

	FGCU POLICY 3.026	Responsible Unit: Campus Reservations
	Use of University Facilities	

A. POLICY STATEMENT

It is the University's policy to use University facilities as efficiently and effectively as possible, giving priority to Events that are solely managed and coordinated by University Units or student groups.

B. REASON FOR POLICY

This Policy was created to establish Event classification requirements related to space usage fees, contracts, and insurance requirements. This Policy is also to assist in the consistent application of University standards for Event requirements, fees, contracts, and insurance in relation to the applicable Event classification and rate structures.

C. DEFINITION OF TERMS

1. *Athletic Independent Summer Camp*: A Summer Camp managed and coordinated by an FGCU Athletics staff member conducting activities that is not affiliated with the University.
2. *Athletic Institutional Summer Camp*: A Summer Camp managed and coordinated by an FGCU Athletics staff member conducting official University activities.
3. *Coordinate*: The planned organization of University and vendor services associated with an Event.
4. *Event*: A gathering using a reservable space.
5. *Facility Use Agreement*: Contract signed by an outside group for co-sponsored and private group Events.
6. *Facility Use Custodian*: Staff member assigned to Schedule, Coordinate, and Manage a specific facility.
7. *Fee Estimate Form*: Written estimate of facility and service charges associated with an Event.
8. *Governmental Entity*: Federal, state, county, city, or other agencies and its affiliates.
9. *Manage*: Oversight of Event planning and activities, including coordination of services,

contract creation and fulfillment, fee invoicing and collection, communication to stakeholders, and other action needed to safely execute an Event in compliance with University regulations, as well as local, state, and federal laws.

10. *Memorandum of Understanding*: Signed agreement by a University Unit or group acknowledging the Event is University managed and coordinated and assumes liability for any damages or charges incurred during the Event.
11. *Non-Profit*: Group or entity determined by the Internal Revenue Service (IRS) that has received a Non-Profit designation by the IRS.
12. *Non-Requisite Events*:
 - a. Events that are Coordinated and Managed by University Units in conjunction with an outside group. These Events must be related to the mission of the University, as determined by Campus Reservations.
 - b. Events that are Coordinated and Managed by Student Government, Registered Student Organizations (RSOs), or those groups pending registration who have been authorized by the Office of Student Involvement to host an event, in conjunction with an outside group.
13. *Private Events*: Any for-profit organization, entity, or agency, non-FGCU alumni associations, student, faculty, or staff use of University facilities for non-related University activities, or other outside persons or groups not affiliated with the University.
14. *Requisite Events*:
 - a. Events Coordinated and Managed solely by a University Unit conducting official University activities. These Events must be pertinent to the daily operation and mission of the University, as determined by Campus Reservations.
 - b. Events Coordinated and Managed solely by the Student Government, Student Organizations officially registered through the Division of Student Affairs or those groups pending registration who have been authorized by the Office of Student Involvement.
 - c. Events coordinated and managed jointly between an outside group and a University entity are not considered a Requisite Event.
15. *Schedule*: To enter Events in the University scheduling system.
16. *Space Approver*: Staff member designated to approve use of specific space on campus.
17. *Summer Camp*: A recreational, educational, and other enrichment program operated during summer vacation for children who are five (5) years of age on or before

September 1 and older. The Summer Camp may be operated as a summer day camp or on a residential 24-hour basis.

18. *University-Sponsored Event*: Events that are Managed and Coordinated by an outside group, but a University Unit has agreed to sponsor the Event and facility use rental.

19. *University Unit*: University colleges, divisions, departments, or offices.

D. PROCEDURES AND REQUIREMENTS BY EVENT CLASSIFICATION

1. Requisite Events

a. Requirements

- 1) A contact from the University Unit must Coordinate the Event with Campus Reservations or the designated Facility Use Custodian.
- 2) The University Unit contact must be in attendance at the Event and serve as liaison to Campus Reservations or the designated Facility Use Custodian.
- 3) The University Unit must provide a University account number for charge-back in the event that there are direct service related fees associated with the Event. If there are direct costs, a University account number must be provided on the signed Fee Estimate Form no less than fourteen (14) days prior to the day of the Event.

b. Fees

- 1) There is no space rental fee for Requisite Events as they are deemed requisite University business.
- 2) Fees will be charged for direct costs and for extra services that are requested and provided. Examples of these extra services are additional I.T. requirements, additional custodial requirements, additional staffing requirements, additional equipment rental, and the like.

c. Facility Use Agreement and Insurance

- 1) A Facility Use Agreement is not required for Requisite Events as these Events are being managed solely by a University Unit.
- 2) Additional insurance will not be required for Requisite Events unless the Office of Environmental Health and Safety determines the Event contains an activity which requires additional insurance.

