University Recreation Natatorium Reservation Information and Application for Meets and Large Group Events

Thank you for your interest in hosting an event in the University Recreation Natatorium. Applicants must submit this application and applicable forms at least 10 University working days before the event. Requests will be reviewed and individuals responsible for coordinating the event will be contacted regarding the status of the request, as well as pertinent instructions regarding policies and procedures affecting the proposed event.

Part 1: General Information

Name of User/Organization:	Application Date:			
Address:	City:	Zip:		
Primary Individual to be Present and Respons	ible: Name			
Email	Cell Phone			
Secondary Individual to be Present and Respo	onsible: Name			
Email	Cell Phone			
Part 2: Event Information Brief Description of Proposed Event:				
Number of Attendees Expected: In water*:*Cannot exceed 400 swimmers	Spectate	ors:		
Event Day(s)/Time(s) Requested: Contact Ky and scheduling.	vle Shunkey at <u>kshunke@ua</u>	rk.edu regarding availability		

Part 3: Reservation Fees

A good faith estimate will be provided based on information received about your event. Fees may vary based on the number of participants in the event, events held during operational or non-operational hours, or supervision needs. Needs will be determined by UREC staff. Line items provided in your estimate are explained below. Event administrators will be invoiced at the completion of the event.

Facility Rental: Cost per hour to reserve any portion of the pool. If a reservation is during open recreation time, hours when the pool is unavailable to UREC members due to set-up, take-down, or warmups will also be calculated. If a reservation leaves one hour or less available for open recreation time, the reservation will be extended to the start/end of open recreation time.

Rate: \$80 per hour

Staffing: Required staffing per hour includes 4 Lifeguards (\$15) and 1-2 Facility/Event Supervisors (\$23). Additional staff may be added for larger groups, special needs, security, or events held during non-operational hours. A staffing cost estimate will be provided with the event estimate.

Equipment and Setup:

- Meet Setup (\$500): Includes tables (up to 30), chairs (up to 100), stages, sound system, microphone, trash cans, extension cords, stanchions, directional signage inside the HPER facility, bleacher/seating configuration, and labor. It does NOT include use of the University of Arkansas Athletics Department starting blocks, scoreboard, or timing system components.
- Other Setup (costs determined on an individual basis according to event needs and UREC special event equipment rental prices)

Services:

- Custodial services (\$300 per day): Required for 2 and 3 day events. Includes cleaning and maintenance of locker rooms, restrooms, pool deck, and bleachers.
- Chemical fee (\$250 per event; \$125 for ROTC): Required for 2 and 3 day events.
- Copies (.10 per B/W side)

Concession/Vending: The University of Arkansas requires all vendors to submit 10% of gross sales, less state and local taxes. Vendors are subject to Concession and Vending Guidelines.

Part 4: Required Documents

The following documents are required 10 University working days before the event: Terms and Conditions Agreement (Appendix A), Certificate of Insurance, Concession and Vending Guidelines (Appendix B).

Office Use Only:

Date(s)/Time(s) granted:
Changes to Open Recreation or Athletics use times/pool configurations:
Documents required/received:
Certificate of Insurance: Required (Y/N) Received on date:/
Terms and Conditions agreement: Required (Y/N) Received on date:/
Concession/Vending agreement: Required (Y/N) Received on date: / /

General Information, Terms, and Conditions of Reservation

In addition to the Terms and Conditions agreement (Appendix A), the following information is listed to help event administrators plan their event, as well as judge the appropriateness of University Recreation facilities for hosting their event.

Facility condition, availability and cancellations

University Recreation makes no warranties or representations regarding the Natatorium and other facilities, and facilities are provided on an as-is condition. The applicant has examined the facility and accepts the same physical condition in which it exists. Misrepresentation of the nature of the event, number of attendees expected, or any other falsification may result in extra staffing fees, limited space availability, entrance of participants into the facility, or other enforcement necessary for the safety of participants.

Reservations are not granted until all required documents are completed and received by University Recreation. Requests are subject to availability in cooperation with both University Recreation and University of Arkansas Swimming and Diving programs.

