term of this Agreement, Customer shall maintain in full force and effect general liability insurance from a reputable insurer with an A+ rating or higher in an amount no less than \$100,000 per person in any single claim and no less than \$2,000,000 in the aggregate with respect to any death, bodily injury, property damage or loss. Such policy shall name the "Arkansas School for the Blind and Deaf" as an additional insured and Customer hereby waives subrogation against the same. Proof of such insurance, and any subsequent alterations, renewals, cancellations thereof, shall be furnished to ARDB's Superintendent at issuance or cancellation and within five (5) calendar days of any subsequent alteration or renewal. Customer shall also provide proof of insurance for any vehicle, trailer, or "rolling stock" it may be permitted to bring upon ARDB property under this Agreement.

7. **RISK & LIABILITY.** All Events conducted by the Customer under this Agreement shall be conducted solely at Customer's risk. Customer's entry and operation upon ARDB property shall be "as is", "where is", and "with all faults". ARDB makes no representation or warranty, express or implied, as to future renewals of, or amendments to, this Agreement. Customer shall take all reasonable and proper safeguards to prevent any and all injuries or death to persons or any and all damage or loss to property. Customer shall be liable for any injury, death, damage or loss resulting from Customer's operations. Customer hereby agrees, upon ARDB' written demand, to indemnify, defend, protect and save harmless ARDB, to include its agents, employees, representatives, and Commissioners (collectively "indemnitees") from and against any and all claims of loss, liability, and damages resulting from any act, error, or omission of the Customer and its owners, employees, agents, and representatives, together with all costs, expenses, and attorney's fees incurred with respect to any such claims, demands, or

proceedings brought against ARDB or any or all of the indemnitees.

8. **CUSTOMER'S PROPERTY.** Any and all of the Customer's equipment, supplies, inventory, effects and other property of every kind, nature, and description that may be placed upon ARDB property under this Agreement shall be done so at the sole risk of the Customer. Should the whole, or any part thereof, be lost, stolen, vandalized, damaged, or destroyed by any cause, no part of such loss or damage is to be charged to or borne by ARDB or any agency of the State of Arkansas. Customer hereby agrees to hold ARDB harmless from, and waive all claims against ARDB, for any and all loss cost, debt, claim, judgment, or expenses suffered and incurred by Customer. ARDB shall have no duty to indemnify Customer for any such losses and shall have no duty to insure Customer against any such losses.

The Customer agrees to maintain all its equipment, supplies, inventory, effects and other property of every kind, nature, and description that may be placed upon ARDB property under this Agreement.

The Customer agrees to hold the State harmless against any and all losses or damage to the Customer's equipment, supplies, inventory, effects, and other product of every kind, nature, and description and to defend the State against any and all claim" resulting from injury, sickness, or disease rising out of the Event, or from the consumption of products catered or food services.

All Customer property, whether gear, machinery, equipment, or inventory, shall at all times be regarded as personal property regardless of any manner in which it may be placed upon, or affixed to, any ARDB property. Customer shall neither cause, nor permit, any lien to be filed against ARDB property.

Upon any termination of this Agreement, Customer shall have _____ days after such termination within which to remove all its property from the ARDB property. Unless other arrangements are made between Customer and the State ARDB Director, any property not removed within this _____ day timeframe shall become the property of ARDB and ARDB may dispose of such property as it in its sole discretion deems best and shall invoice the Customer for any and all reasonable costs of disposal. Customer hereby waives any and all claims against ARDB should it resort to such self-help remedy in the removal and disposal of Customer's property.

9. **CUSTOMER EMPLOYEES.** The Customer shall provide sufficiently qualified agents and employees to adequately service the Event. Employees must be trained and competent in the safe operation of the Event and in compliance with the requirements of the appropriate federal, state, county, and municipal regulations. Event employees shall wear neat dress while on duty and shall conduct themselves with courtesy toward patrons and others visiting the Event. Discourteous or objectionable conduct by Event employees shall be reasonable grounds to be removed by the Customer upon verbal or written request of ARDB.

10. **REFUSE AND WASTE.** The Customer is responsible for lawfully disposing of its wastes and is required to dump such at an approved dump station or disposal facility. Wastes will not be permitted to be disposed on the surface of ARDB' property. Trash is the sole responsibility of and must be properly disposed of by Customer. Trash will not be left in the Event area after closing each day.

11. **SUBORDINATION & SURRENDER.** Use of the Event location covered by this Agreement is subject to all existing easements, and easements subsequently granted, for roadways, parking areas, and utilities located or to be located on ARDB' property. This Agreement and leasing Event is not intended, nor shall it be construed, to invest in Customer any title, estate, or property right in ARDB' property or any part thereof, and ARDB does not, by this instrument, relinquish or qualify in any degree its possession, title, control and management of Event location. Customer hereby waives any and all claim to any and all interest, rights, or title to ARDB' property and shall peacefully surrender the Event location upon any termination of this Agreement.

