

EXTERNAL AGREEMENT FOR USE OF FACILITIES

This agreement made and entered into this 18th (day) of November 2014 (month) of 2014 (year) by and between Delgado Community College ("College") and William Carey University ("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 EQUIPMENT

The College agrees to provide premises and setup to Registrant as follows: MEETING SPACE

on (DATE): January 1 - July 30, 2015 (TIME): 8 a.m. - 5 p.m.
with the following special requirements (set design, audio/visual, etc.) Includes use of 128 sqft of office space, 75 sqft of lobby space and use of telephones, copier, machine etc.

Access to Premises: The College shall grant access to contracted premises 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. **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

Exclusivity: The College's contracted food service representative, Samantha's Kitchen, LLC, is the official college caterer. Registrant is required to utilize Samantha's Kitchen, LLC's services for all events in the conference center as the only authorized caterer and provider of food and non-alcoholic beverages. Registrant may not enlist the services of any other catering company or supply food and beverages from any other source for use during event.

3. DELGADO POLICE

Required coverage: Registrant agrees to hire Delgado Police Officers to provide general security services during the event with the final, non-negotiable officer detail number to be determined by the Delgado Police Chief. **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 during event with the final, non-negotiable number to be determined by Delgado's Executive Housekeeper. **Custodial Determination:** 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

A. ROOM RENTAL*	\$ 3310.42	*Rooms are rented on a four-hour basis. Additional fees are assessed to
B. POLICE DETAIL	\$	clients exceeding the designated time limit.
C. CUSTODIAL PRESENCE	\$	**Fees for additional services may include, but are not limited to, central
D. TECHNICAL ASSISTANCE	\$	utilities costs incurred outside of the College's normal working hours.
E. CATERING	\$	
F. ADDITIONAL SERVICES**	\$	
Total		\$ 3310.42 (100%) \$ 1655.21 (50%)

Damage Deposit: Registrant shall pay a \$200.00 refundable damage deposit to the College upon the date of signing this agreement. The check will be held by the College and returned in part or in full to the Registrant. 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 (as stated above) the Registrant agrees to the forfeiture of the damage deposit to cover the cost of repairs. Any damages above the cost of the damage deposit will be the responsibility of the Registrant. **Event Down Payment:** Registrant shall make a down payment of 50% of total known charges, excluding damage deposit, upon the date of signing agreement. **Payment of Balance:** The College will provide Registrant with an invoice listing all charges and credits for event. Registrant will pay the College for all unpaid charges no later than 30 days after the date of the event. Compound interest charges accrue at 1% per month after 30 days.

6. CANCELLATION/PAYMENTS

Cancellation: Registrant may cancel this agreement in writing within 15 business days prior to event date and receive a full refund of deposited amounts. If Registrant does not cancel prior to 15 business days before the event date, Registrant shall forfeit all deposited amounts, including damage deposit. The College may cancel this agreement if, in the College's judgment, sufficient information is not provided by Registrant for planning purposes 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, all deposits will be returned. This agreement may be terminated at any time when the facilities are required for the College or emergency use. Under such circumstances, all deposits will be refunded to Registrant and the College's liability shall be limited to repayment of any deposits paid by Registrant. **Failure to Pay:** Invoices more than 60 days past due will be sent to a collection agency and collection cost and/or legal fees will be paid by the Registrant. **Payments:** All checks shall be payable to "Delgado Community College," Controller's Office, 501 City Park Ave., N. O., LA 70119, and must include contract reference number. Most major credit cards accepted.

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 at the event, the general liability policy shall be endorsed to provide liquor liability coverage for the event. 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 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 10 days prior to the date of the event.

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

EXTERNAL ORGANIZATION (REGISTRANT)

BY: Grant Guthrie Date: 12-17-14
Print Name: Grant Guthrie
Organization: William Carey University
Address: 498 Tuscan Avenue, Box 8
Hattiesburg, MS 39401
Phone #: 601-318-6301

DELGADO COMMUNITY COLLEGE

BY: Ashley Chitwood
Executive Dean / Site Administrator date
BY: _____
Controller date
BY: _____
Vice Chancellor, Business & Administrative Affairs date



Requisition/Check Request

William Carey University

☐ Requisition ☒ Check Request

Date 12-17-2014

WCU Dept.: Nursing

Acct. #: 1-3-1022-7208

If check request, check is to be issued to: Delgado Community College
415 City Park Avenue, Building 2 Room 205
New Orleans, LA 70119
Attention: Accounts Receivable Department

Description	Quantity	Unit Price	Total
<u>Room Rental</u>			
<u>January 1 - July 30, 2015</u>			<u>3310.42</u>
<u>Includes use of 128 square feet</u>			
<u>of office space, 75 square feet</u>			
<u>of lobby space, and use of</u>			
<u>telephones, copier machine, etc.</u>			

Please e-mail me a scanned
copy of check when issued.
Thank you
Lorell

TOTAL \$3,310.42

Check one:

- ☐ Check to be mailed to vendor
- ☐ Check to be sent to WCU employee _____
- ☐ Check to be picked up in Accounts Payable Office

[Signature]
Department Head

[Signature] 12-17-14

Budget Director

President/Vice President