University Recreation reserves the right to determine the use ability of facilities. University Recreation may postpone, interrupt, or cancel the event due to severe weather, facility evacuations, unforeseen maintenance issues, or other circumstances beyond control. If the event is cancelled by University Recreation, we will make a reasonable effort to reschedule. Rescheduling and refunds will not be granted to users that fail to show for a reserved event.

Duties of University Recreation during meets and large events

University Recreation will provide equipment and setup described in "Reservation Fees", as well as necessary First Aid for emergencies. University Recreation will not provide ice bags for cool-down. General setup and takedown includes equipment setup, trash emptying, deck cleaning, and locker room cleaning.

Duties of meet administrator

Applicant will furnish all other supplies, materials, and equipment required to conduct the event, including, but not limited to: timing system and components, meet/event personnel including timers and facility entrance monitors, athletic training supplies, and directional signage outside of the HPER facility. Applicant is responsible for transporting and loading/unloading their own equipment. Applicant is responsible for set-up, take-down, and cleaning of materials or food specific to the event.

Prohibited items and enforcement

In order to conserve space for event spectators, the following items are not allowed into the building: coolers, large bags, blankets, sleeping bags, chairs, bleacher chairs, or strollers. The meet administrator will provide a volunteer to monitor entrances and assist spectators with their prohibited items. Spectators needing to bring in any items for personal reasons are asked to contact UREC staff ahead of the event.

Participant and spectator rules and behavior

Swimmers and participants may only be in designated areas of the facility, and may not sit or linger in hallways, gymnasiums, classrooms, or other non-reserved spaces. Individuals lounging in these spaces will be asked to return to the Natatorium and balcony areas. Gymnasiums or classrooms are available for rent if extra space is needed, but access will not be granted without approval and rental by a UREC staff member. Participants and spectators are subject to University Recreation rules and policies, and those who do not cooperate will be asked to leave and may have their privilege of future facility use be suspended or revoked. University Recreation staff may stop any activity deemed unsafe.

Parking information

Event personnel and participants are responsible for parking regulations and tickets. Parking areas cannot be reserved or dedicated to an event.

General swim meet information for meet participants, spectators, and coaches

The following information is for the comfort of swim meet participants, spectators, and coaches, and is made available to meet administrators for distribution to meet participants and facility visitors. For questions or accommodations, contact Kyle Shunkey at kshunke@uark.edu.

Swimmer and Team Belongings

Bags are permitted for swimmers, and all items (towel, bathing suit, goggles, dry clothing, lunch/snacks) must remain in the swimmer's bag unless being used. Coolers are prohibited for swimmers. Participants are not allowed to leave items at the end of the day to save their spot on the bleachers, pool deck, or balcony.

Prohibited Items for Spectators

In order to maximize space for spectators, the following items are prohibited: coolers, large bags (except for swimmers), blankets, sleeping bags, chairs, bleacher chairs, strollers, or animals (except for service animals). Spectators needing accommodation are welcomed to contact Kyle Shunkey at kshunke@uark.edu for assistance prior to the event. Event administrators are asked to provide volunteers to help with education and enforcement of prohibited items.

Spectator Areas and Seating

Participant and spectator seating configurations are worked out between the event administrator and University Recreation, and include spaces on the pool deck and in the Natatorium spectator balcony on the 3rd floor of the HPER Building. Spectators are asked to remain in designated spectator areas, and participants are asked to remain in designated swimmer areas. Spectators and swimmers are not allowed to access other areas in the HPER Building, including the student lounge, gymnasiums, classrooms, and hallways, and will be asked to return to designated Natatorium areas. Individuals failing to comply or exhibiting disruptive behavior will be asked to leave the facility.

Team Areas

One table will be allocated for each team. Two tables may be allocated based on team size, but will not be placed next to each other. Coaches will be able to leave appropriate items at their table (swim gear, paperwork, stopwatches, etc.). Chairs will be provided at each table, and coaches are not able to bring in personal chairs.