12. **REVOCATION FOR CAUSE.** In the event the Customer violates any of these terms and conditions of this Agreement and continues and persists in such violation for a period of _____ days after being advised in writing of such violation, this Agreement may be revoked at any time thereafter by the ARDB Superintendent. Upon cancellation, the Customer shall have _____ days to remove all capital improvements and restore the ARDB grounds to their original condition. Should the Customer fail to comply, ARDB may take possession of the improvements, without payment therefore, or cause the Customer to pay the cost of such removal and restoration.

13. **RELINQUISHMENT.** The Event leased under this Agreement may be relinquished by Customer at the end of any lease term by giving _____ days prior written notice to ARDB.

14. **NO ASSIGNABILITY RIGHTS.** The rights and responsibilities of the Customer under this Agreement shall not be assigned to any third party without the express written consent of the ARDB Superintendent.

15. **NO WAIVER.** The failure by ARDB to insist in any instances on strict performance of any term or condition of this Agreement, or to exercise any right herein shall not have the effect of or be construed as a waiver of such condition or right in any other instance or preclude ARDB from demanding punctual performance from Customer.

16. **WARRANTY DISCLAIMER.** ARDB MAKES NO WARRANTIES TO CUSTOMER OTHER THAN THOSE THAT MAY BE EXPRESS WITHIN THE WRITTEN AGREEMENT DOCUMENTS. ARDB DISCLAIMS ALL WARRANTIES IMPLIED IN LAW INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. **CONFIDENTIALITY.** Unless otherwise expressly agreed in a separate writing executed by the ARDB Superintendent, ARDB is under no duty of confidentiality with regard to

this Agreement or any matters related to this Agreement. With limited exception, this Agreement and any records pertaining to this document including, without limitation, emails, invoices, cash reports, etc., are generally subject to public disclosure under the Arkansas Freedom of Information Act.

18. **APPROVAL AUTHORITY.** ARDB is authorized to grant Event rights on lands under its jurisdiction. Entry into this Agreement, as well as any amendments thereto, by ARDB is expressly subject to final approval by ARDB and the Arkansas Department of Education. By executing the Agreement, Customer's agent represents that he or she is fully authorized to execute the Agreement for and in the name of the Customer.

19. **FORCE MAJEURE.** Neither ARDB nor Customer will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of utilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

20. **NOTICES.** Unless otherwise agreed in writing, any and all written notices that may be required under the Agreement shall be deemed properly dispatched when sent to the signatory shown in the Agreement and to the address shown for the signatory in the Agreement.

21. **COMPLETE AGREEMENT.** This Agreement, to include these terms and conditions, contains the final, complete, and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are herein merged. No change, modification, or waiver in or of any of the terms, provisions or conditions of this Agreement shall be in any way valid or binding on either of the parties hereto unless the same be dated after the date hereof and be in writing and signed by all parties hereto. This Agreement shall be controlling as to any additional terms as may be found in any documents of the Customer and ARDB does not assent to any such additional terms, or assent to any modifications of these terms and conditions (e.g., strikes or handwritten additions), unless such changes are expressly agreed in a separate writing signed by the ARDB Superintendent.

22. **HEADINGS & SEVERABILITY.** Headings used in the Agreement, to include any amendments or exhibits thereto, are intended for the convenience of the parties and shall not, standing alone, be enforceable as a term or condition. Should any part of the Agreement be determined to be invalid or unenforceable by operation of law, it is the mutual intent of ARDB and the Customer that such part not affect the validity and enforceability of the remainder of the Agreement.

23. **ARKANSAS LAW, DAMAGES & ATTORNEY FEES.** This Agreement and the interpretation and enforcement of the terms and conditions thereof shall be subject to the laws of the State of Arkansas. The performance of ARDB under this Agreement may be affected by

subsequent changes in law, budget, or appropriations from the Arkansas General Assembly or by Executive Orders by the Governor of Arkansas. In the event of any dispute regarding this Agreement or the subject matter hereof, both ARDB and Customer hereby waive claim against the other for recovery of their respective attorney fees and waive claim for damages that are not considered actual damages under law. Further, both ARDB and Customer understand and agree that monetary claims asserted against ARDB must, by law, be presented to, and adjudicated by, the Arkansas Claims Commission.

24. **SIGNATURES & COUNTERPARTS.** This Agreement may be executed by written or electronic signatures in any number of counterparts each of which taken together shall constitute one in the same instrument.