

The UARK Ballroom, LLC

UARK Ballroom Contract

To avoid confusion during your event, please share this information with all caterers, event planners, coordinators, and sub contractors associated with your event. It is also UARK policy that only one person be authorized to speak for the event.

General Operating Policies

Hours of Operation and Contact Information

Event Hours: Contracted events may have access to the UARK Ballroom between 8am and 2am as contracted. The UARK Ballroom will be available for contracted events except Christmas Day.

Site Address: 644 West Dickson Street, Suite 110
Fayetteville, AR 72701
Mailing Address: 465 N. Arkansas Ave
Fayetteville, AR 72701
Phone: 479.582.1400
1.800.295.9118
Fax: 479.582.0401

Facility Reservations

Space will be held for a User for 5 days after the request has been made to the manager and the space has been deemed available. A non-refundable deposit of fifty (50) percent of the base rental fee will be required to hold a reservation. If the deposit is not received, the date/time will be made available to other potential Users.

Cancellations

Should an event be cancelled due to no fault of The UARK Ballroom after a deposit has been paid, the fifty (50) percent rental deposit will be forfeited.

Usage Agreements

Whenever a potential User informs The UARK Ballroom manager that a tentative reservation is definite and the Manager has officially booked the event, a Usage Agreement will be sent to the User for signature. The Usage Agreement must be signed and returned, along with any required deposit, to The UARK Ballroom, LLC on or prior to the stipulated return date or said reservation will be forfeited.

Usage hours, as defined on the Facility Usage Contract, shall not be extended for the occupancy or use of The UARK Ballroom, LCC premises or for the installation or removal of equipment without the permission of the Manager. Additional usage hours

will be billed at a rate of \$100.00 per hour over the scheduled usage time. The caterer has a maximum allowable time for preparation of 2 hours.

Facility Information

Special Effects and Sound

All incendiaries, explosives, lasers, strobes, smoke effects and the like must meet all federal and local fire and safety codes. The use of oil-based chemicals is not allowed. Flammables and explosives may not be stored in The UARK Ballroom. Actual firearms are prohibited. The UARK Ballroom reserves the right to require volume levels to be lowered and also requires advance notice for any entertainment.

Hours

Your usage time is printed on your contract and you will not be allowed access until that time. Rental time of The UARK Ballroom Events Facility is defined as hours during which rentals, caterers, event planners, and others associated with an event have access to the facility.

Tools & Supplies

The UARK Ballroom does not provide tools, consumable items, or office supplies. Any kinds of tape, such as masking tape, duct tape, electrical tape, etc. are not allowed.

Loading Dock & Parking

The UARK Ballroom does not control nor can it reserve parking for Users or the staff and patrons of Users. Parking is not permitted in the red fire zones. Vehicles in these areas are subject to towing at the owner's expense. The loading dock is for loading and unloading only. Vehicles associated with an event that require access to The UARK Ballroom loading dock will be met and directed by the The UARK Ballroom staff. Unauthorized vehicles in the loading dock are also subject to towing at the owner's expense.

Signs, Posters, & Banners

Signs, posters, banners, wall and ceiling treatments must be cleared by the UARK Ballroom staff before being hung.

UARK Marquee

User needs to provide announcement to be put on the UARK sign 2 weeks prior to user's event.

Facility Policies

Alcohol

The User must notify The UARK Ballroom manager if alcohol will be served at the User's event. The UARK Ballroom will provide a full service bar upon request, governing distribution of alcohol for the event. Arkansas State Law prohibits alcoholic

beverages outside of the building. Alcohol may be provided by another company if they have the proper liquor license to serve alcohol at The UARK Ballroom. A copy of their liquor license must be on file with the management at the UARK Ballroom.

The UARK Ballroom will not accept responsibility for any property damage or bodily injury resulting from any act or omission on the part of the Users or User's invitees due to alcohol consumption. Further, The UARK Ballroom will not be responsible in the event alcohol is served to a minor. Any regulation of alcohol consumption at User's Event is the sole responsibility of the User, and should be in accordance with all state and federal regulation.

Further, User agrees to indemnify and hold The UARK Ballroom, its servants, agents, and employees harmless from any and all claims as a result of any acts or failures to act by User, its agents, servants, employees, invitees, or guests including, but not limited to any claims arising out of or related to the service or consumption of alcoholic beverages on this premises by the User or its agents, servants, employees, invitees, or guests.

Obstructions & Damage

No portions of aisles, sidewalks, entrances, passages, vestibules, halls, elevators, or means of access to public utilities of The UARK Ballroom or its premises shall be obstructed or caused to be obstructed by the User or caused to or permitted to be used for any purpose other than ingress or egress to and from the UARK Ballroom and its premises. The doors, stairways, or openings that reflect or admit light into any portion of the building, including the hallways, corridors, passages, and house lighting attachments shall in no way be obstructed by the User.