2. Non-Requisite Events

a. Requirements

- 1) A contact from the University Unit must Coordinate the Event with Campus Reservations or the designated Facility Use Custodian.
- 2) The University Unit contact must be in attendance at the Event and serve as liaison to Campus Reservations or the designated Facility Use Custodian.
- 3) The University Unit must provide a University account number for charge-back for all fees associated with the Event. This University account number must be provided on the signed Fee Estimate Form no less than fourteen (14) calendar days prior to the day of the Event. (Payment will not be accepted by an outside group.)

b. Fees

- 1) Non-Requisite Events are given an eighty percent (80%) discount on all multipurpose space rental fees.
- 2) Fees will be charged for direct costs and for extra services that are requested and provided. Examples of these extra services are additional I.T. requirements, additional custodial requirements, additional staffing requirements, additional equipment rental, and the like.

c. Facility Use Agreement and Insurance

- 1) Non-Requisite Events require a one sheet Memorandum of Understanding that is to be signed by the University Unit that is Managing the Event. This Memorandum of Understanding states that the University Unit is involved in the Management and Coordination of the Event, thus making a Facility Use Agreement with the outside group unnecessary. This Memorandum of Understanding also states that the University Unit acknowledges that their Event is a University Event; therefore their University Unit is liable for any damages that occur throughout the course of the Event. If damages occur during the course of the Event, the University Unit must reimburse the University for all damages incurred. The Memorandum of Understanding needs to be signed no less than fourteen (14) calendar days prior to the day of the Event by the head of the University Unit.
- 3) Additional insurance will not be required for Non-Requisite Events unless the Office of Environmental Health and Safety determines the Event contains an activity which requires additional insurance.

3. University-Sponsored, Governmental Entity, and Non-Profit Events

a. Requirements

1) University-Sponsored Events

- a) A contact from the University Unit must be in attendance at the Event and serve as liaison to Campus Reservations or the designated Facility Use Custodian.
- b) The University Unit must provide a University account number for charge-back for all charges associated with University-Sponsored Events. This University account number must be provided on the signed Fee Estimate Form no less than fourteen (14) calendar days prior to the day of the Event.

2) Governmental Entity and Non-Profit Events

- a) Governmental Entity and Non-Profit Events must have an Event contact in attendance at the Event and serve as liaison to Campus Reservations or the designated Facility Use Custodian.
- b) Event contact for Governmental Entity and Non-Profit Events must pay for all Event-related charges which are listed on the signed Fee Estimate Form no less than fourteen (14) calendar days prior to the day of the Event.

b. Fees

- 1) University-Sponsored, Governmental Entity, and Non-Profit Events are given a twenty five percent (25%) discount on all space rental fees. Proof of 501(c) status must be provided. (Florida Gulf Coast University Alumni Association memberships must be verified.)
- 2) Fees will be charged for direct costs and for extra services that are requested and provided. Examples of these extra services are additional I.T. requirements, additional custodial requirements, additional staffing requirements, additional equipment rental, and the like.

c. Facility Use Agreement

University Sponsored, Governmental Entity, and Non-Profit Events require a Facility Use Agreement to be signed by the outside group. This Facility Use Agreement must be signed by someone who has signature authority with the outside group no less than fourteen (14) calendar days prior to the day of the Event.

d. Insurance

- 1) For University-Sponsored and Non-profit Events, the outside group shall carry and maintain comprehensive general liability insurance, insuring against liability for bodily and personal injury to or wrongful death of persons, or damage or loss of property occurring in or about the premises arising out of outside group's use or occupancy thereof, in an amount not less than:

