

PROCEDURE NO. 701.1

Area: Facilities, Business Services & Capital Development

Date adopted: March 2, 2004

Certified by _____
Dr. Adolphus Andrews,
Executive Vice President and
Chief Financial Officer

Revisions Approved:

Subject: FACILITIES USE FOR NON-AFFILIATED GROUPS

1. USERS, ELIGIBILITY AND CLASSIFICATION

a. All University-related functions and activities take precedence over requests by non-affiliated groups to use University facilities.

(1) The University and affiliated groups are those divisions, departments, offices, and agencies of the University, as well as organizations and groups that are funded by the University and/or the University's collective bargaining units.

(2) A University activity is (a) any event, meeting, conference, or activity which is conducted under the auspices of the University or a University-affiliated group, in which a substantial portion of the cost of the event is borne by the University or a University-affiliated group; or (b) any event, meeting, conference or activity conducted by, or offered solely for, University employees and/or students.

(3) Non-affiliated group activities include, but are not limited to, those events, meetings, conferences, or activities which University faculty, staff, and students may be hosting or attending, but for which the University or a CSU-affiliated group is not underwriting a substantial portion of the cost.

b. Organizations renting University facilities must certify that their membership is on a constitutionally nondiscriminatory basis.

c. Facility use is determined on a first-come, first-served basis, after the needs of the University have been met.

d. The University will consider co-sponsorship of events when appropriate. The terms of the co-sponsorship will be negotiated between the non-affiliated group and the University department(s) which propose to co-sponsor the event. Co-sponsorship may include a sharing of direct costs and a division of income.

2. AVAILABILITY

a. A written request for use of University facilities must be submitted to the Facilities Support Services Manager, located in Facilities, Business Services & Capital

Development (FBSCD). The Support Services Manager will obtain approvals, collect fees, and coordinate arrangements with the requestor. Oral requests will not be considered. Dates for events sponsored by non-affiliated groups will not be confirmed until final class schedules, student activities, calendar, and seasonal Athletic Department schedules have been established for each quarter.

b. Final permission to use University facilities is given in writing on the Facilities Request Form. No applicant should make any commitments, release any advertising, or take any action committing use of University property, until such written permission is received.

c. The applicant hereby agrees to indemnify, defend, and hold harmless Central State University from and against all liability and contractual claims, losses, or expense arising from accidents to persons or property occasioned solely, or contributed to in any manner by the applicant, his agents or employees, and against all liability and contractual claims, loss, expense, or damage arising from accidents to the applicant, his agents or employees, whether occasioned solely or in part by the applicant or his employees, or by the University or its employees, or by another person or persons whatsoever, and the applicant will defend any and all suits that may be brought against the University by reason of such accidents and will make good to and reimburse the University for any expenditures, including expense of litigation and legal fees that the University may make by reason of such accidents. The University shall retain the right to select counsel of its choice at applicant's costs. The University is not responsible for anything lost or damaged by fire, theft, or vandalism. The applicant further agrees to secure insurance coverage with an acceptable carrier, insuring against the risks set forth above and to provide certificates of such insurance to the University before using the University facilities. The non-affiliated group will hold the University harmless from any action arising out of a cancellation by the University.

d. All activities will end no later than 11:00 p.m. All sponsors and guests will be required to exit the facilities by midnight. The appropriate office must approve special permission for usage beyond the stated hours in advance.

e. The University requires seventy-two (72) hours notice in the event the applicant wishes to cancel use of a University facility. The University reserves the right to charge the requesting organization for any costs incurred as a result of insufficient notice of cancellation.

f. Permission to use University facilities is subject to cancellation by the University for operational or physical emergency. Losses or expenses incurred due to such cancellation are to be borne by the applicant. In such cases, the University will make every effort to offer a suitable alternate date. Applicants are encouraged to purchase private insurance to protect their organization from any financial liability which might arise should an emergency develop.

g. Facilities may not be available to non-affiliated groups during regularly scheduled periodic maintenance of the campus, and at times of "peak activity" on campus, regardless of the availability of the space.

h. Permission to use University facilities is for specific hours and dates. Only the dates, times, and facilities for which permission has been granted will be honored. All rehearsals, decorations, special room services, or equipment must be noted and approved on the application. The organization using the facilities will comply with the times for which permission has been granted and will not arrive early or leave the premises late.

i. Only those facilities for which permission has been granted are to be used. Permission to use University facilities includes the right to use approved rooms, rest rooms, and specified entrances and exits. All other areas are excluded.

