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# **Introduction**

The following policy is for use of all Campus Facilities; developed to facilitate all non-instructional use of College Facilities so as to consolidate, coordinate and ensure adequate support for all activity and maintain accurate monitoring of access and usage of the College's areas. It is designed further to serve as a resource for the departments and individuals on campus who are responsible for planning events and activities of all types. It also establishes clear accountability for the sponsorship and any costs associated with the activity and to provide for fair, clear expectations for the delivery of support services. This will assure uniformity and compliance with College Regulations, establishing individual facility use scheduling priorities in accordance with specific building policies and procedures and to ensure non-interference with classes, the needs of students, faculty and staff, and to avoid any conflict with reservations and the Master Calendar.

## **General Principles**

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1. All College facilities are generally available for activities, which implement and complement the College's overall mission without prior restraint upon the content of the program or activity; consistent with the College's established policy of nondiscrimination and affirmative action.
2. College facilities may not be used for any activities which are contrary to Federal, State or local laws or which conflict with established College Policies, Collective Bargaining Agreements, concessionaire agreement; or which present a clear and present danger to the safety and security of people and property.
3. Priority for use will be determined by the relevance and applicability of the request to: the College's Mission; the established purpose of the Organization; the timing of the request and; the nature of activity for which the facility space is designed.
4. All activities, events and meetings must be registered in advance with the Office of Special Events and Conferences. Facilities can only be used when the Sponsor has written approval of its use and occupancy.
5. The specific College facility can be used only for the purpose stated on the Reservation Form. The individual authorized to sign the form, the sponsoring office, organization or group will be held responsible for all matters resulting from use of the facility.
6. Reservations for campus facilities require that the appropriate form be completed well in advance suitable to the nature and intent of the program as outlined in the timeframe required for reservations.
7. All users are responsible for the conformity of all scenery, fixtures and equipment to fire code and ordinances and may be used only in such manner as to cause no damage to College property. Such use must be approved in advance by the building / facility manager in concert with the Office of Special Events and Conferences.
8. No keys will be furnished to sponsors of events unless otherwise expressly approved by the building manager. In the event that keys are made available to the sponsor a deposit may be required to insure the return of the keys.

## **General Principles**

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9. The College may seek indemnification from such sponsoring individual or group, relieving itself from any and all liability for injury to any person attending an event in a College facility, or for any damage to or loss of personal property occurring on the campus resulting from the use of any facility.
  
10. The College reserves the right to: withhold its approval of any requested use of a facility; establish financial charges for any use, reassign any space, require a security deposit or; impose any other requirements related to safety, security or maintenance concerns associated with an event or activity. The Office of Special Events and Conferences will assess such charges upon a review of the event plans in consultation with the College Building /Facility Manager, Public Safety office and Administrative Services.

## **General Principles for College Affiliates**

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1. Access to facilities by College Affiliates for the purpose of scheduling a College-sponsored activity must be requested by a member of the Faculty, Staff or Administration, or by an officer of a recognized student organization as defined by the College's Policy on Recognition of Student Organizations.
2. Access to facilities by College Affiliates for the purpose of scheduling an activity or event not directly sponsored by the College and/or outside the scope of their officially recognized capacity must complete a Contract for Use of College Facilities.
3. The individual or organization requesting said facilities should be responsible for signing the Reservation Form which describes and authorizes all expenses associated with said activity. Sponsors must be able to prove that adequate financial resources are available to meet all anticipated costs prior to the reservation of the facility. These costs include but are not limited to: College Food Services, Special Detail personnel and any contractual obligations associated with said activity.
4. The sponsor is responsible for any and all damage occurring and arising out of said use. Any damage that does result will be billed directly to the user and must be paid upon demand.
5. No facility will be considered reserved for use until the Reservation Form is satisfactorily completed and registered with a staff member of the Office of Special Events and Conferences.
6. No sponsor accessing College Facilities is allowed to charge an admission and/or to accept donations without assent of the College's Fiscal Affairs Office consistent with that Office's guidelines and procedures.
7. Any and all ticket sales must take place prior to the event or activity. Door sales are not generally permitted, unless the sponsor and the building management make appropriate provisions.

