



ENTERPRISE STATE COMMUNITY COLLEGE

Enterprise State Community College
Located at: 600 Plaza Drive, Enterprise, AL 36330

Guidelines & Application for Rental & Use of Facilities

Enterprise State Community College is excited to offer a variety of facilities for the benefit of our community and surrounding areas.

Facility Capacities

Black Box Theater at Forrester Hall: 104 Fixed Seats
Multipurpose Room at LBW: 200-300

Athletic Facilities

Track and Field Area
Gymnasium
Sports Complex

**please see rental fees for more capacity details*

Please schedule all dates and arrangements for the use of the facility with the Business Office.
You can reach the Business Office at (334) 347-2623 or email businessoffice@escc.edu.

FACILITIES USE AGREEMENT – Enterprise State Community College

This agreement, entered into between the ENTERPRISE STATE COMMUNITY COLLEGE, an Alabama Community College System entity (hereinafter called “College”), and _____ (hereinafter called “LICENSEE”), shall constitute a Facilities Use Agreement for the express purpose of renting property belonging to Owner Located at 600 Plaza Drive, Enterprise, Alabama (hereinafter “the Premises”), and is based on the following considerations:

This facilities use agreement is independent of any agreement for rental of the Jimmy H. Baker Center for the Arts Facilities and only pertains to other campus facilities and its various spaces to include Black Box Theater at Forrester Hall, Multipurpose Room at Lurleen B. Wallace Hall, Athletic Facilities such as Track and Field Area, Gymnasium, and Sports Complex. This Facilities Use Agreement does not cover, nor permit rental or use of any other part of the Campus, including Academic Spaces, such as Classrooms and Practice Rooms, unless otherwise noted.

APPLICATION PROCEDURES

Applications may be made at least fourteen (14) calendar days prior to the event date on forms provided by the College. Applicants are encouraged to plan their event as far ahead of time as possible.

The application process and preparation for the use of a facility or facilities can take up to two (2) weeks to process. Therefore, late application requests may not be approved.

A signed application, facilities use agreement (also referred to as the MOA/Memorandum of Agreement) and Certificate of General Liability Insurance are required of all users of the College facilities, prior to occupying the premises, as well as payment by the payment deadline. Payment in full shall be due no later than 14 calendar days before the event or the date that the Agreement is entered if within 14 calendar days of the event.

College events and activities supersede all external usage of any campus grounds and/or facility. Therefore, the College may require a scheduled event to be rescheduled, relocated or cancelled for a necessary College Activity to take place.

GENERAL GUIDELINES

1. Except as provided herein, the President of the College serves as sole and final determinant as to policy interpretation and facility usage. The President always has the right of refusal at any time if the performance, event, or activity does not align with the college mission or is otherwise not in the best interest of the College.
2. Any modifications or notations to this standard contract must be initialed by the President. If the President’s initials are not present, any modifications or notations to the standard contract are null, void, and invalid.
3. All exhibits, events, or performances of any nature are always subject to approval by the President of the College.
4. The College Buildings are non-smoking facilities. Smoking is not permitted anywhere inside the facilities at any time. This includes smokeless and vaping products.
5. No open flame is allowed in any space at the College’s facilities without prior approval of the President. Exceptions include enclosed wicked candles that meet the following safety requirement:
 - . Candles must be fully enclosed in a sturdy, non-flammable container such as a glass hurricane, votive holder, or lantern.
 - . The flame must remain entirely below the top edge of the container at all times.
 - . Candles must be placed on stable, heat-resistant surfaces and kept away from all flammable materials (such as draperies, decorations, paper).
 - . Candles must not be left unattended and must be fully extinguished before leaving the space.
 - . ESCC reserves the right to prohibit candle use if they see deem necessary.
6. No alcohol or illegal drugs are permitted anywhere on the property.
7. No weapons of any kind are allowed on the College’s property.
8. No material, substance, equipment, or object which is likely to endanger life or cause bodily injury to any person(s), or which is likely to constitute a hazard to property shall be permitted on the premises without prior written approval of the Chief of Campus Police.

9. No activity on the premises shall violate any federal, state, or local law, ordinance, or rule of the City of Enterprise, Coffee County, Alabama, or the fire marshal.
10. Animals of any kind are not permitted in College Facilities at any time Trained Service animals for individuals with disabilities are exempt.
11. No part of the College may be sublet, nor can the LICENSEE assign this facilities use agreement or premises to a third party.
12. No items may be delivered to College facilities for storage prior to LICENSEE'S event.
13. The College accepts no responsibility or liability for any items left unattended in the facilities or on its grounds.
14. The College shall make sole determination on the temperature setting and all HVAC settings for the duration of the occupancy of the LICENSEE in order to minimize costs.
15. The College requires that the LICENSEE have an authorized representative on premises anytime anyone connected to the LICENSEE's event is inside the facility or around its grounds.
16. The LICENSEE must obtain and provide evidence to the Director of Financial Services of proper Liability Insurance prior to occupancy of the facility. (See insurance requirements below).
17. The Gymnasium and Sports Complex Concessions Areas are available for use and included in their respective facilities use rates upon request. LICENSEE must provide all Concession Area goods and services.
18. Haze and smoke are not permitted in any of our premises spaces through this agreement.