3. PROGRAM CONTENT

a. The content of the program to be presented must be described in detail on the request form. Substantial changes from the description as shown on the request form must be cleared with the Support Services Manager.

b. Programs offered in, or during the use of, any University facility will at no time contain any matter which might be considered subversive, obscene, defamatory, harassing, or which incites violent or unlawful activity.

c. Approval will not be given for programs that duplicate or substantially interfere with activities anticipated or planned by the University.

d. Having met the conditions set forth in this policy document, facilities rental for educational purposes (credit and non-credit) shall be granted only after the approval of the Vice President of Academic Affairs.

4. AVAILABLE FACILITIES, SERVICES AND EQUIPMENT

a. While the University is eager to accommodate non-affiliated groups, not all University facilities, services, and equipment are available for use. Normally, only those facilities of a public nature can be made available. Science and computer laboratories, the library, and learning resource centers are made available to non-affiliated groups with special permission. The cafeteria, which is operated by a concessionaire, is available only with concurrent permission of the concessionaire's agreement with the University. The cost of University supervision will be passed on to the user.

b. Similarly, only services of a general nature are available. The University will provide, at cost, routine security. Also, University custodial personnel will be provided at cost. The number of custodians and hours required for custodial personnel may be reduced if the non-affiliated group handles some of the set up and clean up; however, at least a minimum number of University custodial personnel shall be assigned to each event.

c. Other personnel, such as HVAC, audio-visual, and electricians, are usually available. When requested, the University will schedule such personnel and pass the cost to the non-affiliated group.

d. The charge for all personnel is established by the University. Overtime, premium time, and “call back” surcharges will be made whenever applicable. To minimize personnel costs, non-affiliated groups are urged to consider their needs carefully, especially the time and day of the activity. The rental costs for the facility and equipment are in addition to any personnel costs incurred.

e. The following facilities are the most frequently requested:

(1) **Robeson Large and Small Auditoriums** – The large auditorium seats 848 persons, and the small auditorium seats 179 persons, including six handicapped spaces in each. The stage area is equipped with theatrical lights and curtains. As multi-purpose rooms, they are suitable for lectures, dramatic events, forums, movies, and other single purpose events.

(2) **Classrooms** – General-purpose classrooms will comfortably seat 25-30 persons.

(3) **Lecture Halls** – The main campus has several rooms that are designed as small lecture halls and seat up to 80 people.

(4) **Beacom Lewis Gym** has a seating capacity of 2,900 with bleachers and chairs set up on the gymnasium floor. **Walker Gym** has a seating capacity of 322 with bleachers and chairs. Many activities require the gymnasium floor to be covered with tarps. The decision of the University to require tarps is final. If tarps must be used, University movers must install them. The fee for tarps and their installation is in addition to the rental fees, and will be passed on to the user.

f. Certain University equipment is available for rent. Rental items might include 35mm slide projectors, 16mm movie projectors, fresnels, spotlights, audio equipment, and projection screens. Use and operation of various equipment is limited to University personnel. As a result, the outside organization will be billed for University operators’ time.

g. Facilities are available to accommodate the handicapped. Related information may be obtained from the Facilities, Business Services & Capital Development office.

h. Groups needing housing accommodations during an event should contact the Office of Residence Life (ext. 6205) to complete a housing services request form.

5. INSURANCE

a. Non-affiliated groups are required to obtain, provide, and keep in full force at their own expense, for the benefit of the University during the period of occupancy, one or several types of

insurance depending upon the nature of the event. The non-affiliated group must provide the University with a certificate of insurance, which indicates the insurance coverage is in effect, in the amounts required. The certificate of insurance must be received by the Facilities Support Services Manager at least ten (10) working days prior the beginning of the activity. The most common types of insurance required by the University are shown below:

(1) General comprehensive liability insurance (and comprehensive automobile insurance) for protection from claims of liability arising directly or indirectly out of any event going on, occasioned by, or resulting from any accident or otherwise on or about the University premises for bodily injury and property damage in the amount of \$1,000,000/\$1,000,000.

(2) Contractual insurance in the above amounts to insure the Hold Harmless agreement.

(3) Products liability insurance in the above amounts, which will insure the University after the goods and services have been relinquished.

b. In cases where the University deems that parental or individual releases are necessary, the organization must provide the University with the properly executed releases at least ten (10) working days in advance of the event. Additions to that list may be made no later than 72 hours prior to the event.

c. Organizations wishing to bring special equipment and/or animals into the University buildings or onto University premises must present, in writing, property insurance coverage before approval is considered.