## **General Principles for College Affiliates**

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8. All accommodations for food and beverage must be made through the College's Contract Food Service. Exceptions can be waived only by authorization through the Director of Food Services.
9. The service, sale and consumption of alcoholic beverages as a component of an activity sponsored by a College Affiliate must be within the guidelines established by Federal, State and City ordinances and laws as well as the College's Policy on Alcoholic Beverage Use.
10. All activities and events shall occur within the established time of the facility in which the event is scheduled. No events shall continue past the normal operation of the facility unless expressly authorized by the facility manager and approved by the Office of Special Events and Conferences. Additional costs may be assessed.
11. Cancellations, changes or additions to a reservation must be made no later than three working days prior to the activity for basic reservations and five working days for complex reservations. Cancellation of any event or activity involving Special Detail Personnel, Food service and technical support which has not been reviewed within the time frame will result in additional costs charge to the sponsor.

## **General Principles for Non-College Affiliates**

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1. College facilities may be assessed by business corporations, profit based private entities/organizations, any public agency or instrumentality and/or any non-profit corporation or organization only through a College Facility Rental Agreement.
2. All requests for use of College facilities shall be coordinated and arranged through the Office of Special Events and Conferences.
3. Non-College Affiliates shall be assessed a rental fee in accordance with the rental fee schedule established by the College through the Office of Special Events and Conferences. All facility use charges contained within such schedule are segregated to detail: Rental fee, personnel, service charges, equipment, food, trucking, moving, special plowing and other charges.
4. The College may, upon request of a non-profit user, waive or mitigate rental fees for facility use by such public agencies and non-profit organizations when the activity is considered to be in the best interest of the College in fulfilling its educational and community service mission.
5. All activity must be operated in such manner that they will in no way violate any Federal, State or local law or College policy, Collective Bargaining Agreements or concessionaire contracts. All users shall be responsible for obtaining any required additional permit and license and for payment of applicable fees and taxes associated with the event and subsequent usage of the facility.
6. The User is considered an independent contractor in a rental situation and is not an agent of the College for any purpose. No User renting any College facility shall in any manner represent themselves and/or their activities as college sponsored activities or as sanctioned or otherwise recommended by the College.
7. State charges assume that the facilities involved are in normal College operation. Special arrangements other than heating a building during certain College vacation periods or outside ordinary operating hours must include provisions for recovery of the Colleges' additional costs.
8. All checks and payment pursuant to the rental of facilities and equipment shall be made payable to Salem State College – OSEC. The College shall remit portions of such revenue to each appropriate

## **General Principles for Non-College Affiliates**

building trust fund as indicated by the contract and to cover all assessed charges in support of the event.

9. Upon sufficient prior request and to the extent practicable, the College shall use reasonable efforts to make appropriate equipment available. Operation of such equipment must be by an authorized College technician. Such services shall be considered a cost item and included within the contract agreement.
10. Requirements for special needed personnel when facilities are used shall be solely determined by the Office of Special Events and Conferences. This Office shall retain exclusive authority and request assignment of the required personnel, provided however that said organization shall have the total responsibility to pay for the services involved separate from the rental fee.
11. In the event that College personnel are assigned to any activity, such personnel are responsible only to secure and maintain said facility and are not to supervise any of the User's events including the consumption or dispensing of alcoholic beverages. The service, sale and consumption of alcoholic beverages as a component of an activity must be within the guidelines established by Federal, State and City ordinances and laws, especially the College's Policy on Alcoholic Beverage Use.
12. All accommodations for food and beverage must be made through the College's contracted Food Service. Exceptions can be waived only by authorization through the Director of Food Services.
13. All Non-College Affiliate users of College facilities shall agree to indemnify and hold the Board(s) and College harmless from all loss or claims for loss arising out of the User's activities and on a standard indemnification/hold harmless form. The user shall be required to obtain appropriate personal liability and property damage insurance coverage and to file with the College, upon request, certificates of insurance. The College may entertain requests to consider the waiver of this requirement through the Office of Special Events and Conferences.
14. The User must pay to the College a \$200.00 damage deposit three business days in advance of the use of any facility unless otherwise waived by the Office of Special Events and Conferences. Provided

## **General Principles for Non-College Affiliates**

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that no damages occur, the \$200.00 damage deposit will be returned directly to the User or mailed within three business days following completion of the event and payment of all bills. Appropriate College staff and the Office of Special Events and Conferences shall make inspection for damage and their judgement shall be final.

