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.

RENTAL 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 "LESSEE"), shall constitute a Rental Agreement for the express purpose of renting property belonging to Owner Located at 600 Plaza Drive, Enterprise, Alabama (hereinafter "the Rental Property"), and is based on the following considerations:

This rental 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 Rental 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 and for the users request for the use of equipment, custodial services, A/V technician, etc. and required campus security to be arranged in a timely manner. Therefore, late application requests may not be approved.

A signed application, rental agreement (also referred to as the MOA for 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 upon receipt of invoice.

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 written approval of both the Campus Facilities Director and Chief of Campus Police.
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) on the premises, 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, without previous arrangements and approval having been made with the Chief of Campus Police in writing. Trained Service animals for individuals with disabilities are exempt. "Trained service animals" does not include emotional support animals.

11. No part of the College may be sublet, nor can the LESSEE assign this rental agreement or rental space to a third party.
12. No items may be delivered to College facilities for storage prior to LESSEE'S event load-in date and time without written authorization of the Director of Financial Services.
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 LESSEE in order to minimize costs.
15. The College requires that the LESSEE have an authorized representative on premises anytime anyone connected to the LESSEE's event is inside the facility or around its grounds.
16. The LESSEE must obtain and provide evidence to the Director of Financial Services of proper Liability Insurance prior to occupancy of the facility. (See insurance requirements).
17. The Gymnasium and Sports Complex Concessions Areas are available for use and included in their respective rental rates upon request. LESSEE must provide all Concession Area goods and services.
18. Haze and smoke may only be used upon written approval of both Director of Facilities and Chief of Campus Police but is not provided by the College.

INSURANCE REQUIREMENTS

1. LESSEE 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) and
    - At least $1,000,000.00 per occurrence of property damage, theft and fire insurance for all properties brought into the theater including without implied limitation the property 3rd persons under the control of the College or LESSEE.
2. LESSEE shall provide, at its sole expense, a certificate of liability insurance coverage naming Enterprise State Community College as additional insured upon signing the contract and in accordance with the following:
    - Public Liability Insurance covering the LESSEE'S liability for all operations performed by LESSEE or any subcontractors in the amount of:
        - Bodily injury - $100,000.00 per person, subject to $300,000.00 aggregate for anyone accident involving more than one person.
        - Property damage Liability - $50,000.00 per accident.
    - Contractual Liability
        - Bodily Injury - $1,000,000.00 per person, $300,000.00 per accident.
3. The College shall not be liable to LESSEE for any kind or nature of damage whatsoever which LESSEE 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 LESSEE 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. LESSEE 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 without the written permission of the College.
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 without the written permission of the College.
3. Upon determination by the Director of Facilities, any excessive repairs or damage resulting from the violation of Item 2 shall result in the lessee being billed for the cost of repair.

HOUSEKEEPING

1. LESSEE is responsible for cleaning the rental area unless a comprehensive clean-up has been previously contracted.
2. LESSEE is responsible for taking down any and all decorations, collecting trash/garbage into trash bags and placed in dumpster(s), sweeping floors and mopping all spills.
3. The College will provide trash cans, can liners, brooms, and mops.
4. All rental areas must be returned to the state in which they were found prior to rental use.
5. Comprehensive Clean up may be provided for a fee.
6. If cleaning services above and beyond normal wear and tear such as damages that require having to pay to repair or clean items, as determined by the Director of Facilities, the LESSEE shall pay for the repair.

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 LESSEE, its employees, subcontractors, agents, or guests violates or fails to adhere to any term or condition of this agreement, (b) the LESSEE, its employees, subcontractors, agents, or guests violates the law, (c) the LESSEE, its employees, subcontractors, agents, or guests become a serious 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 LESSEE will have no claim against the College or President whether for a refund of monies, lost revenue or sales, or for breach of the Rental Agreement; and the LESSEE 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 LESSEE 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.

LESSEE Initiated Cancellations

1. The LESSEE may cancel the event(s) listed in this agreement up to thirty (30) business days prior to the event with no loss of the rental fees or other rates paid. If an event is cancelled less than thirty (30) business days before the event for any reason by the LESSEE, 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 ten (10) business days before the event for any reason by the LESSEE, 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 LESSEE, but this is entirely discretionary and is not required by the College.
2. The LESSEE 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

GENERAL RENTAL RATES

Final pricing to be determined by the President and/or the President's Facility Rental Appointee

	Black Box Theater (Forrester)	**Multipurpose Room (LBW)**
Capacity Notes	104 Fixed	200 (R)* 300 (A)* 300 (S)*
Day Rate (Up to 6 Hours) **Sunday-Saturday**	$300	$300
Day Rate (Over 6 Hours) **Sunday-Saturday**	$600	$600
***Security Rate** (per hour, per Officer) **Sunday-Saturday**	$25 per hour**	$25 per hour**
Technician (Optional)	$25 per hour**	$25 per hour**
Comprehensive Cleaning (Optional)	$100	$200

			Sports Complex		
	Track and Field	**Gymnasium**	**Baseball Field**	**Softball Field**	**Batting Cage**
Day Rate (Up to 6 Hours) **Sunday-Saturday**	$150	$300	$150	$150	$50
Day Rate (Over 6 Hours) **Sunday-Saturday**	$250	$600	$250	$250	$100
***Security Rate** (per hour, per Officer) **Sunday-Saturday**	$25 per hour**	$25 per hour**	$25 per hour**	$25 per hour**	N/A
***Technician** (Optional)	$25 per hour**	$25 per hour**	$25 per hour**	$25 per hour**	N/A
Comprehensive Cleaning (Optional)	$200	$200	$200	$200	N/A

*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.
***Officers and Technicians must be present 30 minutes before and after the event

INDEMNIFICATION

The LESSEE shall assume full responsibility for the conduct and actions of any guest, staff member, volunteer, or visitor who attends an event it is sponsoring. LESSEE assumes the risk of all damage, loss, cost and expense, and agrees to indemnify and hold harmless Enterprise State Community College, its officers, agents and employees from and against any and all liability, damage, loss, cost and or expense which may occur to or be sustained by the LESSEE, its guests, staff, volunteers or visitors, officers, agents or employees or for any claim, suit or action made or brought against the LESSEE, its agents or employees, in connection with the activities provided by this Agreement.

OTHER TERMS

1. The LESSEE agrees to abide by all rules, regulations and policies of the College as set forth in this agreement. The LESSEE states that LESSEE has read all usage guidelines, understands them, and agrees to abide by them.
2. The LESSEE agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and LESSEE 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 LESSEE present or allow the presentation of any composition, work, or material covered by copyright, the LESSEE 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. LESSEE 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, the attached Rental Application and Rental Invoice 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 LESSEE. This written Agreement supersedes any and all inferred oral contracts and obligations between the College and the LESSEE.
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 LESSEE by any persons or entities whatsoever (other than LESSEE's advisor) to cause LESSEE to agree to and sign this Agreement.
8. By executing this Agreement below, LESSEE expressly acknowledges and agrees that LESSEE has carefully read and fully understands and agrees to the meaning and intent of this Agreement, including its final and binding effect, and that LESSEE knows and understands its contents and signs it of LESSEE'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.

SIGNATURES

FOR THE LESSEE		FOR THE COLLEGE	
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____
Printed Name:	_____	Printed Name:	**Daniel Long**
Title:	_____	Title:	**President, ESCC**