

## I. PURPOSE

The facilities at Kansas Wesleyan University exist to support the educational mission and strategic goals of the university. The facilities are available primarily for programs offered by and intended for the campus community. KWU also seeks to be accessible to the larger community. To the extent that space is available, the university welcomes community groups and organizations to utilize limited, designated spaces in certain campus facilities for purposes compatible with the university's mission and strategic goals.

The purpose of this policy is to set priorities for facilities usage, define scheduling procedures, and establish charges associated with event management and facility usage. Activities shall in no way violate the purposes, property, policies, procedures, or regulations of the university or federal and state laws. All organizations are expected to follow the rules and regulations governing the particular facility or grounds being used.

Permission to use a facility does not imply endorsement, sponsorship or support by the university of the views, opinions or programs of the users or speakers. KWU seeks to host events that affirm the values of the university.

## II. DEFINITIONS

A. **Facilities:** all buildings, indoor and outdoor space and parking lots, on campus or off-campus, owned or managed by Kansas Wesleyan University.

B. **Campus Groups:** administrative or academic units within the university, staffed by full or part-time employees acting within the scope of their employment, or student groups recognized by and registered with the Student Development office (hereinafter "Student Groups"). Also included are the intercollegiate athletic department and teams, university committees, task forces, governance bodies, and councils.

Examples of Campus Groups include Student Nursing Organization, Alpha Chi, Student Government Association, Choir, Debate and Forensics Team.

C. **University Events:** events which carry out the instructional, research and public service mission and strategic goals of the university. University Events also include other programs that are regular and normal functions of a KWU department or Student Group.

Examples of University Events include Intersections Programs, KWU Music Concert, KWU Theatre Performance, Hoops for Heart, Blood Drives, athletic competitions.

D. **University-Associated Entity or Sponsored Groups:**

Generally defined as not-for-profit organizations established and approved as having an affiliation with KWU or entities sponsored by a university division, office, department or registered student group, hosting a University Event.

Examples of Associated Entities include Audubon Society Meeting, Sky Watch Program, St. Mary's Elementary School Program, Leadership Salina Luncheon, United Methodist Church Conference, USD305 Principals/Teachers, Psychology/Teacher/Nursing Association Meetings, Salina Youth Symphony, debate and forensics tournament

- E. **Off-Campus Groups [hereinafter OCG]:** all other categories of prospective users hosting non-University Events, even though some of the members or participants may be university personnel, alumni, or students. OCG may be an individual, not-for-profit or for-profit organization.

Examples of OCG or OCG events include Girl Scouts, United Way, Relay for Life, Ambucs, Fe for a Cure Race, Salina Chamber of Commerce Candidate's Forum, weddings, Salina Journal Christmas party, Salina South/Central After-Prom, Tim Tebow Night to Shine

### III. **SCOPE**

This policy applies to all University Groups, University-Associated Entity or Sponsored Groups, and Non-University Groups using university facilities or grounds.

### IV. **REQUIREMENTS FOR SPACE SCHEDULING**

- A. All groups must complete a scheduling request form online at [www.kwu.edu/reservations](http://www.kwu.edu/reservations).
- B. Fees for hosting events on campus include room rental charges, hospitality fee, technical services fee in Sams Chapel and Fitzpatrick Auditorium, and cleaning fees as applicable (see the fee schedule on page 6).
- C. Depending on the nature of the event or activity, the Director of Special Events will be involved in the decision of granting space to the requesting organization.
- D. Where requests are received at the same time, from different groups, priority in reserving facilities is generally considered as follows: first priority is to Campus Groups; second priority is to University-Associated Entity or Sponsored Groups; last priority is to OCG Groups.
- E. University faculty and staff who wish to assist Groups with facilities requests should notify and work with the Facilities Coordinator before confirming space availability with the Group. Using KWU employee privileges on behalf of Off-Campus Groups is not permitted (i.e. Using a classroom for a 4-H Club meeting in which an employee's child is a member without formally submitting the request through the Facilities Coordinator).
- F. Evidence of Insurance  
Off-Campus Groups, and in some circumstances, University-Associated Entity or Sponsored Groups, must provide evidence of insurance at least three weeks prior to the event, or the event will be considered cancelled. The following are required:
1. Commercial General Liability (CGL) insurance or OCG, University-Associated Entity or Sponsored Group's Liability Insurance naming Kansas Wesleyan University as an additional insured in an amount of not less than \$1 million per occurrence. If the use of facilities includes physical activities, such as sports camps, the CGL limit shall be \$2 million per occurrence with no athletics activities exclusion.
  2. Any OCG, University-Associated Entity or Sponsored Groups with minors on campus shall provide evidence of Sexual Misconduct/Abuse Liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable.
  3. Any Off-Campus Group, University-Associated Entity or Sponsored Group that brings employees or volunteers to campus to work the event (ie. YMCA sponsored Tumble in the Jungle), must provide evidence of statutory Workers Compensation insurance and \$100,000 of Employers Liability Insurance.