15. Any damages incurred while the facility and/or equipment is being used shall be the sole responsibility of the use and costs will be deducted from the damage deposit check. Any excess costs exceeding the damage deposit will be billed to the User and must be paid within five business days from the submission of Bill for Damages.
16. Cancellations, changes or additions to a reservation must be made no later than five working days prior to the activity, or the damage deposit will be forfeited. Cancellation of any event or activity involving Special Detail Personnel, Food Service and Technical support which has not been received within the time frame will result in additional costs charged to the sponsor in addition to the forfeited damage deposit.
17. Similarly, the College reserves the right to cancel any facility reservation by notifying the requestor within five working days prior to the activity and no liability is assumed by the College for any such cancellation. The damage deposit check will be returned directly to the User.
18. Information concerning use of the facilities of the application of this policy shall be available from the Office of Special Events and Conferences.

## **Scheduling Priorities**

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Priority for use will be determined by the relevance and applicability of the request to: the College's Mission; the established purpose of the Organization; the timing of the request; and the nature of activity for which the facility space use is designed. To that end, the following shall serve as the prioritization of use of College facilities:

1. All regularly scheduled day, evening and summer college classes established for instructional purposes
2. All scheduled College sponsored lecture, athletic, educational, community and cultural programs
3. All scheduled College student activities
4. Private and/or profit making organizations, groups, and individuals' activities and events

These scheduling priorities are further subject to the established purpose and design of each available College facility as cited in the individual policy and procedures. These priorities are subject to waiver by the President through the Office of Special Events and Conferences.

## Definitions

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### Types of Reservations

**Basic Reservation:** A request for use of College facility which:

- does not require support services
- does not require any special set up facility
- does not include food
- does not incur any associated costs
- does not generate advertisement for the activity
- does not require any equipment if not regularly available in the requested room

**Complex Reservation:** A request for use of a College facility which:

- requires set-up of furniture in a special configuration
- requires equipment requests
- requires food services
- incurs costs associated with the activity
- includes advertisement or recruitment of persons for the purpose of attending, either by invitation or active marketing efforts
- is open to the general public
- charges an admission

### Sponsors

**College Affiliate:** A constituent of Salem State College who is:

- a member of the College's faculty, staff or administration
- a student representative of an officially recognized College organization
- an official representative of the College's Alumni Board of Directors
- a current member of the College's Board of Trustees or the Board of Higher Education.

## Definitions

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**Non-College Affiliate:** A group, organization or individual, which is:

- a College affiliate as herein before defined, who schedules an activity or event outside the scope of their officially recognized capacity and not directly sponsored by the College
- a business corporation
- a profit based private entity or organization
- a public agency or instrumentality
- a non-profit corporation or organization

### Facilities

**College Facilities:** Any and all so designated rooms, gymnasium, theatres, lounges, parking locations and real property either owned, managed by or under the supervision of the College.

**Equipment:** Any and all so designated furnishings, machines, sound/light devices, telecommunication and satellite instruments either owned, leased, managed by or under the supervision of the College.

### Scheduling

**Master Calendar:** the authorized scheduling mechanism, which details all non-instructional activity, held in or on College facilities

## Definitions

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**Reservation Form:** The official stipulation of details for use of College facilities, which provides authorization for:

- access to specified College facilities for a specified duration
- the purpose and nature of the activity
- payment for any and all associated costs
- inclusion within the Master Calendar
- access to the College's equipment and technical support for activity

**College Facility Rental Agreement:** The official document outlining all terms and conditions for use of the College facilities by non-College affiliates.