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

- 2) Outside group shall provide University with proof of insurance in the aforementioned limits no less than fourteen (14) calendar days prior to the use of the facility. Such proof may be in the form of a Certificate of Insurance with endorsement attached, which must be provided for all policies of insurance and renewals thereof in a form(s) acceptable to the University and shall name the Florida Gulf Coast University Board of Trustees (BOT) and its officers, agents, and employees as additional insureds. This provision is not applicable for State or Governmental agencies. State and Governmental agencies must provide a copy of their certificate of general liability insurance which states that the agency is self-insured.
- 3) Where applicable, and unless exempt, outside group shall carry workers' compensation insurance in the statutory limits, as required by Florida law.
- 4) The University shall be notified in writing of any reduction, cancellation, or substantial change in the policy or policies at least thirty (30) calendar days prior to the effective date of said action.
- 5) The University must be notified of any cancellation of insurance for non-payment at least two (2) days prior to the Event.

4. Private Events

a. Requirements

- 1) Event contact must be in attendance at the Event and serve as liaison to Campus Reservations or the designated Facility Use Custodian.
- 2) Event contact must pay for all Event-related charges which are listed on the signed Fee Estimate Form no less than fourteen (14) calendar days prior to the day of the Event.

b. Fees

- 1) There will be no discount given on space related fees.
- 2) Fees will be charged for direct costs and for extra services that are requested and provided. Examples of these extra services are additional I.T. requirements, additional custodial requirements, additional staffing requirements, additional equipment rental, and the like.

c. Facility Use Agreement

Private Events require a Facility Use Agreement to be signed by the outside group no less than fourteen (14) calendar days prior to the day of the Event. This Facility Use Agreement must be signed by someone who has signature authority with the outside group.

d. Insurance

- 1) For Private Events, the outside group shall carry and maintain comprehensive general liability insurance, insuring against liability for bodily and personal injury to or wrongful death of persons, or damage or loss of property occurring in or about the premises arising out of outside group's use or occupancy thereof, in an amount not less than:

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

- 2) Outside group shall provide the University with proof of insurance in the aforementioned limits no less than fourteen (14) calendar days prior to the use of the Facility. Such proof may be in the form of a Certificate of Insurance with endorsements attached, which must be provided for all policies of insurance and renewals thereof in a form(s) acceptable to the University and shall name the Board of Trustees and its officers, agents and employees as additional insureds. This provision is not applicable for State or Governmental agencies. State and Governmental agencies must provide a copy of their certificate of general liability insurance which states that their agency is self-insured.
- 3) Where applicable, and unless exempt, outside group shall carry workers' compensation insurance in the statutory limits, as required by Florida law.
- 4) The University shall be notified in writing of any reduction, cancellation, or substantial change in the policy or policies at least thirty (30) calendar days prior to the effective date of said action.
- 5) The University must be notified of any cancellation of insurance for non-payment at least two (2) days prior to the Event.

E. SUMMER CAMPS

1. Requirements

a. The Event contact must be in attendance at the Event and serve as liaison to Campus Reservations or the designated Facility Use Custodian.

1) The Event contact for Private Summer Camps must pay for eighty percent (80%) of all Event-related charges which are listed on the signed Fee Estimate Form no less than fourteen (14) calendar days prior to the day of the Event. One hundred percent (100%) of all Event-related charges which are listed on the signed Fee Estimate Form must be paid within forty-five (45) calendar days of receipt of the final invoice for all requisite Summer Camps and within one (1) week of the receipt of the final invoice for all Athletic Independent Summer Camps.

b. Fees

1) There will be no space rental fees for requisite and Athletic Institutional Summer Camps. Government and Non-Profit entities are given a twenty-five percent (25%) discount on all space rental fees. Proof of tax-exempt status under section 501c of the Internal Revenue Code must be provided. Athletic Independent Summer Camps are charged facility fees as stated in the University Rate Structure.