4. Any OCG, University-Associated Entity or Sponsored Group providing athletic trainers on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than \$2 million per occurrence/\$2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.

**a. Off-Campus Groups, University-Associated Entities or Sponsored Groups are required to provide \$1 million insurance rider if they are not a school district or university and meet one of the following criteria:**

- The event has more than 25 attendees
- The event attendees include minors under 18 years of age
- The event will involve physical activity
- The event includes a catered meal on campus provided by Sodexo
- They have more than three (3) workers or volunteers from their organization present

**b. Exemptions:**

KWU reserves the right to provide exceptions to this requirement under specific circumstances. Organizations requesting an exception to this requirement must submit their request in writing using the form attached hereto (see EXCEPTION REQUEST, page 16), and only upon approval of such request by the Facilities Scheduling Coordinator will the organization be exempt.

- G. As a general rule, once space has been reserved and confirmed, groups will not be rescheduled or moved. However, the university reserves the right, at its discretion, to move any group to another facility or reschedule an event to accommodate the needs of groups assigned a higher use priority by this policy or to maintain venue-specific needs or due to safety and/or security reasons.
- H. Dates on which significant University Events are scheduled will be unavailable for OCG, University-Associated Entities or Sponsored Groups. Such dates may include, but are not limited to, Move-in days, the first day of classes, convocation, Admission visitation days, final examinations, and Commencement week (Tuesday through Sunday). In addition, reservation requests for days in which the university is closed in observance of holidays or for university academic breaks (fall break, Thanksgiving break, Christmas break and spring break), will not be granted for OCG, University Entities or Sponsored Groups and may be limited for Campus Groups. If an exception is made, a holiday premium charge may apply. These dates are posted on the university calendar for each term and are available on the university website.
- I. Outdoor events with amplification must comply with the local sound ordinance and university policy.
- J. Generally, programs being held for fundraising purposes are prohibited. The intent of the policy is to shield university faculty, staff, alumni and students from being solicited by OCG.
- K. Facility use may be denied based on security issues.

**V. GUIDELINES FOR RESERVING ROOMS**

Scheduling of university facilities is provided on a first-come, first-served basis. University Events have first priority, co-sponsored activities second priority, and non-campus activities third priority. Scheduling of OCG activities is limited to six months in advance. Advance scheduling will be tentative until after the academic calendar has been confirmed each year.

### **How to make a reservation:**

1. Reservations for the use of university facilities are made online by completing a Facilities Usage Request Form through Astra Scheduler at [www.kwu.edu/reservations](http://www.kwu.edu/reservations). If you have further questions, you may call the Facility Scheduling Coordinator, from 8 a.m. to 2:30 p.m., Monday through Friday, at 785-833-4329.

