



# EMBASSY SUITES

by HILTON™

Northwest Arkansas - Hotel, Spa &  
Convention Center

## Agreement

This Agreement ("AGREEMENT") is by and between **Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville** – \_\_\_\_\_ ("Group" or "you" or "your(s)") and Fayetteville A&P Commission, d/b/a Fayetteville Town Center (the "facility" or "we" or "us" or "our").

Especially Prepared for:	
Group Contact Name:	
Title:	
Address:	
City, State, Zip:	
Phone:	
Email:	

Facility Information:	
Name of "Event":	
Date(s) of Event:	
Facility Contact:	Tina Archer
Title:	Director of Sales
Phone:	479-935-4527
Email:	tarcher@twncenter.com

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
	: AM	: PM		Room Name	Room setup	##	\$
	: AM	: PM		Room Name	Room setup	##	\$
	: AM	: PM		Room Name	Room setup	##	\$

*Specific meeting rooms cannot be guaranteed and are subject to change unless the entire building has been rented.*

The facility will provide all the function space you require in accordance with the schedule of events which is described above. Please ensure that the schedule above includes all space necessary to accommodate set-up and break-down times.

This AGREEMENT is subject to the rules and regulations of facility and the following conditions:

**DEPOSIT AND PAYMENT REQUIREMENTS:** Consistent with Ark. Code Ann. § 19-4-1206, Group will not make a deposit payment. Payment of Event related charges including tax is to be paid after Event. If any such payment is not made, facility may, at its option, deem Event to be canceled, in which case cancellation charges will apply as noted below and facility will retain any deposits on hand and apply them to the cancellation charges.

**Total Estimated Amount Due:** \$ \_\_\_\_\_

**GUARANTEED ATTENDANCE:** The final attendance for your Event must be received in writing by the event services office NO LATER THAN 10:00 AM, three (3) working days before the date of Event. This confirmed number constitutes the final guarantee. If no guarantee is submitted to facility by the specified time and date, the original estimated attendance will be considered the final guarantee.

**CANCELLATION:** If Group or facility cancels at any time between the confirmation of this AGREEMENT and date of Event, the non-canceling party will be entitled to the following fees based on the date of cancellation and the original date of Event; in the event of cancellation, Town Center shall use reasonable efforts to resell use of the facility, and any revenues received, minus reasonable costs of resale, shall be credited against the below cancellation fees.

90 days or more months prior to Event(s), 50% of total estimated amount due.

89-30 days prior to Event(s), 75% of total estimated amount due.

29 - 1 day(s) prior to Event(s), 100% of total estimated amount due.

**GENERAL:** Group agrees to joint use of all common areas which include lobby, plaza, terraces, bathrooms, parking deck, freight docks, service areas and kitchen. Group or Group's Food Service Provider is responsible for food trash removal throughout Event. Parking gate to be raised during arrival of guests.

**OVERTIME:** If facility is not vacated by Group, including Group's guests, completely by 1:00 a.m. following Event, there will be a \$1,000.00 charge per hour after 1:00 a.m.

**SET UP CHARGES:** Should extensive meeting room set-ups or elaborate staging be required, there will be a \$250 set-up charge to cover Facility costs and additional labor. If equipment is necessary that exceeds Facility's inventory, then you agree to pay for the cost of renting this additional equipment. Facility shall provide Group notice upon execution of this Agreement of any set up charges that will apply to the Event.

**SECURITY:** If required, in Facility's reasonable judgment, or upon request of Group, in order to maintain adequate security measures in light of the size and/or nature of the Event, we will provide, at your expense, security personnel supplied by a licensed guard or security agency. Such security personnel may not carry weapons unless prior written approval is granted by Facility.

**SIGNAGE:** All signs must be professionally printed, and their placement and posting must be pre-approved by the Event Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your event service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. To the extent permitted by law. Any damage to Facility as a result of not having prior approval will be billed to Group.

**PLACEMENT OF TABLES AND USE OF DECORATIONS, PROPS AND STAGING:** Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. Group is responsible for ensuring that decorations, props, or staging brought into the facility comply with local fire department regulations. Group may not utilize pyrotechnics.

**PROMOTIONAL MATERIALS:** Facility has the right to review and approve in advance any advertisements or promotional materials in connection with Group and Event which specifically refers to the facility, or uses its name or logo.

**MUSIC:** We reserve the right to control decibel levels in all areas of the facility. You represent that all copyright and publishing fees for all compositions, materials or arrangements performed or played at your Event have been or will be paid in full and are not the responsibility of Facility.