6. PERSONNEL

a. Application to use facilities automatically presumes a request by the applicant for assignment of appropriate CSU personnel, including security and custodial personnel. The University shall determine the number and category of CSU personnel to be assigned to a function. The sponsoring organization may not designate individuals to operate University equipment or facilities where the University determines that a level of skill is needed to perform a specific function. The written permission to use University facilities will set forth the categories of University personnel to be assigned to the function, and charged to the organization using the facility.

b. An event monitor will be designated by the University, when in the opinion of the University such a person is necessary. The decision of the University in requiring monitoring personnel is final. The monitor will observe all aspects of the event, including personnel assigned. In the event a dispute or controversy arises regarding the meaning or interpretation of University rules and regulations, the decision of the monitor in such disputes shall be final.

c. Every attempt will be made to assign monitory responsibility, for events sponsored by non-affiliated groups, to staff members who are most familiar with the regulations and policies pertaining to the University.

d. Normal services include opening and closing the facilities; regularly scheduled lighting, heating, ventilation, and air conditioning; and clean-up. University employees will not be required to help load or unload non-University equipment. Organizations are responsible for all overtime charges incurred during, or as a result of, their use of University facilities. This may include utility usage fees, food service, custodial, maintenance, and security services. All services will be provided by University personnel unless otherwise approved by the appropriate department.

e. Depending upon the nature of the event, other University personnel may be necessary. It is the responsibility of the requestor to identify needs that may require such additional personnel (e.g., audio-visual technicians to operate sound equipment or projectors, electricians to make special power hookups, etc.). Such additional personnel will be hired by the University and charged to the non-affiliated group.

7. EQUIPMENT AND SUPPLIES

a. Use of decorations, scenery, exhibits, banners and/or posters, bleachers, platforms, and any other equipment must receive prior approval from the applicable University agency or official. No scenery, decorations, lighting, or combustible materials may be brought into a University building or onto the University grounds without approval.

b. Equipment (chairs, scenery, tables, etc.) provided by the non-affiliated group must be removed from University buildings promptly following the activity, in order not to interfere with University activities. If there is any delay, the removal may be made by the University at the expense of the organization.

c. The University is not responsible for the receipt, storage, or disposition of equipment or supplies. University personnel are prohibited from accepting from UPS or other carriers any deliveries for any items not intended for use by CSU. The Procurement & Logistics area personnel are instructed to not sign for, and to refuse delivery of, any items shipped at the instruction of, and for use by, non-affiliated groups.

d. Organizations may not use University-owned instructional equipment, except by special permission, which must be requested at the time the application form is submitted. Except for basic equipment, such as overhead projectors, all CSU specialized equipment may be operated only by University personnel and charged to the outside organization.

e. Users of University facilities may not remove or displace furniture or apparatus, except with the permission of the University, and in the presence of the University representative monitoring the activity. There must be no nailing to the floors, walls or fixtures.

University buildings and equipment must not be marked or defaced in any manner. No University-related signs, banners, posters, etc., may be removed from any walls or ceiling anywhere, at any time, even if the intent is to replace the same following the activity. Furniture and apparatus not intended for use in the kitchen or food service area may not be stored in the kitchen or food service area.

f. Electrical extension cords, hammers, pliers, other tools, ladders, and chains to hang paintings, etc., are the responsibility of the non-affiliated group. The University does not lend or otherwise provide such equipment. Non-affiliated groups are urged to give careful consideration to their needs and to anticipate all contingencies.

g. Applicant will not permit any Hazardous Substance to be used, stored, generated or disposed of, on, in or about, or transported to or from, the University's property, by Applicant, Applicant's agents, employees, contractors, invitees or subtenants without first obtaining the University's written consent, which the University may give or withhold in its sole discretion, or revoke at any time.

