

# Hinds Community College Facilities Use Agreement

This agreement is made and entered into on \_\_\_\_\_, between Hinds Community College (HCC) and \_\_\_\_\_ (Renter) having an address at \_\_\_\_\_ for Renter’s use of specific facilities at Hinds Community College.

WHEREAS, the President of Hinds Community College has been authorized by the Hinds Community College Board of Trustees to manage and operate the College, including the authority to rent facilities;

NOW, THEREFORE, based upon the terms, conditions, covenants and considerations hereinafter set forth, HCC and Renter, intending to be legally bound, hereby agree as follows:

1. Purpose: HCC, subject to the terms and conditions, contained herein and on the reverse hereof, grants to Renter the non-assignable right to use and occupy the portions of the College (facility), for the Dates set forth solely for the purpose of \_\_\_\_\_ (“Event”).
2. Facility: It is expressly understood that the Renter shall have the right of ingress and egress through the halls and corridors of the facility as provided herein, but acquires hereby no other right in any other part of the College than the part specified in the Fee Schedule in Paragraph 4.
3. Term: The term of this agreement shall be from \_\_\_\_\_ (term) which includes move-in and move-out, as further detailed in the Fee Schedule in Paragraph 4.
4. Rental Fee: In exchange for use of the Facility, renter agrees to pay HCC a rental fee of \$ \_\_\_\_\_, based on the following Fee Schedule:

Fee Schedule

Function	Space/Room	Estimated Attendance	Time Reserved	Dates	Rate charged
Space Rental					
Equipment Rental					
Janitorial					
Security					
Other					
Total Fee					

- A. The Rental Fee shall be payable as follows:
  - i. Executed Facilities Use Agreement and Purchase Order, by no later than \_\_\_\_\_.
  - ii. \_\_\_\_\_ Rental Fee due no later than \_\_\_\_\_ (30 days after event date).
5. Additional Services and Fees: In addition to the Rental Fee, Renter agrees to pay HCC for goods and services (collectively, “Services”) provided to Renter for the Event including, but not limited

to security services, janitorial services, audio-visual services, equipment rental, waste removal, or any other extra services furnished by HCC. HCC shall determine the level of staffing and Services for each Event. Payment for Services shall be payable as follows:

- A. A 100% deposit of estimated Services charges (i.e. security, janitorial and equipment rental, etc.) is do no later than five (5) business days prior to the Term.
  - B. Final payment for all Services remaining due to HCC upon conclusion of Event is due within thirty (30) days of invoicing.
  - C. All payments shall be made payable to Hinds Community College in the form of a company check, cashier's check, VISA, MasterCard or cash.
6. Additional Terms and Conditions: The attached pages contain Additional Terms and Conditions, which are a part of this Facilities Use Agreement. By signing this agreement, Renter agrees to the Additional Terms and Conditions and attachment set forth herein.
7. Authorized Representative(s): Renter certifies that \_\_\_\_\_ is, and shall be, for the purposes specified in this Facilities Use Agreement, the "Authorized Representative" of Renter and shall have full authority to bind Renter, with respect to any written or verbal order for goods and services to be provided by HCC.

IN WITNESS WHEREOF, we the parties hereto have executed this Facilities Use Agreement the day and year written below.

Hinds Community College  
501 E Main St, Raymond, MS 39154

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Additional Terms and Conditions

1. Insurance: Renter, at its sole expense, shall provide to HCC proof of coverage in the amounts of \$300,000 of Public Liability Insurance that insures the College against loss due to bodily injury and \$500,000 which insures the College against loss due to property damage. This policy shall be in effect during the full term of use of any facility. There shall be no exception. Coverage shall be evidenced by a valid written Certificate of Insurance from an insurance company licensed to do business in Mississippi by the State Insurance Commissioner which names the Hinds Community College District as insured or additionally insured during the term of use of the facility. Said Certificate must state policy limits, type of coverage, date(s) of coverage and signature(s). No set-up, rehearsal or event shall commence unless and until the President or his designee receives proof of coverage, even if rental fees have been paid. It is understood and agreed that such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located at HCC because of Renter's activities therein. Said policy shall also contain the specific provision that the policy may not be cancelled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to HCC. It is agreed and understood that ultimate responsibility for obtaining insurance is Renter's and in the event that Renter fails to deliver Certificate of Insurance as required herein, Renter will be deemed in Breach of agreement, the event will be cancelled at HCC's sole discretion and Renter shall be liable for all scheduled expenses as stated herein and HCC shall not be responsible for any expenses or losses sustained by Renter resulting therefrom.
2. Indemnification: Renter shall indemnify, hold harmless and defend HCC and Hinds Community College Board of Trustees for and from any and all losses, claims, liability, damage, action, judgement recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the Renter's use of Facility or from the conduct of Renter's business or from any activity, work or things which may be permitted or suffered by Renter in or about the Facility or from any breach or default in the performance of any obligation on Renter's part to be performed under any provision of this Facility Use Agreement or arising from any negligence of Renter or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Renter, its exhibitors or other persons in connection with Renter's use of the Facility. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of HCC. Renter hereby assumes all risk of damage to its property placed in the Facility or injury to its officers, directors, employees, agents, contractors, invitees or any attendees at the Event or in or about the Facility from any cause, and hereby waives all claims in

respect thereof against HCC and the Hinds Community College Board of Trustees, except to the extent such damage results directly from the negligence of HCC, its Board, and employees.