**TAX EXEMPT STATUS:** If Group maintains a tax-exempt status from sales taxes, facility must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from sales taxes.

**INSURANCE AND INDEMNIFICATION:** Facility is not responsible for any loss or damage, no matter how caused, to any samples, displays, properties, or personal effects brought into facility, and/or for the loss of equipment, exhibits or other materials left in facility. Group shall be under no obligation or duty to purchase any insurance. Facility reserves the right to approve all outside contractors hired for use by Group in the facility. Facility reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors.

Pursuant to Article 12, § 12 of the Arkansas Constitution, the Group may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. With respect to loss, expense, damage, liability, claims or demands, either at law or in equity, for actual or alleged personal injuries or property damage arising from Group's performance under this Agreement, Group agrees with Facility that: (a) It will cooperate with Facility in the defense of any action or claim brought against Facility seeking the foregoing damage or relief; (b) It will in good faith cooperate with Facility should Facility present any claims of the foregoing nature against Group to the Claims Commission of the State of Arkansas; (c) It will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, Group reserves its right to assert in good faith all claims and defenses available to it in any proceeding in said Claims Commission or other appropriate forum.

**CREDIT CARD PAYMENTS:** Facility may utilize a third-party service to receive secure electronic payments and signatures authorizing said payments. Group is responsible for third-party service fees if using a credit card.

**TAXES:** All federal and local taxes are charges related to the services rendered by facility for your Event in addition to the prices herein agreed upon, and, if applicable, you agree to pay the rate in effect during the date(s) of your Event in accordance with the payment terms set forth herein.

**HMR TAXES:** Facility expressly prohibits entry of caterers and/or food vender establishments who are delinquent on local HMR taxes.

**FORCE MAJEURE:** No damages from either party shall be due for a failure of performance due to Acts of God, war, terrorist act, riots, disaster or strikes, any one of which make performance impossible. Facility shall have no liability for power disruptions of any kind.

**SEVERABILITY; NON-WAIVER:** Any provision in this AGREEMENT that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this AGREEMENT does not waive that party's right to enforce that or any other term or condition at any time.

**AMENDMENTS/CHANGES:** This AGREEMENT is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of Group and facility's Director of Sales or General Manager.

**COMPLIANCE WITH LAWS AND REGULATIONS:** Group agrees to conduct Event in an orderly manner in full compliance with applicable laws, regulations, and facility rules. Should facility incur any fees or costs associated with Group's compliance with such laws, regulations and rules, Group will be responsible for those fees.

**GOVERNING LAW:** This AGREEMENT is made and to be performed in the City of Fayetteville and State of Arkansas and shall be governed by and construed in accordance with city and state law. Group consents to the exercise of personal jurisdiction over it by the State of Arkansas and agrees that any litigation regarding this AGREEMENT shall be brought and maintained only in the State of Arkansas. In the event of litigation arising from or associated with this AGREEMENT, the parties agree that each party shall be solely responsible for its respective attorneys' fees and costs throughout the entire process of any and all proceedings.

**AMERICANS WITH DISABILITIES ACT:** Responsibility for compliance with the Americans with Disabilities Act ("ADA") shall be allocated as follows: Facility will be responsible for compliance with the Americans with Disabilities Act ("ADA") with respect to: Facility policies, practices, procedures and eligibility criteria; Architectural, communications and transportation barriers in the facility, other than barriers created by or within the control of Group, its agents, representatives or contractors; and, The provision of wheelchair seating spaces in assembly areas. Group shall be responsible for compliance with the ADA with respect to: Group's policies, practices, procedures with eligibility criteria; The provision of auxiliary aids and services in areas designated for the exclusive use of or with the control of Group; Architectural, communications and transportation barriers created by and within the control of the Group, its agents, representatives or contractors.

**EQUAL OPPORTUNITY AND EXECUTIVE ORDERS:** Group's contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**ENTIRE AGREEMENT:** This AGREEMENT shall be deemed accepted only after it has been signed by a representative of Group and thereafter signed by a representative of facility. Group shall present facility an executed version signed by Group's Representative prior to . Upon facility's acceptance of this AGREEMENT, evidenced only by a properly executed copy of the AGREEMENT by facility, the AGREEMENT will be placed on a confirmed basis and will be binding upon facility and Group.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this AGREEMENT on behalf of the party for which they sign.

Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville

**ACCEPTED AND AGREED TO:**

**Group:**

**Fayetteville Town Center:**

Signed By:

Dated:

Signed By:

Dated: