



EXTERNAL AGREEMENT FOR USE OF FACILITIES

EVENT SUMMARY

Group: _____ Billing #: _____

Event Date(s): _____ Event Time(s) _____

Reserved Location(s)* _____

Event Description/Set-up/Details:

[Empty rectangular box for event description]

Event Total: \$ _____ Pricing Plan: _____ External _____ External Non-Profit

This agreement made and entered into Today (Date and Time Stamped in Footer), by and between Delgado Community College ("College") and Group Named Above ("Registrant"), for the purpose of conducting a seminar, conference, celebration, or program hereinafter "event" on the premises of Delgado Community College. This agreement is NOT valid without ALL required signatures below.

1. FACILITIES AND SERVICES

The College agrees to provide premises and setup to Registrant as stated above in Event Summary.

Access to Premises: The College shall grant access to contracted premises one (1) hour prior to event start time for the purpose of general set up, preparation, or decoration of event space. All decorations must be removed and discarded at conclusion of event. Registrant must leave premises within one (1) hour after event ending time as stated above in Event Summary or additional charges will apply.

*Applicable to Timothy K. Baker Theatre Only:

Approval of use of Theatre Department and Vice Chancellor for Academic and Student Affairs required. Must be coordinated through Delgado Theatre Department. Registrant is responsible for handling of all ticket transactions and securing funds. Registrant agrees to enforce no food allowed inside Theatre, including ramps.

Use of Premises: Registrant shall indemnify and hold harmless the College, its agents, servants, officers, and employees against all losses, claims, suits, liability, and expense resulting from or arising in connection with or incidental to Registrant use of College's premises and/or facilities including, but not limited to, personal injury, property damage, court costs and attorney fees.

2. FOOD AND BEVERAGE/ EXCLUSIVE VENDORS

Exclusivity: The College's contracted food service representative, Olive Tree, is the official college caterer. Registrant is required to utilize Olive Tree as the only authorized caterer and provider of food and non-alcoholic beverages for the event. Registrant may not enlist the services of any other catering company or supply food and beverages from any other source for use during event. Registrant further agrees to not sell food, beverages, or merchandise for which the College has official vendors. Registrant acknowledges the exclusive nature of the contract between the College and the official college caterer, Olive Tree, and the official merchandiser, Delgado Bookstore (Barnes & Noble College Booksellers, Inc.) and agrees to negotiate with the caterer and/or merchandiser accordingly.

3. DELGADO POLICE

Required Coverage: Registrant agrees to hire Delgado Police Officers to provide general security services for the event with the final, non-negotiable officer detail number to be determined by the Delgado Director of Campus Police.

College Arrangements: The College, on behalf of the Registrant, shall complete all internal paperwork and follow internal protocol to request detailed Delgado police officers for the event date.

4. CUSTODIAL PRESENCE

Required Coverage: Registrant agrees to hire Delgado custodians to provide general cleaning services for the event with the final, non-negotiable number to be determined by Delgado's Executive Housekeeper. Custodial presence will be determined according to details of the event.

College Arrangements: The College, on behalf of the Registrant, shall complete all internal paperwork and follow internal protocol to request custodial presence for event.

5. FINANCIAL ARRANGEMENTS

Payment Schedule: Registrant agrees to pay all estimated fees as stated above and all additional Delgado Police and Custodial Presence charges as required as per Sections 3 and 4 above. The balance owed is due three (3) business days prior to the date of the event. If such payment is not received, the College may cancel this contract with no further notice. In the event additional charges apply, the College will provide Registrant with an invoice listing all additional charges and/or credits for event. Registrant will pay the College for all unpaid charges no later than thirty (30) days after the date of the event.

Payments: Payments due shall be made using cash, personal check, money order, cashier's check, or credit card. All major credit cards are accepted. All checks shall be payable to "Delgado Community College," and sent to "ATTENTION: Accounts Receivable Office, Delgado Community College, 615 City Park Ave., N. O., LA 70119," and must include contract reservation number.

Damages: Registrant shall be held financially responsible for any and all damages to facilities including but not limited to tables, chairs, furniture, carpets, walls, wallpaper, fixtures, dinnerware, audiovisual equipment, doors, locks, telephone/computer lines and glass that result from Registrant's use of premises. Upon completion of the event and inspection of the facility by facility manager, if any damages are noted the Registrant agrees to cover the cost of repairs.

Failure to Pay: Invoices more than sixty (60) days past due will be sent to the Attorney General's Office and collection cost and/or legal fees will be paid by the Registrant.

6. CANCELLATION

Cancellation: Registrant may cancel this agreement in writing within three (3) business days prior to Event Reserved Date/Time as stated above in *Event Summary* and receive a full refund. If Registrant does not cancel in writing within 72 hours prior to Event Reserved Date/Time as stated above in *Event Summary*, Registrant shall be responsible for 50% of total known charges. The College may cancel this agreement if, in the College's judgment, sufficient information is not provided by Registrant for planning purposes fifteen (15) business days prior to the event date or if Registrant in obtaining initial approval from the College misrepresented the nature of the activity. In such cases, any payments will be returned. This agreement may be terminated at any time when the facilities are required for the College, for emergency use, or during emergency or facility closure. Under such circumstances any payments will be refunded to Registrant and the College's liability shall be limited to repayment of any payments paid by Registrant.

Force Majeure: In the event of acts of God, war, strikes, riots, or any other force majeure event, all payments shall be applied to another date with no penalty, based upon availability. If the event cannot be rescheduled in the foreseeable future due to a force majeure event, the College will refund Registrant 50% of any payments.

7. INSURANCE AND INDEMNIFICATION

Insurance: Registrant shall procure, pay for and maintain the minimum insurance coverage as follows: Commercial General Liability Insurance, coverage with limit of liability not less than \$1,000,000 per occurrence. Delgado Community College must be named as an additional insured.

Alcohol: If alcohol is to be served and consumed at the event, the general liability policy shall be endorsed to provide liquor liability coverage for the event. If a third party is to be hired to serve alcohol at the event, Registrant shall provide verification of the third party's liquor liability coverage. If alcohol is to be sold, a city/state permit shall be furnished by Registrant.

Acceptability of Insurers: Insurance is to be placed with insurers with A.M. Best's rating A-:VI or higher.

Verification of Coverage: Registrant shall furnish the College with certificate of insurance affecting coverage required by this clause. The certificates for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. Certificates are to be received and approved by the College within ten (10) days prior to the date of the event. State of Louisiana agencies are covered State self-insured policies through the Louisiana Office of Risk Management and are not required to provide certificates of insurance.

We, the undersigned, do hereby enter into this facilities and service agreement as witnessed by our signatures below:

EXTERNAL ORGANIZATION (REGISTRANT)

BY: _____ **Date:** _____

Print Name: _____

Organization: _____

Address: _____

Phone #: _____

DELGADO COMMUNITY COLLEGE

BY: _____
Campus/Site Administrator Date

BY: _____
Executive Director, Financial Services / Associate Controller Date

BY: _____
Vice Chancellor for Academic and Student Affairs Date

BY: _____
Vice Chancellor for Business and Administrative Affairs Date
(Certifies Charges Reflect Approved Rental Rate Category)