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|  | Florida Gulf Coast University Policy Manual | Policy: #3.026 Approved: 01/13/2014 |
| | Title Use Of University Facilities | Responsible Executive: Vice President for Administrative Services and Finance Responsible Office: Campus Reservations |

I. 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 faculty, staff or student groups.

II. REASON FOR POLICY

This policy was created to establish event classification requirements related to space usage fees, contract 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.

III. DEFINITION OF TERMS

- A. *Coordinate* - The planned organization of university and vendor services associated with an event.
- B. *Event* - A gathering using a reservable space.
- C. *Facility Use Agreement* - Contract signed by an outside group for co-sponsored and private group events.
- D. *Facility Use Custodian* - Staff member assigned to schedule, coordinate and manage a specific facility.
- E. *Fee Estimate Form* - Written estimate of facility and service charges associated with an event.
- F. *Governmental Entity* - Federal, state, county, city or other agencies and its affiliates.
- G. *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.

- H. *Memorandum of Understanding* - Signed agreement by an FGCU department or group acknowledging the event is FGCU managed and coordinated and assumes liability for any damages or charges incurred during the event.
- I. *Non-Profit* - Group or entity with a valid 501c3 certification.
- J. *Notification* - Courtesy information regarding events occurring in or around a facility with a space approver.
- K. *Schedule* - To enter events in the university scheduling system.
- L. *Space Approver* - Staff member designated to approve use of specific space on campus.
- M. **Requisite Events:**
1. Events coordinated and managed solely by the University schools, colleges, departments, departmental centers, institutes and grants conducting official University activities. These events must be pertinent to the daily operation and mission of the University, as determined by Campus Reservations.
 2. Events coordinated and managed solely by the Student Government, University 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.
- N. **Non-Requisite Events:**
1. Events that are coordinated and managed by the University schools, colleges, departments, departmental centers, institutes, or grants in conjunction with an outside group. These events must be related to the mission of the University, as determined by Campus Reservations.
 2. Events that are coordinated and managed by Student Government, University Student Organizations officially registered through the Office of Student Involvement or those groups pending registration who have been authorized by the Office of Student Involvement in conjunction with an outside group.
- O. **University Sponsored Event:** Events that are managed and coordinated by an outside group, but a University department, group, college, center, institute or group has agreed to sponsor the event and facilities use rental.
- P. **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

IV. PROCEDURES AND REQUIREMENTS BY EVENT CLASSIFICATION

A. Requisite Events:

1. Requirements:

- a) A contact from the University must coordinate the event with Campus Reservations.
- b) University contact must be in attendance at the event and serve as liaison to Campus Reservations.
- c) FGCU department must provide an FGCU account number for charge back in the event that there are direct service related fees associated with the event. If there are direct costs, an FGCU account number must be provided on the signed Fee Estimate Form no less than fourteen (14) days prior to the day of the event.

2. Fees:

- a) There is no space rental fee for requisite events as they are deemed requisite University business.
- b) Fees will be charged for direct costs for extra services that are requested and provided. Examples of these extra services are: information technology, custodial, staffing requirements, as well as equipment rental, and the like.

3. Facility Use Agreement/Insurance:

- a) A Facility Use Agreement is not required for requisite events as these events are being managed solely by a FGCU department.
- b) Additional insurance will not be required for requisite events unless the event contains an activity which deems it necessary by Environmental Health and Safety.

B. Non-Requisite Events:

1. Requirements:

- a) A contact from the University must coordinate the event with Campus Reservations.
- b) University contact must be in attendance at the event and serve as liaison to Campus Reservations.

- c) FGCU department must provide an FGCU account number for charge back for all fees associated with the event. This FGCU account number must be provided on the signed Fee Estimate Form no less than fourteen (14) days prior to the day of the event. (Payment will not be accepted by an outside group.)

2. Fees:

- a) Non-requisite events are given an 80% discount on all space rental fees.
- b) 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.

3. Facility Use Agreement/Insurance:

- a) Non-requisite events require a one sheet memorandum of understanding that is to be signed by the FGCU department that is managing the event. This memorandum of understanding states that the FGCU department 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 FGCU department acknowledges that their event is an FGCU event; therefore their department is liable for any damages that occur throughout the course of the event. If damages occur during the course of the event, the FGCU department must reimburse the University for all damages incurred. The memorandum of understanding needs to be signed no less than fourteen (14) days prior to the day of the event by the dean or department director.
- b) Additional insurance will not be required for non-requisite events unless the event contains an activity which deems it necessary by Environmental Health and Safety.