2) Fees will be charged for direct costs and for extra services that are requested and provided. Examples of these extra services are additional I.T. requirements, additional custodial requirements, additional staffing requirements, additional equipment rental, and other similar University services.

c. Facility Use Agreement and Memorandum of Understanding

1) Requisite, Non-Requisite, and Athletic Institutional Summer Camps require a Memorandum of Understanding that is to be signed by the University Unit that is managing the Summer Camp. The Memorandum of Understanding states that the University Unit is involved in the Management and Coordination of the Event and acknowledges that their Summer Camp is a University Event; therefore, the University Unit is liable for any damages that occur throughout the course of the Summer Camp. If damages occur during the Summer Camp, the University Unit must reimburse the University for all damaged incurred. The Memorandum of Understanding needs to be signed no less than forty-five (45) calendar days prior to the Summer Camp start date by the head of the University Unit.

2) Private, Government and Non-Profit entities, and Athletic Independent Summer Camps require a Facility Use Agreement to be signed by the outside group no less

than forty-five (45) calendar days prior to the start of the Summer Camp. This Facility Use Agreement must be signed by someone who has signature authority with the outside group.

d. Insurance

1) For requisite and Athletic Institutional Summer Camps, the outside group shall carry and maintain participants accident and medical coverage (Campers Insurance) for each individual camp participant and will have proof available for University review prior to the start of the Event.

2) For Private, Government and Non-Profit entities and Athletic Independent Summer Camps, at its sole cost and expense, carry and maintain comprehensive general liability insurance, insuring against liability for bodily and personal injury to or wrongful death of persons, or damage or loss of property occurring in or about the premises arising out of outside group's use or occupancy thereof, in an amount not less than:

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

\$25,000 Participants Accident Primary or Excess with Sickness
(Accident/Medical) (Campers Insurance)

a) Outside group shall provide the University with proof of insurance in the aforementioned limits no less than thirty (30) calendar days prior to the use of the Facility. Such proof may be in the form of a Certificate of Insurance with endorsements attached, which must be provided for all policies of insurance and renewals thereof in a form(s) acceptable to the University and shall name the Board of Trustees and its officers, agents, and employees as additional insureds. This provision is not applicable for State or Governmental agencies. State and Governmental agencies must provide a copy of their certificate of general liability insurance which states that the agency is self-insured.

b) Where applicable, and unless exempt, outside group shall carry workers' compensation insurance in the statutory limits, as required by Florida law.

c) The University shall be notified in writing of any reduction, cancellation, or substantial change in the policy or policies at least thirty (30) calendar days prior to the effective date of said action.

d) The University must be notified of any cancellation of insurance for non-payment at least two (2) days prior to the Event.

e. Background Screenings

- 1) All Summer Camp personnel for camps involving minors must be Level 2 background screened, including owners, operators, employees, and volunteers that provide summer care for children. A volunteer providing less than ten (10) hours of service per month does not need to be screened, as long as the volunteer is always within sight of a person who meets the screening requirement.
- 2) All Summer Camp personnel must be screened no more than sixty (60) calendar days before the start date of the camp, unless the individual continually works in a profession caring for vulnerable populations and is not unemployed for more than a 90-day period and the Level 2 background screening was completed within the last five (5) years.
- 3) The Level 2 background screening is good for five (5) years. However, each subsequent year requires the Level 2 background screening to be repeated without fingerprinting. Every fifth (5th) year the entire process needs to be repeated.
- 4) Background screenings for requisite, non-requisite, and Athletic Institutional Summer Camps will be coordinated through Human Resources.
- 5) Background screenings for Private, Government, and Non-Profit entities and Athletic Independent Summer Camps are the responsibility of the owner/operator. Results of the Background Screenings must be verified by Campus Conference Programs.

f. Waivers

- 1) For Requisite, Non-Requisite, and Athletic Institutional Summer Camps, a University-approved waiver, provided by Campus Conference Programs, is required to be collected for each camp participant.
- 2) For Private, Government, and Non-Profit entities and Athletic Independent Summer Camps, a waiver is required to be collected for each camp participant. The waiver must state that Florida Gulf Coast University Board of Trustees is released from responsibility for the presence of the participant in the camp activity. A copy of each waiver must be available for review upon request.

F. FACILITY USE CUSTODIAN

1. A Facility Use Custodian will be appointed by a University Unit when an area is not Scheduled, Managed, and Coordinated through Campus Reservations.
2. The Facility Use Custodian will enter Events in the University scheduling system upon receipt of reservation request and confirmation of space availability.