INSURANCE REQUIREMENTS

1. LICENSEE is required to fully ensure itself, its officers, directors, employees, agents and presentations, at its own expense:
 - At least \$1,000,000.00 per occurrence of comprehensive general liability (personal injury, including bodily injury including death and property damage) and
 - At least \$1,000,000.00 per occurrence of property damage, theft and fire insurance for all properties brought into the facility including without implied limitation the property 3rd persons under the control of the College or LICENSEE.
2. LICENSEE shall provide, at its sole expense, a certificate of liability insurance coverage naming Enterprise State Community College, the Alabama Community College System, and its Board of Trustees as additional insureds upon signing the contract and in accordance with the following:
 - Public Liability Insurance covering the LICENSEE'S liability for all operations performed by LICENSEE or any subcontractors in the amount of:
 - Bodily injury - 1 million per person, subject to 3 million aggregate for anyone accident involving more than one person.
 - Property damage Liability - 1 million per accident.
 - Contractual Liability
 - Bodily Injury - \$1,000,000.00 per person, 3 million per accident.
3. The College, the Alabama Community College System, or its Board of Trustees shall not be liable to LICENSEE for any kind or nature of damage whatsoever which LICENSEE may incur as a result of vandalism or malicious mischief.

SAFETY & SECURITY

1. In the event of an emergency, the Chief of Campus Police and/or On-Duty Officers and all other LICENSEE staff will be responsible to safely assist patrons and performers in leaving the facility, contacting the appropriate authorities and notifying the College staff immediately.
2. Passageways, exits, and exit doors must remain clear, unlocked, and unobstructed at all times while the facility is in use.
3. LICENSEE is responsible for all temporary cables and wiring, which must be enclosed in appropriate covers or otherwise secured in pedestrian traffic areas.
4. The Chief of Campus Police is responsible for determining the quantity of Officers required for an event.

FURNITURE, SIGNAGE, DECORATIONS, & INSTALLATIONS

1. No furniture, pictures, or other furnishings that are property of the College may be removed or relocated.
2. No decorations, signs, banners, or other items may be attached to any structure or surface in or on the College Facilities by nailing, pinning, taping, or gluing of any kind.
3. Repairs or damage resulting from the violation of Item 2 shall result in the LICENSEE being billed for the cost of repair.

HOUSEKEEPING

1. All premises areas must be returned to the same condition as they were prior to use, reasonable wear and tear excepted.
2. LICENSEE is responsible for removing all decorations and personal items. All trash and garbage must be collected, placed in trash bags, and securely tied to prevent spillage. Floors must be swept of all food, paper, and other materials, and any spills must be properly mopped.
3. The College will provide trash cans, can liners, brooms, and mops for the LICENSEE's use.
4. If cleaning or repairs beyond normal wear and tear are required, including damage or excessive cleaning needs, as determined by the Director of Facilities, the LICENSEE shall be responsible for all associated costs.

CANCELLATIONS & BREACH OF AGREEMENT

College Initiated Cancellations

1. The College and its President reserve the right to cancel an event prior to or during said event being held at the College if (a) the LICENSEE, its employees, subcontractors, agents, or guests violates or fails to adhere to any term or condition of this agreement, (b) the LICENSEE, its employees, subcontractors, agents, or guests violates the law, (c) the LICENSEE, its employees, subcontractors, agents, or guests become a risk of harm to the public or facility as determined by the College, (d) due to acts beyond their control including but not limited to natural disasters, acts of war, civil unrest, government restrictions, or pandemics (hereinafter called "Force Majeure"), or (e) the President of the College determines the event should be refused, closed, or cancelled for any reason.
2. For cancellations of an event for reasons listed in Paragraph 1(a)(b)(c), cancellation includes complete forfeiture of all rent monies paid; and the LICENSEE will have no claim against the College or President whether for a refund of monies, lost revenue or sales, or for breach of the Facilities Use Agreement; and the LICENSEE also agrees to pay all monies due to the College for all services rendered up to the point of cancellation.
3. The College is not liable for failure of the ability of the LICENSEE to present event(s) indicated in this agreement due to Acts of God, such as acts or regulations of public authorities, labor disputes, strike, acts of terrorism, civil unrest, and epidemic.

LICENSEE Initiated Cancellations

1. The LICENSEE may cancel the event(s) listed in this agreement up to 10 business days prior to the event with no loss of the rental fees or other rates paid. If an event is cancelled less than 10 business days before the event for any reason by the LICENSEE, 50% of the combined rental fees and other rates owed will still be due or forfeited if paid. If an event is cancelled less than 5 business days before the event for any reason by the LICENSEE, 100% of the combined rental fees and other rates will still be due or forfeited if paid. The College may elect to apply the rental rates to another date for the LICENSEE, but this is entirely discretionary and is not required by the College.
2. The LICENSEE affirms that the College is not liable for any monies owed to patrons who purchased tickets for the event(s).