8. REGULATIONS

a. No smoking is allowed. All violators are subject to the public law governing smoking in public places.

b. Eating and drinking in classrooms, lecture halls, auditoriums, or gymnasiums is prohibited.

c. Organizations are responsible for full compliance with applicable federal, state, and local statutes (e.g., ordinances concerning taxes, games of chance, etc.).

d. Parking is limited to the designated parking lots. All cars illegally parked will be subject to towing at the owner's expense. Special attention will be given to cars parked in handicapped zones, roadways, sidewalks, and grassy areas.

e. The number of occupants must be limited to the safe occupancy of the room or facility used as determined by the University. The sponsor is responsible for limiting attendance so as not to exceed the designated capacity of any room. Overbooking is specifically prohibited.

f. Organizations that charge admission, or conduct any activity that involves the payment of money of one party to another, shall be responsible for its own cash security and for full compliance with applicable federal, state, and local statutes and ordinances.

g. Organizations will abide by local, state, and University fire and safety regulations. Emergency exits may not be blocked at any time for any reason. The use of flammable products is strictly prohibited.

h. Equipment may not be brought onto the campus or University grounds and connected to the electrical service without first consulting with the Utilities Manager. By prior arrangements, special electrical hook-ups may be possible. If possible, the modifications to the electrical service will be made by the University electricians and charged to the outside organization. All electrical equipment provided by the non-affiliated group must be in good repair and have U.L. approval.

i. First aid services, if needed, must be arranged by the organization.

j. Except with special permission, animals are not permitted on University property.

k. It is expected, unless otherwise indicated, that the non-affiliated group representatives who signed the Facilities Request Form will be in attendance. If that is not possible, a suitable designee is to be identified on the form. Additionally, the non-affiliated group will have a designated adult representative “in charge” at the activity at all times. That person will be identified to the University’s representative and/or the Security Department.

l. The non-affiliated group shall not list the University’s telephone number on advertisements announcing the event. Any mention of CSU in an ad, other than as a location, is prohibited. Furthermore, the non-affiliated group will provide the University the telephone number of its representative to whom all inquires can be referred.

9. CONDUCT AND COMPLIANCE

a. Organizations using the University facilities will agree to abide by the rules and regulations stated herein or otherwise established by the University.

b. The organization granted approval for use of University facilities, and the individual who signed the application as a representative of the organization, are responsible for the care of University property and for the conduct of participants, patrons, and guests, and financially responsible for physical damage to University property.

c. Failure to comply fully with any of the herein stated rules by any organization shall constitute sufficient reason for revocation of all privileges extended to the organization by the University. The waiver of any single rule by the University at any time will in no way affect the applicability of any other rule(s).

d. All non-affiliated groups must have a responsible designated adult representative at all times. That person will serve as the contact person between the organization and the University, and must have authority to make decisions for, and act on behalf of, the non-affiliated group. (To avoid confusion, the non-affiliated group must identify to the University, in writing, the name, address, and telephone number of the person(s) in charge and who will be present throughout the time of the event itself, as well as during the setup and cleanup by the non-affiliated group.) At no time, under no circumstances, may an activity begin or continue without

the designated person being present. Should the designated adult representative leave the site for any reason, the University's Security representative is authorized to secure the University facility and suspend or terminate the activity as appropriate. Any designee must identify him/herself promptly to the University's Security representative.

e. Prohibited behavior includes, but is not limited to: quarreling and fighting, possession or dispensation of narcotics or other substances prohibited by law, and possession of firearms, explosives, or other lethal weapons. Illegal gambling is not permitted on University property.

f. Non-affiliated groups will be responsible for clean up of the area afterwards. If the area is not cleaned to the University's satisfaction, University personnel will be hired to do the job, and charges will be passed on to the non-affiliated group. Non-affiliated groups may arrange in advance for University personnel to undertake the entire clean-up activity, in which case the organization will be billed for the full service.

g. The University will not be responsible for loss, theft, or mysterious disappearance of, or damage to, an organization's personal equipment brought onto the University's premises. Anything left on University property is done so at the risk of the non-affiliated group.

h. Non-affiliated groups sponsoring events at the University shall not in any way indicate or imply in any verbal or written statement, endorsement of sponsorship by the University of the activity.

i. Soliciting and/or selling on the University campus are prohibited unless prior arrangements have been made.

j. No signs or publicity materials will be permitted to be posted anywhere on the campus without the specific approval of the Facilities Support Services Manager for each sign. In the event any such signs are permitted, their prompt removal following the event will be the responsibility of the organization. Signs with adhesive backing may not be affixed to any University sign, building or property at any time.

10. FEES

a. All non-affiliated groups using Central State University facilities will be charged rental fees and personnel costs. The renter is responsible for payment of the University billing for facility use as described by this policy.

b. The University President or his designee may adjust or waive any rental fee for federal, state, or county agencies or charitable organizations.

c. University departments which agree to co-sponsor events may assign rental fees and/or personnel costs to departmental budgets.