Directions and Parking

All participants, spectators, and venders coming on to campus are responsible for their own parking. Parking passes may be purchased at the parking and transit office. All parking regulations on the U of A campus are enforced. UREC will not be held responsible for any tickets or towed vehicles due to improper parking before, during or after the event. Please see http://parking.uark.edu/parkmap.pdf for a campus parking map. The following colored signs are posted at each campus lot:

Red = Resident Reserved (no parking anytime without appropriate permit)

Yellow = Faculty Staff (restricted M-F from 7am-8pm)

Green = Student (restricted M-F from 7am-12am)

Metered (P) = enforced from M-F from 7am-8pm

FROM NORTH (HIGHWAY TRAVEL):

Take 1-540S toward Fayetteville
Take exit 66 for AR-112
Turn right onto AR-112 S/Garland Ave/Hall Ave
Turn right onto W Maple St
Turn left onto Stadium Drive
HPER on right

FROM SOUTH (HIGHWAY TRAVEL):

Take I-540N to Fayetteville
Take exit 60 to merge onto AR-112 N/S Cato Springs Rd toward Razorback Rd
Continue to follow AR-112N
Turn right onto Meadow St
Access to HPER on left



TERMS AND CONDITIONS AGREEMENT

In this document, The, wish	, wishing to use the HPER Facility on	
be identified as "Sponsor". The purpose of thi	s event is to hold	The University
of Arkansas will be referred to as "University."	<u>(name of e</u>	event)
Sponsor agrees to pay all charges associated w following schedule:	vith the use of the HPER Facility	y in accordance with the
(Only an estimate!)		
Facility Rental:	=	\$
Staffing:	=	\$
Equipment and Setup	=	\$
Services:	=	\$
Concession and Vending	=	<u>\$</u>
	TOTAL	\$

THE PARTIES AGREE THAT THE FOREGOING SCHEDULE IS AN ESTIMATE ONLY AND THE TOTAL CHARGES MAY BE INCREASED OR DECREASED AS NECESSARY. University shall provide an invoice to sponsor within 5 days after the conclusion of the event which will detail the total charges for Sponsor's event and which Sponsor shall pay in full within 15 days.

INDEMNIFICATION AND INSURANCE:

Event Sponsor agrees to indemnify and hold harmless the University and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising out of Sponsor's performance under this Agreement or as a consequence of the existence of this Agreement. Accordingly, the University shall notify Sponsor promptly in writing of any claim or action brought against the University in connection with this Agreement. On such notification, Sponsor shall promptly take over and defend any such claim or action. The University shall have the right and option to be represented in any such claim or action at its own expense.

Sponsor will maintain in force at all times during the term of this Agreement, with an insurance carrier acceptable to the University, the following insurance:

Comprehensive General Liability -Bodily Injury and Property Damage: \$1,000,000 combined per occurrence.

The coverage and limits shown are to be considered minimum requirements under this Agreement. Sponsor shall furnish a Certificate of Insurance to the University naming the University of Arkansas as an additional insured as evidence of the required coverage.

PRESENCE ON THE UNIVERSITY'S PREMISES:

Sponsor agrees that all persons working for or on behalf of Sponsor whose duties bring them upon the University's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers.

Sponsor shall be responsible for the acts of its employees and agents while on the University's premises. Accordingly, Sponsor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premise. Sponsor shall be responsible for all damages to persons or property caused by Sponsor or any of its agents or employees. Sponsor shall promptly reimburse the University for the cost of repair or replacements necessary to remedy any such damage. Sponsor agrees that, in the event of an accident of any kind, Sponsor will immediately notify the University's Director of University Recreation, and thereafter furnish a full written report of such accident.

Sponsor shall perform the activities contemplated in this Agreement without interfering in any way with the activities of the University's faculty, students, staff or visitors.

USE OF UNIVERSITY FACILITIES:

Sponsor and its employees or agents shall have the right to use only those facilities of the University that have been made available for use under the terms of this Agreement, and shall have no right of access to any other facilities of the University. These limitations shall include, but not be limited to, parking, bulletin boards, and the campus mail system.

