

## FACILITIES USE POLICIES

The primary purpose of Missouri Southern State University's facilities is to help provide for the higher educational needs of Missouri residents. Proper care, efficient scheduling and use of these facilities is a reasonable expectation on the part of those responsible for approving funding the University's operation. Certain buildings, parts of buildings, or other facilities may be made available for use by campus or off-campus groups when such use does not interfere with the primary purpose for which it was constructed. The following priority system is considered in determining assignments for use:

**Priority I.** Direct and related activities of the University's academic/intercollegiate athletics programs.

**Priority II.** Authorized activities of the University's faculty, staff, or student activity programs.

**Priority III.** Use of University facilities by outside organizations, but permission will not be granted for use by any individual, group or organization for private profit.

### **Regulations for Use:**

1. All individuals, groups or organizations arranging for and using University facilities ("Permittee(s)") shall abide by all Federal, State and local laws and the University's regulations.
2. Safety and the protection of University property is to be stressed at all times.
3. Rules of common courtesy shall be followed by those in charge and all in attendance.
4. The serving, sale, use or possession of any alcoholic beverage is strictly prohibited on all University property, except where prior University approval is given in writing by an authorized officer of the University, subject in all cases to applicable laws and to compliance with University policy and with terms and conditions of the *Request to Serve Alcoholic Beverages on MSSU Campus* application submitted to University in request of such approval.
5. Rules pertaining to each facility (house rules) shall be observed. This includes a separate use of grounds policy. Copies of such rules will be furnished to the user with notification of permission for requested use.
6. No University equipment or furnishings shall be removed from or moved within the facility, except with prior written permission from the Director of Physical Plant or his representative.
7. Persons, groups or organizations to whom or which permission is granted for the use of any University facility shall be jointly and severally liable for damage to the facility or to any University property therein occurring during the period of such use. Permittee agrees to indemnify, hold harmless and defend University against any and all losses, damages, costs, and expenses including reasonable defense costs, arising from any and all claims for personal injury, death, property damage or economic loss, arising in any way from or relating to this agreement.
8. It is expressly understood and agreed that before the Permittee uses University facilities, Permittee shall subscribe for, and shall maintain in full force and effect during the progress of the Services, the following minimum insurance coverage's:
  - A. *Workmens' Compensation and Occupational Disease Insurance* in accordance with statutory requirements of the State in which the Services are to be performed.
  - B. *Employers Liability Insurance* with minimum limits as follows:
    - Each accident \$1,000,000
    - Disease – each employee \$1,000,000
    - Disease – policy limit \$1,000,000
  - C. *Commercial General Liability Insurance* ("occurrence form"), that covers all of Permittee's obligations to University and claims for bodily injury, personal injury and property damage which may occur while using University facilities, with an insurance company that is Bests rated at least A-VII. The policy shall provide minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate combined single limit.
  - D. *Automobile Public Liability and Property Damage Insurance* with a combined single limit for bodily injury and/or property damage in the amounts set out in subparagraph B above.
    - University shall be named as an additional insured on the Commercial General Liability and Automobile policies;
    - The Workers Compensation, General Liability and Automobile Liability policies will each include a waiver of subrogation in favor of University;
    - Permittee shall furnish certificates of insurance satisfactory to the Director of Physical Plant/Risk Manager at University evidencing the above.
    - Permittee hereby releases and relieves the University, and waives its entire right to recover damages against the University, for the perils required to be insured against herein.
9. In the event any participant in any activity to be carried on in any University facility, the use of which is granted under this policy, appears either before or during a performance to be noticeably under the influence of intoxicating liquor or drugs, or in the event any participant during a performance uses abusive or obscene language or obscene gestures or movements, representatives of the University may forthwith cancel or stop the performance and terminate the permission granted to use the facility. All deposits made by the applicant shall be forfeited, and the University shall have no liability of any kind to the applicant.