3. Facilities Use Guidelines: HCC's Facilities Use Guidelines is hereby incorporated in this Facilities Use Agreement by reference, and Renter shall comply fully with all policies, rules and regulations contained therein. HCC reserves the right to modify the Facilities Use Guidelines in writing from time to time. HCC retains the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility.
4. Floor Plan & Set-Up Information: Renter shall provide HCC with a floor plan no later than thirty (30) days before event. This floor plan is subject to prior approval by HCC and the Fire Marshal. HCC hereby reserves the right, by written notice to the Renter within then (10) days of receipt of the floor plan, to require Renter to make such changes, deletions and additions in the floor plan and operation policies described therein as HCC and Fire Marshal may deem reasonably necessary or desirable to the safe and efficient operation of the Facility. At least thirty (30) days prior to the Event (or such shorter period agreed to by HCC), Renter shall give HCC written notice of all other room or hall set-up(s), staging, and Event personnel requirements.
5. Television and Broadcasting Rights: HCC reserves all cable, radio, and television broadcast rights with no exception unless specified in writing. Renter shall not televise or broadcast any Event scheduled to be presented in the Facility under the terms of this Facilities Use Agreement without prior written approval of HCC.
6. Show Level HVAC & Lighting: HCC will supply adequate levels of HVAC (heating, ventilation, air conditioning) and overhead lighting necessary for set up and tear down. Full event level lighting and HVAC on event days will begin approximately one hour prior to the scheduled start time of the Renter's event, depending on the size of the event space, and will remain on until the conclusion of the event. Full event level lighting and/or HVAC is available during move-in and move-out at an additional hourly charge. Non-Show hours (first Hour) \$40.00, non-show hours (each additional hour) \$30.
7. Default by Renter: Renter shall be in default of this Facilities Use Agreement; (A) if it fails to pay any amount due under this Facilities Use Agreement; (B) if it breaches any provisions of this Facilities Use Agreement or any rules and regulations promulgated by HCC; (C) if it violates any applicable laws or ordinances during its use of the Facility' or (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt. For any other breach, HCC may pursue any other remedies available to it either by procedure, policy or at law or equity, including but not limited to, cancellation of Renter's Facilities Use Agreement to use the Facility. All sums due and owing to HCC under this Facilities Use Agreement, or any addendum thereto shall bear interest at a rate of eighteen percent (18%) per annum computed daily from the date due until the date paid. The rights and remedies

hereto given to HCC shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. HCC shall be under no obligation to re-rent the Facility.

8. Cancellation by Renter: Cancellation of this Facilities Use Agreement by Renter must be made in writing to HCC. Should Renter notify HCC of cancellation of this Facilities Use Agreement 45 days or further in advance of the Term, the parties agree that any Fee deposits paid or due, as set forth in Paragraph 4, as of the date of notification shall be retained by HCC, but no further fees shall be due to HCC by Renter. However, should Renter notify HCC of cancellation of this Facilities Use Agreement within 7 calendar days of the Term, Renter shall pay to HCC any additional estimated charges outlined in Paragraph 5, in addition to the Fees set forth in the Fee Schedule in Paragraph 4. In the event Renter holds over beyond the end of the term, the parties agree that damages would be difficult to ascertain and that HCC shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the Total Rental.
9. Force Majeure: If the Facility or any part of the Facility is destroyed or damaged from any cause whatsoever or if any other casualty or unforeseeable occurrence beyond the control of HCC, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, renders the Facility unsafe or impracticable to use, then this Facilities Use Agreement shall be terminated and the Renter shall be entitled to reimbursement of the unearned portion of fees, and charges for support personnel and services, provided, however, if any act or omission of Renter, its agents, employees, members, or invitees has rendered the Facility unsafe or impracticable to use, then Renter shall be liable for all fees charged hereunder as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Renter hereby waives any claims for damages or compensation from HCC on account of such termination.
10. Limitation on HCC Obligations: Because the Facility is publicly owned, HCC retains the right, under the laws of the State of Mississippi to decline to provide funding for the operation of the Facility in the sole discretion of HCC. If such non-funding renders performance of this Facilities Use Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this Facilities Use Agreement and HCC and Hinds Community College Board of Trustees will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this Facilities Use Agreement.
11. Guarantee of Space: HCC reserves the right, but shall not be obligated to relocate Renter's Event to a more appropriate Space/Room within the Facility should the original estimated attendance differ from final estimated attendance. HCC shall notify Renter in advance in such cases.

12. Laws and Regulations: Renter will comply with all laws of the United States and the State of Mississippi; all municipal ordinances; and all lawful orders of policy and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Facility during the Term of this Facilities Use Agreement in violation of any laws, ordinances, rules or orders.
13. Nondiscrimination: With respect to its activities conducted in the Facility during the Term, Renter agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental, or physical handicap or the use of a trained by guide dog by a blind, deaf or physical disabled person.
14. Advertising: Renter agrees not to allow any advertising media, in advertising the Event for which Renter is granted this Facilities Use Agreement, to imply that HCC is sponsoring such Event or is in fact co-sponsored by the Renter unless agreed to in writing by HCC. Renter agrees that all advertising of the Event will be honest and true, and will include accurate information. Renter shall not advertise nor cause to be advertised, the Event until the Facilities Use Agreement has been fully executed by HCC and Renter.
15. Tax Information: For information about the tax requirements in the State of Mississippi, please contact The Mississippi Department of Revenue at 601-923-7800. Some merchandise offered for sale may be subject to Mississippi sales tax and general excise tax.
16. Interruption or Termination of the Event: HCC retains the right to cause the interruption of the Event in the interests of public order or safety. Renter hereby waives any claim for damages or compensation should this Facilities Use Agreement be so terminated.
17. Notice: For the purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures on the signature page.
18. Entire Facilities Use Agreement: This Facilities Use Agreement contains and embodies the entire agreement of the parties hereto. Representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force and effect. This Facilities Use Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
19. Severability: If any section, subsection, clause or provision of this Facilities Use Agreement is held invalid, the remainder shall not be affected by such invalidity.