SURRENDER OF PREMISES AND EQUIPMENT:

On termination or expiration of this Agreement, Sponsor shall vacate all parts of the University's premises occupied by it and shall restore same to the University in the condition as when originally made available to Sponsor, reasonable wear and tear excepted.

RESPONSIBILITY FOR EQUIPMENT AND MATERIALS:

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, materials, supplies, and other personal property of Sponsor or its employees, agents, or guests while present on the premises.

SECURITY:

The University shall provide its routine security and fire protection service in the facilities covered by this Agreement. If Sponsor requires additional security, it shall be coordinated through the University of Arkansas Police Department, for which Sponsor agrees to pay prevailing charges. Sponsor shall follow the University's policies in dealing with improper conduct, and shall report all incidents to the Director of University Recreation.

PUBLICITY:

Sponsor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, logos, slogans, or other marks or representation of the University except on the specific written authorization, in advance, of the Office of Trademark Licensing. Sponsor shall not install signs or other displays within or without the University's premises except as specifically authorized by the University. However, nothing herein shall preclude Sponsor from listing the name of the University and location of the event on schedules and other public notices announcing the event covered by this Agreement.

ASSIGNMENT:

Sponsor shall not assign or subcontract, in whole or in part, its rights or obligations under this Agreement without prior written consent of the University. Any attempted assignment without said consent shall be void and of no effect.

MISCELLANEOUS:

This Agreement is governed by Arkansas law and constitutes the entire agreement between the parties
and supersedes all prior other agreements or understandings, written or oral, prior to the signing of this
document.

Date
Date

UNIVERSITY RECREATION SPECIAL EVENT CONCESSION AND VENDING GUIDELINES

The following concession and vending guidelines must be followed for all special events being conducted in the HPER Building and at the University Recreation Sports Complex. Please note that these facilities do not have an area which can be solely dedicated as a concession or vending stand or that can meet the applicable health standards for vending food or drinks.

GENERAL GUIDELINES

- 1. Organizations wishing to operate concession and/or novelty/equipment sales in conjunction with their approved special event must submit a drink, food and novelty/equipment list to the Assistant Director of Facility Operations of University Recreation for approval prior to the first date of facility usage. The University Recreation Program maintains the right to exclude any item from being sold, distributed, or advertised.
- 2. Prior approval must be granted by the Assistant Director of Facility Operations of University Recreation for pre-packaged concession items not mentioned in these guidelines.
- 3. All novelty/equipment sales must comply with all University licensing policies when applicable and be approved through the appropriate University offices.
- 4. The sponsoring organization will be responsible for cleaning all areas of the facility used for concession as detailed in the facility reservation form or other related documents.
- 5. Cleaning and/or maintenance fees may apply to all groups holding special events.
- 6. A Vending Agreement form must be completed and signed by the requesting party and the Assistant Director of Facility Operations.
- 7. Vendors must maintain a Sales and Reconciliation Form and submit the completed form to the Assistant Director of Facility Operations after the completion of the event.
- 8. All vendors must remit a ten percent payment, of the gross sales revenues, to the department of University Recreation for all concessions and/or merchandise sold on facility grounds during the special event.

CONCESSION SALES

Only products distributed by PepsiCo can be sold, given away, or advertised. The items do not have to be purchased from PepsiCo.

As part of the University contract, a variety of PepsiCo cold beverages are available on campus, including Pepsi, Mountain Dew, Sierra Mist, Lipton iced teas, SoBe, Aquafina, Tropicana and Gatorade. In addition, Rockstar Energy Drink, Muscle Milk and fountain-dispensed Dr. Pepper, distributed in the region by PepsiCo, are also available.

