Facility Agreement

THIS FACILITY AGREEMENT ("Agreement") made and entered into on the _____ day of _____, 2025 by and between the City of Bryant, Arkansas (hereinafter called "City"), and the Greater Bryant Chamber of Commerce (hereinafter called "GBC").

WITNESSETH

WHEREAS, the City has determined that it is need of a convention, meeting and entertainment facility (the "Facility") to benefit the citizens of the City; and

WHEREAS, the City desires to construct the Facility; and

WHEREAS, GBC is the economic development arm of the City and is well suited to vet and choose the Operator (as hereinafter defined) that best guarantees the successful operation of the Facility for the residents of the City; and

WHEREAS, outsourcing the operation of the Facility to the Operator chosen by and managed by GBC will result in cost savings for taxpayers by eliminating the need for increased city payroll, benefits, and other administrative expenses, which are among the largest components of the City's budget;

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein set forth and for other valuable consideration, the receipt of which is hereby acknowledged, the City and GBC agree as follows:

1. GBC is solely responsible for obtaining and managing such operators, agents, promoters, contractors, concessionaires, maintenance companies and other third parties as in its discretion are needed for the successful operation of the Facility (each an "Operator" and collectively, the "Operator"). GBC shall ensure that the Operator is responsible for covering all utilities associated with the Facility. If there is no Operator, GBC shall be responsible for the payment of such utilities.

2. GBC contracts with each Operator shall be approved by the City Attorney and City Council.

3. GBC shall have access to all areas of the Facility and shall have use of the Facility in consideration of the services it provides to the City and its residents. The City and GBC acknowledge that the City will be, at all times, the owner of the Facility. This Agreement is not intended to transfer any ownership of the Facility to GBC or any Operator.

4. GBC agrees to furnish to the City Council a monthly financial and activities report for the Facility. In addition, GBC mutually will work with the City to do a performance evaluation every year to show the benefits to the taxpayers. The City and GBC also agree to have periodic meetings as requested by either party to discuss the Facility, trends either party is seeing in the community and surrounding areas, and any other topics that are relevant to the operation and success of the Facility.

DRAFT

5. GBC shall maintain insurance in amounts required by federal or state laws and to the extent of applicable insurance hereby agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of GBC's performance of this Agreement or GBC's provision of services hereunder; provided, however, that GBC will not be liable for indemnifying or holding the City harmless from any claim, lawsuit, judgment or settlement that is due in whole or in part to the City's negligent acts or omissions.

6. The City shall maintain or cause to be maintained insurance on the Facility of such type and in such amounts as are customarily carried, and against such risks as are customarily insured against, by the City on other City facilities.

7. The City shall have no authority to direct the day-to-day activities of any employees of GBC or any employees of an Operator and shall have no authority over personnel decisions of GBC or an Operator.

8. The City shall not be liable for any debts or obligations incurred by GBC, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of GBC, nor shall GBC at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever unless such equipment, supplies or other things are to be provided by the City and such work is being done in coordination with the City. It is also understood and agreed that GBC shall not be deemed or construed to be a partner or joint venture party of the City.

9. Thirty percent (30%) of the revenue from a contract with operators, agents, promoters, contractors, concessionaires, and vendors shall be paid to GBC for its services under this Agreement and the City shall retain the remaining amount (70%).

10. The City will work with GBC on the exclusive naming rights for the Facility. The City shall have final say on naming rights of the Facility and shall receive all moneys paid in respect of naming rights.

11. GBC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time reasonably request to indicate that GBC is an independent contractor, and the City will also take any reasonable steps requested by GBC to show that the City and GBC are independent contractors. The City does not and will not assume any responsibility for the means by which or manner in which service by GBC shall be wholly responsible for providing.

12. GBC will ensure that any contract with an Operator contains an acknowledgement by such Operator that (a) the City will not be liable for any injuries incurred by individuals in the Facility and (b) it will indemnify and hold the City and its employees harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by such Operator, its agents, employees, or participants: however,

DRAFT

such Operator will have no obligations to indemnify and hold harmless under the terms of this Section if the loss, claim, cause of action or liability was caused in whole or in part by the negligent acts or omissions of the City, its employees, agents or contractors.

13. Permanent improvements to the Facility will become property of the City. Non-permanent improvements will be retained by GBC or an Operator and include appliances, equipment, video boards, sound and lighting systems, concession equipment and portable buildings which were purchased by GBC or an Operator.

14. The City and GBC will review capital needs every year to assess needs related to public safety and amenities. The City and GBC will consider additional capital dollars into the Facility based on mutual agreement.

15. Unless the Facility is booked by an Operator, (a) the City shall have the right to use the Facility for City events and (b) the Facility may be rented by the public. The terms of such use of the Facility under (b) above shall be set by the City and GBC prior to the completion of the Facility.

16. Either party may request an amendment to this Agreement when deemed necessary, but any amendment, alteration or change will only be effective by the mutual consent of both parties and will be effective when reduced to writing signed by both parties and attached to this Agreement.

17. This Agreement shall terminate on December 31, 2035 and may be renewed upon such terms as agreed to by both parties. At least sixty (60) days prior to the end of the term of this Agreement, the City shall notify GBC of its intent to renew or terminate this Agreement.

18. Either party can terminate this Agreement at any time if (i) the other party is in breach, and such breach has not been cured within 90 days or (ii) the other party is insolvent or has filed for bankruptcy.

19. In the event any clause, phrase, provision, sentence, or part of this Agreement or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

20. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

DRAFT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the year and date first above written.

CITY OF BRYANT, ARKANSAS	**GREATER BRYANT CHAMBER OF COMMERCE**
_____	_____
Mayor Chris Treat	President / CEO Shane Knight
Attest:	
_____	_____
Mark Smith, City Clerk	

DRAFT