**Reservationist:** The individual designated to receive initial contact regarding scheduling or a College facility

**Building Manager:** The individual designated by the President from time to time to administer the operation of a College facility. These roles are traditionally filled by Directors to include:

- Director of Campus Center
- Director of Sports Complex
- Director of Residence Life
- Director Library
- Director of Alumni Affairs
- Staff Assistant Theatre
- Staff Assistant Athletics
- Staff Assistant – Center for Academic Information, Advising and Student Records

## Definitions

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### Financial Charges

**Rental Fee:** the assessment charge to non-College affiliates in exchange for accessing specified College facilities via the College Facility Rental Agreement. The rental fee shall be incorporated into the facility use charges.

**Facility Use Charges:** Expenses resulting from the use of College facilities, which may include, but are not necessarily limited to:

- personnel – special detail staff assigned pursuant to the activity
- equipment and expendables requested in support of said activity
- food services
- maintenance – set-ups, snow removal, cleaning
- contractual obligations for services not provided by the College

## **Procedures**

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### **Timeframe Limitations and Requirements**

- Requests for Basic Reservations require a minimum of five working days in advance for event.
- Requests for Complex Reservations exclusive of an alcohol component require a minimum of three weeks in advance of event.
- Requests for either Basic or Complex Reservations which contain a component to serve alcoholic beverages require a minimum of three weeks in advance of event.
- Requests for either Basic or Complex Reservations which contain a component to sell alcoholic beverages require a minimum of 6 weeks in advance of event.
- Each area of the College, which typically hosts programs and/or sponsors activities and events, shall submit their proposed schedule of activity and subsequent request for facilities to the Office of Special Events and Conferences on or before June 1<sup>st</sup> of the Academic year in which the activities are to take place. Upon receipt of the request appropriate reservation forms will be processed and entered on the Master Calendar. Such request shall be subject to all terms and conditions of the policy.

## **Procedures**

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### **College Affiliates**

- User contacts the appropriate office to request availability of specific date and space for a specific purpose.
- In the event the request is made within the timeframe limitations and requirements, the reservationist completes appropriate intake form and distributes copies to Facility Managers and OSEC.
- Determination is made as to whether activity is Basic or Complex and corresponding documentation is completed, authorized and distributed to: Facility Manager, User, OSEC, Public Safety, Fiscal Affairs and where appropriate, College Relations.

### **Non-College Affiliates**

- User contacts OSEC to request availability of a specific date and space for a specific purpose
- Reservationist completes intake form
- Determination is made whether the activity is basic or complex and a Contract Agreement is designed and negotiated with User
- Corresponding documentation of use is completed, authorized and distributed to: Facility Manager, User, OSEC, Public Safety, Fiscal Affairs, and where appropriate, College Relations.

## **Appendices/Forms**

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### **Appendix A: Intake Form**

Upon approval and implementation of this policy this form is to be used by all currently designated reservationists as the starting point for all requests for space. This information becomes the basis for the official form specific to the activity and the criteria for determining whether the activity is basic or complex.

### **Appendix B: Room Reservation forms for Basic and Complex Reservations**

Current forms used by individual facilities are to remain in effect until the computerization of the Office of Special Events and Conferences has been completed. The information obtained from the Intake Form is transposed directly to this form and processed for signature and approval.

### **Appendix C: Contract for Use Form**

Created from and administered by the Office of Special Events and Conference. The information obtained from the Intake forms is transposed directly to this form and processed for signature and approval.

### **Appendix D: Liability Disclaimer**

Required to be completed as a contract rider for use of College facilities by Non-College Affiliates

### **Appendix E: Certificate of Insurance Forms**

Required to be completed as a contract rider for certain use of College Facilities by Non-College Affiliates

## **Appendices/Forms**

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### **Appendix F: Rate Schedules**

Delineation of Faculty Use charges by building, room and duration for use by Non-College Affiliates

### **Appendix G: Cost Breakdown sheet**

Created and administered by the Office of Special Events and Conferences, this form is used to calculate individual charges for use of college facilities by all Users as appropriate and shall serve as a pre-invoice and accounting record for all revenues and subsequent expenses pursuant to the specific event

### **Appendix H: Paid Detail Request**

Administered by the Office of Special Events and Conferences, this form is used to request in-house campus police and/or in-house custodial services for a specific event calling for either of these services.