- 1. All concession items must be approved by the Assistant Director of Facility Operations prior to the opening of the concession stand.
- 2. Only professionally prepared, pre-packaged food items that do not require refrigeration can be sold or given away. Ice chests cannot be used as a food refrigeration device.
- 3. Candy and food with staining color agents or that create a maintenance problem, such as M&M's, Skittles, Frito Pie, etc., cannot be sold and/or distributed in the HPER Building.
- 4. Most professionally pre-packaged candy bars will be acceptable.
- 5. Homemade food items cannot be sold or given away.
- 6. The concession stand must be operated under all applicable State Health Department Codes and Standards.
- 7. Glass containers are prohibited in the HPER Building.

NOVELTY/EQUIPMENT SALES

- 1. All novelty/equipment items must be approved by the Assistant Director of Facility Operations prior to the opening of the vending stand.
- 2. All items displaying University of Arkansas marks or logos must meet the standards and regulations of the University of Arkansas' Trademark Licensing.
- 3. All items sold must pertain to the event being conducted.

This certifies that I have read and agreed to the above-listed items.					
Signature of Approved Representative	Date				

UNIVERSITY RECREATION

VENDING AGREEMENT

Board of Trus	stees of	the University of Arkansas (Organization) acting for and on behalf of the sas, Fayetteville, University Recreation Department and
related to swi	will giv mming	nd the Organization desire to enter into an arrangement whereby the ve the right to sell apparel/accessories and/or concessions at swimming events sponsored and/or directed by the Organization in return evenues generated by such sales.
In con agree as follo		ion of the term, conditions and covenants hereinafter set forth, the parties
A.		agrees to:
	1.	Remit to the Organization ten percent (10%) of the gross sales revenues, less local and state taxes.
	2.	Reimburse the Organization for any expenses related to the rental of folding tables, chairs, and other items related to the sales of merchandise above the number that the Organization has in-stock in the HPER Building.
	3.	Abide by all existing University of Arkansas licensing and apparel agreements.
B. The Organization agrees to:		Organization agrees to:
	1.	Give the right to sell swimming apparel/ accessories and related items and/or concessions at swimming events dated on this agreement sponsored and/or directed by the Organization.
	2.	Provide with <u>2</u> 3 x 6 folding tables and <u>1</u> folding chairs.
	3.	Place in the location requested.

	C.	The Parties understand and agree that this agreement contains the entire and integrated agreement between the Organization and with regard to matters set forth in it.	
	D.	Other Terms:	
		1. This agreement pertains to the swim meet(s) on	
2 shall not have any right to use trademark, logo, indica or any other intellectual property belonging to the Organization without the prwritten consent of the Organization's Trademark Licensing Office.			
		ing to be legally bound, the parties have signed this agreement as of the date first written. This agreement stays in force in the event of a change in board members.	
Unive	rsitv Re	ecreation	
		ganization) (Name of Organization)	
Ву:		By:	
(Name docum		By: apacity of person signing document) (Name and Capacity of person signing	
Date:_		Date:	

All concessions and merchandise vendors must comply with all policies regarding cash handling, receipting, ticketing, and sales set forth by the University of Arkansas. (Fayetteville Policies and Procedures-306.0 http://vcfa.uark.edu/Documents/3060.pdf)

Every transaction must be recorded including cash income. When accepting cash in payment for goods or services, you must have some way to record that cash payment. A voucher or cash receipt pad is one type of record you could use.

All cash payments should also be recorded. You can record on slips or a listing, whichever is easier. The important thing to remember is that EVERY transaction must be recorded.

All receipts issued <u>must</u> contain the following information:

- o Date of the sale
- Name of Business and/or Organization
- Name of payer

Business Name/Organization

- Amount of the transaction
- o General description of the transaction (include enough detail to identify merchandise, i.e. style, color and size)
- o Form of payment (cash or check)

Contact Name

((Detac
and return this portion with check after the event. Use additional sheets if necessary to calculate earnings.)	

Physical Address

Contact Phone Number

			<u>'</u>	
Date(s) of the Sale	Item Description	Price (\$)	Amount Sold	Total Sales (\$)
SUBTOTAL- GROSS SALES (\$			
TOTAL AMOUNT REMITTED	\$			

Please make all checks payable to University of Arkansas (memo: University Recreation event)