



46.012: Facility Rental

Responsible Executive: Vice President for Finance and Business
Responsible Office: Auxiliary Services
Related Policy:
Approved-On Date: March 16, 1995
Effective Date: March 16, 1995
Revision Date:

Policy Statement

This policy and these procedures apply to non-campus organizations, on-campus organizations and NSU faculty and staff, promoters, housing guests, NSU faculty and staff, and private individuals wishing to rent University facilities.

Purpose

This policy and these procedures establishes the appropriate guidelines for the rental of NSU campus facilities to non-campus and campus organizations, departments, schools, divisions, offices and other entities of the University when requesting facility usage for revenue-generating events and activities.

All requests to Auxiliary Services for facility usage are processed for the facility only. Requests for equipment, supplies, and personnel services incur additional expenses.

Procedures

All requests for the use of University facilities by organizations should be directed to the office of Auxiliary Services. **A non-refundable application fee must accompany the application for non-campus organizations.** A complete description of the activity must be submitted as part of the application package. The application process should be completed and approved by the University at least three (3) weeks prior to the event date.

A promoter of the scheduled event such as a concert on campus shall seek approval from the University regarding the University's acceptance of the incoming artist(s) prior to filing a formal application with the University or making final arrangements for the event.

The University reserves the right to co-sponsor or share net revenues with the sponsor. In such cases, provisions in this policy shall not apply.

Activities or events requiring the use of food services only, may be directed to the University's catering department.

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Housing Policy

1. A live-in adult is required for any guest under eighteen (18) years of age.
2. There may be no charge for a child under twelve (12) years of age when accompanied by two (2) paid adults.
3. Guests are responsible for their own linen, towels, pillows, etc.
4. All emergency doors must be locked from the outside at all times but are always operable from the inside. The doors to individual rooms must be properly secured.

The activity shall not be controversial or pose legal threats to the University or its officials. However, preference shall be given to University activities and programs in the scheduling process. The University reserves the right to disapprove or cancel activities at its discretion with proper notice.

The University shall be responsible for the sale and accountability of tickets for those events or activities requiring the sale of tickets. Exceptions require the approval of the Vice President for Finance and/or the Director of Auxiliary Services.

Supporting personnel and security needs shall be determined by the University and assigned to the activity.

A written estimate of expenses shall be provided along with the approved application. Such expenses shall be borne by the sponsoring organization. All expense rates are subject to change without notice - based on actual event(s). Fees will be charged based on approved fee schedule(s). The University, at its own discretion, reserves the right to offer discounts to non-profit groups.

The possession, sale, or consumption of alcoholic beverages and illegal drugs in any form shall not be permitted on campus.

The usages of fees apply to space only. Needed equipment, supplies and personnel services shall be added to the bill.

A 50% deposit of the total charges or \$100, whichever is higher, is required within seven (7) days after a formal approval is given by the University for the Event. The balance must be paid three (3) business days prior to the day of the event. Additional charges for damages or losses shall be assessed and billed separately within three (3) working days after the event. Payment shall be made upon receipt of the bill.

A notice of cancellation of a scheduled event or activity shall be received by the University at least five (5) working days prior to the event date in order to receive a full refund of all amounts paid, less applicable charges, if any. After the cut-off date, the deposit will be forfeited when the cancellation notice is received by the University. The University reserves the right to cancel the event for non-payment of charges due.

Past due accounts will be referred to a credit bureau, Department of Taxation, collection agency and the Attorney General. The past due accounts may be charged interest in accordance

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with the guidelines promulgated by the Department of Accounts and at the underpayment rate prescribed in section 58.1-15 of the Code of Virginia. An additional amount, which shall approximate the administrative cost, attorney fees, and other reasonable collection costs incurred by the University, will be added to the outstanding balance.

All concessions shall be provided by the University for the Event. As such, the event sponsor shall be denied all rights to share in the net proceeds from the concessions.

Release and Indemnity

Applicant shall be liable for all damages resulting from the use of the facilities and services provided by the University. Applicant shall also reimburse the University for all damages to facilities and for the loss of services provided by the University.

The University retains the right to require applicant or any of its participants to leave the University premises when the University finds it necessary or appropriate to do so, and assumes no responsibility to the loss or theft of personal property of applicant or any of its participants. Applicant shall indemnify and hold harmless the University, its officers and employees against any and all claims for the loss, injury, or damages to persons or property, including claims of employees of applicants or their agents arising out of activities conducted by the University at the request of the applicant. The University assumes no liability whatsoever for any property placed by purchaser in University buildings or in University properties.

INSURANCE COVERAGE AND LIMITS REQUIRED AT THE OPTION OF THE UNIVERSITY:

- a. Worker's Compensation – Statutory requirements and benefits
- b. Employers Liability - \$100,000
- c. Commercial General Liability - \$1,000,000 per occurrence/ \$3,000,000 aggregate
- d. Pollution impairment liability (when appropriate)
The Commonwealth of Virginia is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operation, Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability. Prohibited activities include but are not limited to:
 1. Fireworks and pyrotechnics
 2. Fire arms and personal weapons
 3. Undomesticated animals
 4. Motorized performance competitions
 5. Sound levels potentially harmful to spectators and staff, or disturbing to neighbors.For additional concerns or restrictions, please contact the University Police.
- d. Automobile Liability - \$1,000,000