- d. The Support Services Manager will generate the billings for the renter's use of facilities.
- e. All bills for equipment, services, etc., must be paid within thirty (30) days of billing.
- f. No cash shall be given to CSU employees at the conclusion of the events. Instead, payment shall be made to the Cashier's Office.
- g. The Facilities Support Services Manager will provide a log of events to the Bursar and copies of all billings. All events must be billed unless a documented waiver is on file with the Bursar's Office.
- h. All rental revenue will be deposited into the General Fund.
- i. Any breakage or loss of furniture, furnishings, or equipment shall be paid for or replaced with articles of the same cost and quality at the University's discretion. Payment for all damage to the buildings or such equipment will be assumed by the sponsoring organization.
- j. At its discretion, the University may require a damage deposit.
- k. Extra fees will be charged for any unusual requests by any organization.
- l. All food service will be billed directly by the food service concessionaire.
- m. The Facilities Use Fee Schedule is included as Attachment 1 and is available from the Facilities Support Services Manager. It should be noted that there is a \$100 deposit required for all reservations. (Should the University be unable to schedule an event or cancel a non-affiliated group's planned activity, the \$100 deposit would be refunded.)

11. FOOD SERVICES

- a. No food shall be brought to or consumed in University buildings or on University grounds unless special permission is granted.
- b. Food and beverages may be served only in the cafeteria, and then only by the University's cafeteria concessionaire, except by special permission. No refreshments shall be served anywhere on campus, other than by the cafeteria concessionaire, unless permission has been obtained from the Director of Facilities, Business Services & Capital Development.
- c. Food service must be requested at least fifteen (15) days prior to the scheduled event.
- d. At least five (5) working days prior to the event, organizations shall confirm numbers for food service.

e. Three (3) working days notice must be given to the cafeteria concessionaire in the event of cancellation. If notice of cancellation is not given, costs incurred by the cafeteria concessionaire shall be charged to the organization. Special menus require additional time for cancellation.

f. Kitchens and kitchen equipment are not available for use without special permission from the cafeteria concessionaire and CSU. If authorized, concessionaire personnel must be present. The fees for use of the kitchen and concessionaire personnel shall be negotiated with the concessionaire. Such costs are in addition to facility use costs and will be billed by the concessionaire separately from the University's bill.

g. When a non-affiliated group intends to sell or serve food, it may be necessary for them to obtain a license from the Greene County Board of Health. The group is responsible for complying with all applicable state, county, and municipal laws and health regulations regarding the sale and service of food. In addition, the University may require product liability insurance [see Section 5.b.(3)].

12. ALCOHOLIC BEVERAGES

a. Alcoholic beverages may not be served by outside groups reserving the University's facilities unless approved by the President or Executive Vice President with a signed License Agreement.

Attachment 1

Facilities Use Fee Schedule*

FACILITIES	DAILY FEE	FEE PER HOUR
Large Auditorium (898 seats)	\$250	up to 8 hours, each add'l hour is \$40
Small Auditorium (179 seats)	\$175	up to 8 hours, each add'l hour is \$40
Athletic Fields	\$100	\$35
Ballroom	\$150	\$40
Board Room	\$150	\$40
Cafeteria	\$150	\$40
Classrooms	\$50	\$30
Center On Aging	\$175	up to 8 hours, each add'l hour is \$40
Computer labs	N/A	\$10/machine
Gym	\$200	\$60
Natorium	\$100	\$60
Lecture Halls	\$100	\$35
Student Center	\$100	\$35
Unstructured	\$100	\$35

* \$100.00 deposit is required for all reservations.

Other Considerations:

- ☉ Daily fee is for use of a minimum of four (4) hours.
- ☉ Requirements for weekend heating and air conditioning will be quoted at the time of the contractual agreement.
- ☉ Additional requirements will be quoted on the facilities request form, upon approval

Facilities Use Equipment Rates

Chairs	\$50
Equipment tables	\$50
Internet hook-up	\$25
LCM projection system	\$100
Overhead	\$20
Piano (tuning fee)	\$60
Portable screen	\$20
Projector	\$20
Public address system	\$20
Stage risers	\$50
Tables	\$50
Tape recorder	\$20
Tarps	\$60
Video monitor	\$20

Personnel Hourly Rates

Athletic Manager	\$25
A/V Assistant	\$20
Computer Technical Support	\$30
Custodian	\$20
Heating, Ventilation, Air Conditioning Technician	\$30
Maintenance/Repairman	\$20
Mover	\$20
Projectionist	\$20
Security	\$20
Sound/Light Technician	\$20
Stage Crew/Technician	\$12
Stage Manager	\$25