



RENTAL CONTRACT for the
DONALD W. REYNOLDS PERFORMANCE HALL
UNIVERSITY OF CENTRAL ARKANSAS

The UNIVERSITY OF CENTRAL ARKANSAS (hereinafter "UNIVERSITY") agrees to provide the DONALD W. REYNOLDS PERFORMANCE HALL (hereinafter "PERFORMANCE HALL") to the **Jason Rapert for Senate** (hereinafter "INDIVIDUAL/SPONSOR") for **Stand Up America** (hereinafter "ACTIVITY/PROGRAM") on the terms and conditions specified in this Agreement.

1. PURPOSE

The UNIVERSITY agrees to allow the INDIVIDUAL/SPONSOR to have the use of the PERFORMANCE HALL for the ACTIVITY/PROGRAM during the period of use defined in section two (2).

2. PERIOD OF USE

The PERFORMANCE HALL may be used by the INDIVIDUAL/SPONSOR on **October 21, 2014; 2:00 PM to 10:00 PM** (See Rental Direct Cost Worksheet) for the ACTIVITY/PROGRAM identified above.

3. TIME AND MANNER OF PAYMENT

Invoice # 506141

INDIVIDUAL/SPONSOR agrees to pay a rental fee and direct cost of **\$1,780.00** on or before **10/31/14**.

4. ESTIMATED ATTENDANCE

The INDIVIDUAL/SPONSOR expects approximately **1175** for the ACTIVITY/PROGRAM.

5. LOSS OF OR DAMAGE TO UNIVERSITY PROPERTY

In the event of loss of or damage to university property caused by INDIVIDUAL/SPONSOR, its members, participants, volunteers, guests, agents, audience members, or invitees, normal wear and tear excepted, INDIVIDUAL/SPONSOR agrees to pay full costs of repair or replacement within thirty (30) days after receipt of the UNIVERSITY'S written statement of charges.

6. LOSS OF, OR DAMAGE TO INDIVIDUAL/SPONSOR'S PROPERTY

The UNIVERSITY assumes no responsibility for property of INDIVIDUAL/SPONSOR, its members, participants, volunteers, guests, agents, audience members, or invitees, that may be lost, stolen, or otherwise damaged.

7. INDEMNITY; INVESTIGATION OF CLAIM

INDIVIDUAL/SPONSOR agrees to indemnify and hold harmless the UNIVERSITY, against all claims, demands, suits, causes of action, or judgments any person had, now has, or may have in the future arising out of or in any manner connected with the ACTIVITY/PROGRAM at the University which is the subject of this Agreement.

INDIVIDUAL/SPONSOR will cooperate fully with the UNIVERSITY in any UNIVERSITY investigation of any claim or potential claim made by any person or organization in connection with services provided pursuant to this Agreement.

8. PARKING

Parking is available on campus in designated areas only.

9. PROHIBITIONS AND DUTIES OF INDIVIDUAL/SPONSOR

The INDIVIDUAL/SPONSOR agrees that to abide by the following rules and SPONSOR agrees to orient its members, volunteers, participants, guests, agents, and invitees of the absolute ban on: (1) the presence or consumption of alcoholic beverages in or on any university property; (2) the possession or use of any illegal drugs; and (3) the presence or possession of firearms.

10. FORCE MAJEURE

If either the UNIVERSITY or the INDIVIDUAL/SPONSOR is delayed or prevented from the fulfillment of its program by reason of an Act of God, fire, flood, war, public disaster, or any other cause beyond its control, such party shall not be liable to the other, and the parties shall, if each so desires and where feasible as determined by the UNIVERSITY, make such further arrangements as are mutually satisfactory to the parties to carry out the purposes and intent of this Agreement.

11. TERMINATION

If the INDIVIDUAL/SPONSOR fails to perform any of its respective obligations hereunder, the UNIVERSITY may terminate this Agreement forthwith upon notice to the INDIVIDUAL/SPONSOR thereby retaining the non-refundable deposit. Additionally, failure to comply with the provisions of this Agreement may result in the denial of the INDIVIDUAL/SPONSOR'S future usage.

12. USE OF UNIVERSITY NAME

INDIVIDUAL/SPONSOR agrees that no advertisement or other public statement made by it or its agents in connection with this Agreement, in any manner or medium, shall assert or imply that the UNIVERSITY supports, approves, endorses any product, service, interest, position, or ideology of the INDIVIDUAL/SPONSOR, unless such advertisement or statement has been approved, in writing, by the UNIVERSITY in advance of publication. Provided, however, that the INDIVIDUAL/SPONSOR is permitted to state, assert or otherwise imply that the UNIVERSITY is the site of the event.

13. SOLICITATION

Any sales or solicitation on university property must comply with the Solicitation Policy and applicable state laws.

14. ASSIGNMENT PROHIBITED:

INDIVIDUAL/SPONSOR shall not assign this Agreement without the prior written consent of the UNIVERSITY.

15. APPLICABLE LAW

The parties acknowledge and agree that this Agreement shall be governed, construed and entered into pursuant to the laws of the State of Arkansas.

16. LIMITATIONS, INTEGRATION OR MODIFICATION

The parties understand and acknowledge that use of the PERFORMANCE HALL may require additional provisions. These additional provisions, if necessary, will be contained in an Addendum to this Agreement. Other than requirements that are contained in an Addendum, this writing constitutes the entire understanding of the parties concerning the subject matter hereof, and no modification of this Agreement shall be binding on either party unless reduced to writing and signed by both.

This Agreement pertains solely to the ACTIVITY/PROGRAM identified in section two (2) above.

17. SIGNATURES OF AUTHORIZED REPRESENTATIVES

UNIVERSITY OF CENTRAL ARKANSAS

INDIVIDUAL OR SPONSOR

Amanda Horton
Reynolds Performance Hall Director

[Signature]
Signature

Amanda Horton
Printed Name

Jason Rapert
Printed Name

Director
Title

Jason Rapert For Senate, Candidate
Title (if appropriate)

10/20/14
Date

10/20/14
Date