Damage to Function Space

User agrees to pay for any damage to the function space that occurs while they are using it. The User will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than the User and attendees. The UARK Ballroom reserves the right to inspect and control all private functions.

Unattended Items/Additional Security

The UARK Ballroom cannot ensure the safety of items left unattended in the events facility. Special arrangements may be made with the UARK staff for securing a limited number of valuable items. The UARK Ballroom will not, however, be responsible, in any case, for securing electronic equipment, i.e. laptop computers, camera equipment, etc. If the User requires security, the UARK Ballroom will assist in making these arrangements. All security personnel to be utilized during the Event are subject to the approval of The UARK Ballroom management.

Lost Articles

The UARK Ballroom shall have the sole right to collect and have custody of articles left in the facility at the conclusion of an event. Lost articles will be stored at The UARK Ballroom. Where lost articles can positively be identified to be the property of a patron or a user or his employee, the UARK staff will make every effort to reunite such articles

with their owner. The UARK Ballroom will not be responsible for incurring any costs for returning such articles with their owner. After seven days, all unclaimed articles become the property of The UARK Ballroom to keep or dispose of as Management sees fit.

Storage

The UARK Ballroom will not accept any shipped goods unless prior arrangements have been made with the appropriate staff. In the receipt, handling, care or custody of property of any kinds delivered to The UARK Ballroom for or by a User, the UARK Ballroom staff shall act solely for the accommodations of said User. Neither the UARK Ballroom nor its staff shall be liable for any loss, damage, or injury to such property.

Animals

Animals, other than those required by persons with disabilities, will not be allowed in The UARK Ballroom.

Lodging

User, any persons, or persons claiming to be acting for User are prohibited from using the UARK Ballroom premises as overnight lodging accommodations.

Impossibility

The performance of this agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party- such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking protection of this clause), civil disorder, or curtailment of transportation facilities- to the extent that such circumstances make it illegal or impossible to provide or use The UARK Ballroom facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but in no event longer than ten (10) days- after learning of such basis.

Interruption or Cancellation of an Event

The UARK Ballroom management shall retain the right to interrupt, terminate, or cancel an event in the interest of public safety. Should it become necessary in the judgment of The UARK Ballroom management to evacuate the premises for reasons of public safety, the User will retain possession of The UARK Ballroom premises following restoration to normalcy for a sufficient time to complete the event without additional use charges, providing such time does not interfere with another User's event. If at the discretion of The UARK Ballroom management it is not possible to complete the performance/event, use shall be forfeited, pro-rated, or adjusted at a rate determined by The UARK Ballroom management. The User hereby waives any claim for damages or compensation from The UARK Ballroom.

Indemnification

User shall indemnify and hold harmless The UARK Ballroom, its parents, subsidiaries, agents, employees, officers, directors, and assigns from and against any and all claims,

demands, penalties, fines, liabilities, settlements, damages, costs, and/or expenses of any kind or nature, including legal fee and expenses for expert witnesses and consultants, arising out of or in any way connected with any injury, death, or property damaged incurred by the UARK Ballroom, its parents, subsidiaries, agents, employees, officers, directors and assigns, while the User is using the property under the terms of this agreement, unless the claims are based on the intentional or gross negligent acts or omissions of The UARK Ballroom.

Litigation Expenses

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorney's fees.

Compliance with Laws

No activities in violation of federal, state, or local laws, ordinances, rules, regulations, or the opinion of the Board of Health shall be permitted on The UARK Ballroom premises. Users shall be responsible while under the terms and period of the Use Agreement to enforce this provision.

Licenses and Fees

Users shall obtain all permits and licenses required by the laws, ordinances, rules, and regulations.

Event Policy

As determined by the Risk Assessment, the Organization shall furnish at their expense the primary event policy covering all claims of an event. The UARK Ballroom shall be listed as an additional insured on the primary event policy.

Objectionable persons

The UARK Ballroom management reserves the right to eject or cause to be ejected from the premises of The UARK Ballroom an objectionable person or persons. Neither The UARK Ballroom nor any of its officers, agents, or employees shall be liable to any User for the damages that may be sustained by such User subsequent to the exercise of such right by the UARK Ballroom management.

The term "objectionable persons" shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of The UARK Ballroom policy, city, state, or federal law, make the normal and proper conducting of business or an event the enjoyment by others of such event difficult or impossible for others.

Refusal to Rent

The UARK Ballroom management shall refuse to rent The UARK Ballroom facility for any event, activity, or performance if it determines that such an event, activity, or performance or the anticipated audience to such event, activity, or performance may cause damage or the unusual risk of damage to The UARK Ballroom facilities or patrons.