AVAILABILITY & SCHEDULING

College Facility events and rehearsals may be held during the following hours*:

Sunday - Saturday.....7:30am – 10:00pm

*Additional hours may be negotiated based on need and staff availability

EQUIPMENT: See application form

RENTAL RATES

	Black Box Theater (Forrester)	Multipurpose Room (LBW)
Capacity Notes	104 Fixed	200 (R)* 300 (A)* 300 (S)*
Day Rate (Up to 4 Hours) Sunday-Saturday	\$200	\$200
Day Rate (ea add'l hour) Sunday-Saturday	\$50	\$50
***Security Rate (per hour, per Officer) Sunday-Saturday	\$25 per hour**	\$25 per hour**
***Technician (TBD by ESCC)	\$25 per hour**	\$25 per hour**
***Custodial Staff (TBD by ESCC)	\$25 per hour**	\$25 per hour**

	Track and Field	Gymnasium	Baseball Field	Softball Field
Day Rate (Up to 4 Hours) Sunday-Saturday	\$100	\$100	\$100	\$100
Day Rate (ea add'l hour) Sunday-Saturday	\$50	\$50	\$50	\$50
***Security Rate (per hour, per Officer) Sunday-Saturday	\$25 per hour**	\$25 per hour**	\$25 per hour**	\$25 per hour**
***Technician (TBD by ESCC)	\$25 per hour**	\$25 per hour**	\$25 per hour**	\$25 per hour**
***Custodial Staff (TBD by ESCC)	\$25 per hour**	\$25 per hour**	\$25 per hour**	\$25 per hour**

*Term Abbreviations – Round tables with 8 chairs(R), Audience non fixed seating (A), Standing Reception(S)

**If event is on official College Holiday, hourly rate is doubled.

***TBD by ESCC

INDEMNIFICATION

LICENSEE shall protect, indemnify, defend and hold harmless Enterprise State Community College, the Alabama Community College System, the Alabama Community College System Board of Trustees and their respective agents, employees, member, directors, officers, successors and assigns, from and against all claims, losses, damages, and injuries, including but not limited to property damage, bodily injury or death, of every kind or character in any way arising from User's use of the facility or caused by or arising from the acts or omissions of LICENSEE, but such indemnification shall not be applicable if the loss, damage or injury is proximately caused by the gross negligence or misconduct of Enterprise State Community College.

OTHER TERMS

1. The LICENSEE agrees to abide by all rules, regulations and policies of the College as set forth in this agreement. The LICENSEE states that LICENSEE has read all usage guidelines, understands them, and agrees to abide by them.
2. The LICENSEE agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and LICENSEE agrees to pay to the College upon demand, such sums as shall be necessary to restore said premises to their present condition with the exception of ordinary use or wear.
3. Should the LICENSEE present or allow the presentation of any composition, work, or material covered by copyright, the LICENSEE will furnish to the College, prior to the performance, evidence that is satisfactory to the College that any royalty or other charge or permission has been paid or obtained. LICENSEE agrees to indemnify and hold harmless the College for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
4. This Agreement and the attached Facilities Use Application are the entire agreement of the parties regarding the items herein, and replaces, when signed by both parties, any prior agreements, whether oral or in writing, between them. Any amendment to this Agreement must be in writing and signed by both the College and the LICENSEE. This written Agreement supersedes any and all inferred oral contracts and obligations between the College and the LICENSEE.
5. This Agreement will be reviewed and interpreted under the laws of the State of Alabama, and as such, any legal action necessitated by breach or other failure of the Agreement shall occur in the court system of the State of Alabama.
6. This agreement is contingent on the written approval of the President of the College, which approval shall be evidenced by his signature on this document.
7. This Agreement constitutes the final, complete, sole, and exclusive agreement between the Parties, and all prior agreements, contracts, representations, negotiations, statements, explanations, assurances, and promises (whether oral or written) are merged into it. No other promises, agreements, or explanations of any kind have been made to LICENSEE by any persons or entities whatsoever (other than LICENSEE's advisor) to cause LICENSEE to agree to and sign this Agreement.
8. By executing this Agreement below, LICENSEE expressly acknowledges and agrees that LICENSEE has carefully read and fully understands and agrees to the meaning and intent of this Agreement, including its final and binding effect, and that LICENSEE knows and understands its contents and signs it of LICENSEE's own free will without duress, coercion, or undue influence.
9. No provision in this Agreement shall be interpreted for or against any party because that party or that party's representative drafted the provision.
10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Scanned copies of the Agreement with signatures will be deemed an original.
11. By signing below, both parties also acknowledge that they have the authority to enter into this agreement for themselves and the organization(s) they represent.
12. By signing this contract, the LICENSEE affirms, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

SIGNATURES

FOR THE LICENSEE

Signature: _____

Date: _____

Printed Name: _____

Title: _____

FOR THE COLLEGE

Signature: _____

Date: _____

Printed Name: **Daniel Long**

Title: **President, ESCC**