10. All applications for the use of any University facility shall be made through the individual responsible for scheduling the facility. No request will be considered for a use which is to take place more than 120 days from the date the request is received.
11. All applications shall contain the name of the individual, group or organization requesting the use, the type of activity proposed, dates and times desired, admission charges (if any), and any other pertinent information.
12. All applicants will be given written notice of action on their requests. If a request is granted, the application will be approved by the appropriate University Vice President or Director of Physical Plant. Applicant's signature on application shall be conclusive evidence that permittee(s) is/are using the facility subject to the rules and regulations herein set out.
13. Charges for use by Priority groups described above:
  - a. **Priority I** users will not be charged except that such individuals or departments may be required to pay for extraordinary costs such as for special insurance, overtime, abnormal wear or damages, or excessive use of supplies.
  - b. **Priority II** users may be required to pay the costs described in 13a plus 60% of the current operational cost rates in effect for the facility. Rates are to be available in writing and are to include such costs as utilities, insurance, cleaning supplies, custodial, technical, security, managerial, or other labor, materials, or other costs as may be required of the University to carry out the function in a satisfactory manner.
  - c. **Priority III** users may be charged for such costs as described in 13a plus the full current operational cost rates described in 13b.
  - d. University personnel shall be used for the preparation of the facility and for the cleanup thereafter. Payments for the personnel shall be made through the University only.
  - e. A cash deposit or security for the costs described in 13 may be required with the request for facilities use. In the case of late (less than 24-hours' notice) cancellations, the user may be charged for the costs incurred, for set-ups or other costs resulting from the cancellation.
  - f. The facilities use form will contain an estimate of the costs to be incurred in the use of any facility, said estimate shall include a breakdown of various charges. This is exclusive of any charges described in paragraph 7 above.
  - g. The Vice President for Business Affairs or a designated representative may, with the approval of the University President, waive all or part of the foregoing charges, in appropriate circumstances.
14. If an invitation to an outside speaker or program requires a financial commitment, the business officer of the University shall negotiate and sign the contract with the exception of CAB sponsored activities. The finance officer will not honor requests for payments of an honorarium and/or expenses incurred without prior written authorization. Any exceptions must be authorized by the President of the University.
15. Publicity and communications concerning any meeting shall clearly identify the sponsoring organization and shall carefully avoid any stated or implied University sponsorship. The University is not available for exploitation. Special interests out of harmony with its educational objectives will not be served.
16. If an off-campus speaker is to be invited to address an open meeting of a recognized academic student organization, the faculty advisor, department head, and academic dean must give their approval before the invitation is extended. Non-academic student organizations must have the approval of their advisor and the office of Student Services before the invitation is extended. No University facility may be reserved for an open meeting without evidence of the required approval. A roster of recognized student organizations and their faculty advisors will be provided annually by the Vice President for Student Services.
17. In all open meetings at which an off-campus speaker will speak, a tenured faculty member, selected by the sponsoring organization, shall serve as a moderator and a reasonable period shall be reserved for questions from the audience.
18. The responsibility for the interpretation of these regulations rests with the Vice President for Student Services for student use and the Vice President for Business Affairs or Director of Physical Plant/Risk Manager for outside use, except for academic regulations which will be interpreted by the Vice President for Academic Affairs.
19. The ultimate authority in the approval and disapproval of the aforementioned programs is the President of the University.
20. The University's license agreement with ASCAP does not cover any musical attractions which are being co-sponsored or co-promoted by the University and any independent concert promoter or other organizations of this nature. The promoter/organization will have total responsibility for all required royalties.
21. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO CIRCUMSTANCES WILL UNIVERSITY'S LIABILITY TO PERMITTEE IN CONNECTION WITH THIS AGREEMENT EXCEED ANY AMOUNTS PAID BY PERMITTEE TO UNIVERSITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL UNIVERSITY HAVE ANY LIABILITY WHATSOEVER FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

Return all copies of this signed form with check for deposit to:

Cashier – Business Office

Missouri Southern State University, 3950 East Newman Road, Joplin, MO 64801-1595