3. The Facility Use Custodian will prepare and manage documents as outlined in the Event Classification Requirements and required by the University's policy and procedures. These documents may include but are not limited to the Facility Use Agreement, Memorandum of Understanding, Fee Estimate Form, Final Invoice, Business Information Application, Alcohol Permit, and the Application for Animals at Events. Notwithstanding, all Facility Use Agreements, Memorandum of Understanding, and forms/templates must receive initial review from the Office of the General Counsel.

G. ROOM RESTRICTIONS, APPROVAL, AND DENIAL

1. A room's use may be restricted for the following reasons:
 - a. Hazardous or Specialized Equipment: Contains hazardous or specialized equipment that can easily be accessed by a casual user of the room.
 - b. Hazardous Materials: Contains hazardous materials or chemicals that require management by a licensed or designated staff or faculty member.
 - c. Unique Room Features: Room has unique features that require special knowledge for care of the facility.
 - d. Maintenance or Construction are being performed.
2. Process for Requesting Restriction of Room Use
 - a. When a space is built, remodeled, or has a change of purpose, the space stakeholders will meet with Campus Reservations to document the changes in the University scheduling system and space index. During this process the stakeholder will state their request to restrict room use.
 - b. Requests meeting the standardized reasons to restrict room use will be included in the University scheduling system for the time or parameters specified in conjunction with stakeholders.
 - c. If the request does not meet the standardized reasons to restrict room use, Campus Reservations will request that a statement of restriction be issued to Campus Reservations from the administrator of the responsible University Unit. The request for restrictions may be forwarded to the Space Allocation Committee for further review on the impact to utilization by the University community.
 - d. All space restrictions will be included in a space index detailing the room, reason for restriction, to whom the room is specifically allowed, to whom the room is specifically restricted, and if the space has a Facility Use Custodian.

3. Process for Reserving a Restricted Room

- a. Restricted rooms will be assigned a Space Approver. The Space Approver may make reservations for the stakeholder department or other users in the University scheduling system through Campus Reservations. If a user requests use of the room through Campus Reservations, the Space Approver will be notified of the request which they can then approve or deny.
- b. Approval of space may not be unreasonably withheld and must meet the criteria listed above.

H. FOOD AND BEVERAGES ON CAMPUS

1. Food Sales

The University provides a variety of retail and residential dining options through an exclusive, contracted food service vendor (“University vendor”) and food may only be sold on campus by this University vendor. Events that accept donations in exchange for food are considered food sales Events under this Policy and are not permitted.

2. Catering and Other Food Service

- a. Food may be prepared and served on campus and at University Events by the University vendor or any caterer or food service establishment that is properly licensed by the state of Florida. The appropriate state and local license(s) information must be provided as part of the space reservation process.
- b. For Events to which the public is invited, all food must be prepared and served by a licensed caterer or food service establishment or be pre-packaged. The caterer or food service establishment must submit the appropriate license information as part of the space reservation process. Pre-packaged products must be stored, served, and disposed of as directed by the food service provider.
- c. Events with food service establishments that must comply with FGCU Policy 4.007, Postings and Solicitations on Campus, may require the approval of the Business Services Office.

3. Distribution of Non-Alcoholic Beverages

The University sells non-alcoholic beverages on campus through an exclusive beverage contract. No non-alcoholic beverages may be sold or served on campus at an Event unless Business Services has approved of those sales or services.

4. Distribution of Alcoholic Beverages

Events serving alcohol must comply with FGCU Regulation 9.002, Use of Alcoholic Beverages on University Premises, and FGCU Policy 4.002, Possession, Service, or Consumption of Alcohol.

Related Information

Section 409.175, Florida Statutes

FGCU Regulation 9.002, Possession, Service, or Consumption of Alcohol

FGCU Policy 4.002, Possession, Service, or Consumption of Alcohol

Authority

FGCU Regulation -9.001, Use of University Facilities

History of Policy

New 04/22/10; Amended 02/08/11; Amended 01/13/13; Amended 01/13/14; Amended 12/17/15; Amended 09/20/21

APPROVED

 */s/Michael V. Martin
Michael V. Martin, President

 September 20, 2021
Date