Personnel

The UARK Ballroom manager will establish minimum requirements for events and arrange for a house manager as needed.

Coat Checks

The operation of a coat checkroom is the exclusive right of The UARK Ballroom.

Use of Celebratory & Decorative Items

The User agrees to prohibit use of incendiary and difficult-to-clean materials for celebratory and/or decorative purposes. Such items include, but are not limited to, fireworks, rice, birdseed, glitter, confetti, sand, saw-dust, and/or materials that will stain, burn, or otherwise damage The UARK Ballroom Events Facility. Permitted materials include bubbles, streamers, dry-ice machines, special lighting, etc. If prohibited items are used, an additional clean up charge will be charged. No items shall be fastened to any wall or painted surface with tape, nails, tacks, or any other fastener. Additional cleaning charges will be applied if the User chooses to use prohibited items as listed above.

Candles/Candleholders

No open flames are allowed. Candles can be used if they are in a container that comes up above the flame.

Catering

User may make arrangements for catering with an outside licensed caterer to bring in food and non-alcoholic beverages (coffee & tea) which are directly associated with an event for which Use Agreement has been issued. The caterer must be approved by UARK management. The Washington County Health Department regulations prohibit service of food and beverages prepared in other than licensed kitchens. The UARK Ballroom's Kitchen is not a licensed kitchen, it is a catering kitchen.

Any equipment or surfaces used by the caterer must be cleaned and left in the condition to which they were found. Otherwise, a minimum clean up charge of \$200 will be billed to the User.

No cooking or serving containers, utensils, or dishtowels are provided. Tables must be cleared and all garbage must be taken to the outside dumpster when the event is concluded.

Concession Sales

The UARK Ballroom retains the right to operate all concessions, including, soft drinks, coffee, alcoholic beverages, food items, candy and confections before, during, and after any event. Under no circumstances may User or third party acting on behalf of the User sell concessions on The UARK Ballroom property.

Clean-up Responsibilities

User agrees to leave The UARK Ballroom premises in the same condition as existed on the date the User took possession. Normal pre and post event cleaning services will be provided. An additional charge of \$250.00 will be borne by the User in the event of excessive amounts of post event clean up or carpet cleaning. The User shall be responsible for any and all damages to The UARK Ballroom caused by acts of the User, User's agents, and employees and attendees of the User's event.

Direct Billing

We welcome new accounts, and require that credit be established with our Accounting Office thirty days prior to that arrival date if you require billing privileges.

Service Charge & Tax

All charges, including but not limited to, food, beverage, meeting room rental, audio-visual and set-up fees are subject to applicable service charges and taxes as specified on the "Facility Usage Contract." Service fees for bartenders, food station attendants, cashiers, and other additional services are applicable.

Changes, Additions, Stipulations, or Lining Out

Any changes, additions, stipulations, or deletions, including corrective lining out by either The UARK Ballroom or Users(s), will not be considered agreed to or binding on the other unless modifications have been initiated or otherwise approved in writing by the other.

Acceptance

Prior to execution by both parties, this document represents an offer by The UARK Ballroom. Unless The UARK Ballroom otherwise notifies the User at any time prior to the User's execution of this document, the outlined format and dates will be held by the UARK Ballroom for the User on a first-option basis until the specified date. If the User cannot make a commitment prior to that date, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by The UARK Ballroom of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon the UARK Ballroom and the User and shall be governed and construed under the laws of the State of Arkansas.

Event Changes

The User has the opportunity to approve/change room arrangements, event plans, number of attendees, and equipment rentals up to one week prior to the event. Changes made after one week prior to the event will incur a 20% service charge.

Smoking

Smoking is prohibited in all areas of The UARK Ballroom Events Facility.

Marketing Your Event

Use of the UARK Ballroom's Name

In all advertising and promotion for User's event, The UARK Ballroom's name is to be used as a LOCATION ONLY. The UARK Ballroom's logo may not be used without written permission.

In addition, the following disclaimer MUST be used in all event advertising and publicity. Failure to use such disclaimer may result in a marketing fine of \$150.00 assessed at the time of settlement. "This event is being presented by (User). The UARK Ballroom serves only as the location of the event and is in no way responsible for content of the programming."

Payment

If User wishes to pay any portion of its obligations by credit card or company check, the below form must be filled out prior to execution of this Agreement.

Credit Card Number: _____
Expiration Date: _____
Name as it appears on card: _____
Billing Address for card: _____ _____
Signature of card holder: _____ Date: _____

*****The UARK Ballroom LLC management reserves the right to change and to amend these policies at any time*****