C. University Sponsored, Governmental Entity, Non-Profit Events:

1. Requirements:

a) University Sponsored Events

- 1) A contact from the University must be in attendance at the event and serve as liaison to Campus Reservations.
- 2) FGCU department must provide an FGCU account number for charge back for all charges associated with University Sponsored events. This

FGCU 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) Governmental Entity and Non-Profit Events

- 1) Governmental Entity and Non-profit Events must have an event contact in attendance at the event and serve as liaison to Campus Reservations.
- 2) 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) days prior to the day of the event.

2. Fees:

- a) University sponsored, Governmental Entity and Non-Profit events are given a 25% discount on all space rental fees. Proof of 501c3 status must be provided. (Florida Gulf Coast University Alumni Association memberships must be verified.)
- b) 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.

3. 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) days prior to the day of the event.

4. Insurance:

- a) 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 USER's use or occupancy thereof, in an amount not less than:

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|-------------|---------------------------|
| \$1,000,000 | Bodily Injury |
| \$1,000,000 | Personal Injury Liability |
| \$1,000,000 | Property Damage Liability |

- b) USER shall provide FGCU 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 FGCU and shall name the FGCU 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 their agency is self-insured.

- c) Where applicable, and unless exempt, USER shall carry Workers' Compensation insurance in the statutory limits, as required by Florida law.
- d) FGCU shall be notified in writing of any reduction, cancellation or substantial change in the policy or policies at least thirty (30) days prior to the effective date of said action.
- e) FGCU must be notified of any cancellation of insurance for non-payment at least two days prior to the event.

D. Private Events:

1. Requirements:

- a) Event contact must be in attendance at the event and serve as liaison to Campus Reservations.
- b) Event contact must pay for all event-related charges which are listed on the signed Fee Estimate Form no less than fourteen (14) days prior to the day of the event.

2. Fees:

- a) There will be no discount given on space related fees.
- b) 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.

3. Facility Use Agreement:

Private events require a Facility Use Agreement to be signed by the outside group no less than fourteen (14) 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.

4. Insurance:

- a) 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 USER's use or occupancy thereof, in an amount not less than:

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|-------------|---------------------------|
| \$1,000,000 | Bodily Injury |
| \$1,000,000 | Personal Injury Liability |
| \$1,000,000 | Property Damage Liability |

- b) USER shall provide FGCU 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 FGCU and shall name the FGCU 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 their agency is self-insured.
- c) Where applicable, and unless exempt, USER shall carry Workers' Compensation insurance in the statutory limits, as required by Florida law.
- d) FGCU shall be notified in writing of any reduction, cancellation or substantial change in the policy or policies at least thirty (30) days prior to the effective date of said action.
- e) FGCU must be notified of any cancellation of insurance for non-payment at least two days prior to the event.

E. Facility Use Custodian:

1. A Facility Use Custodian will be appointed by the appropriate Dean, Director or senior level position if and 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 a Fee Estimate Form and/or other documents as outlined in the Event Classification Requirements and deemed necessary by FGCU policy and procedures. Notwithstanding, all Facility Use Agreements or any Memorandum of Understanding must be prepared by

Procurement Services or the Office of the General Counsel. (All forms/templates used must receive initial review from the Office of the General Counsel.) A final invoice will be issued by the Facility Use Custodian.

F. Room Restrictions, Approval and Denial:

1. Reasons to restrict use of a room:

- a) Hazardous/Specialized Equipment - Contains 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 and/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 restricted 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 appropriate Dean, Director or senior level position.
- 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:

Restricted rooms will be assigned a Space Approver. The Space Approver can freely 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 Approver will be notified of the request which they can then approve or deny.

Approval of space may not be unreasonably withheld and must meet the criteria listed above.

V. HISTORY

New 04/22/2010; Amended 02/08/2011; 01/13/2013; 01/13/2014

APPROVED

*s/Wilson G. Bradshaw
President

January 13, 2014
Date

NOTE: This policy reflects changes to the formatting only. No changes have been made to the text.

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