The following information will be necessary in order to schedule an activity or event in campus facilities:

- Type of event
  - Activities/Purpose of meeting or event
  - Sponsoring organization (KWU office/department, staff or faculty member)
  - Number of persons (adult and minors) expected to attend the meeting or event
  - Date, time and number of hours requested
  - Room (s) requested
  - Physical arrangements: arrangement of chairs and tables, microphones (number and locations) podiums, projection screen, extension cords, lighting, whether registration facilities will be needed, or any other physical arrangement not listed.
  - Food requests (approved by Food Service Manager)
  - Name, address, telephone number of the contact person who will be on campus during the event
  - Billing information
2. The Facilities Scheduling Coordinator will verify that the room(s) requested are available and that the online form has been properly completed.
  3. The Facilities Scheduling Coordinator will forward copies of the form to the appropriate offices for approval. Any single event that will bring more than 50 visitors to campus must be approved by the Senior Director of Strategic Communications and Engagement and the Director of Plant Operations.
  4. Once the internal approvals have been obtained, the Facilities Scheduling Coordinator will send the Facilities and Services Agreement to the event organizer via email. The form must be returned to the business office within seven (7) days; all insurance forms (if applicable) and fees are due within three (3) weeks of the event. NOTE: THE RESERVATION IS NOT CONSIDERED CONFIRMED UNTIL THE PERSON REQUESTING THE SPACE HAS RECEIVED AN EMAIL CONFIRMATION FROM THE FACILITIES SCHEDULING COORDINATOR.
  5. If food service is required, contact Sodexo Food Service ([Sodexo.catering@kwu.edu](mailto:Sodexo.catering@kwu.edu)) at least three (3) weeks in advance of the event. Food provided by any caterer or vendor other than Sodexo must first be approved by Facilities Scheduling Coordinator.
  6. All cancellations or changes are to be reported to the Facilities Scheduling Coordinator to allow for rescheduling. Please notify the Facilities Scheduling Coordinator about cancellations as far in advance of the scheduled time as possible. No fees will be returned if an event is cancelled less than seven (7) business days prior to the scheduled date.

### **VI. REGULATIONS GOVERNING FACILITY USAGE**

- A. Smoking or use of smokeless tobacco is prohibited on the campus.
- B. No alcoholic beverages are permitted on the campus.
- C. No tape or tacks are to be used to affix materials to walls, glass, furnishings or draperies. DO NOT POST SIGNS ON GLASS OR WALLS. DO NOT USE PERMANENT MARKER ON WHITE BOARDS.
- D. Area will be reasonably cleaned upon usage. Refuge and trash are to be discarded into proper receptacles by supervising party immediately after the event. Large amounts of debris must be disposed of by the scheduling party in the dumpsters on the north side of the Student Activities Center parking lot.
- E. Special equipment not belonging to the university must be removed at the conclusion of the event. The university reserves the right to move and discard materials left in campus buildings.

- F. Neither signs nor posters publicizing events may be placed on university property without prior permission of the Student Development Office (lower level of Pioneer Hall).
- G. The use of glitter, rice or confetti is not allowed inside the building or on the campus grounds.
- H. Computers, televisions and other equipment within the facility may not be used unless requested and approved on the reservation form.
- I. All additional fees will be invoiced within a week of the event with terms net/30.

## **VII. CHAPERONES FOR OCGS WITH MINORS**

Elementary, middle and senior high school groups (with students under 18 years old) must bring a minimum of one adult chaperone (at least 21 years old) per eight (8) students and are responsible for:

- 1. Controlling noise levels in buildings (students are in class and staff are working)
- 2. Ensuring property is being respected (your group is liable for any damages to campus facilities)
- 3. Keeping the campus clean (including restrooms)

If any of the above are not carried out, your group will be charged accordingly and may not be permitted to use the campus facilities in the future. See the Facilities and Services Agreement for required forms for minors on campus.

## **VIII. PRIORITIES**

### **A. Academic Space Scheduling**

- 1. The scheduling of academic classes has the *highest* priority. Other use of university facilities must not interfere with these activities.
- 2. Priority categories other than classes for Academic Space:
  - 1. First Priority – University Events and University-Affiliated Events: academic meetings, departmental and related committee meetings
  - 2. Second Priority – Student group events
  - 3. Third Priority – University Events and University-Affiliated Events
  - 4. Fourth Priority – OCG Events
- 3. Weekend events may be scheduled in academic space beyond the current semester if it can be verified that the requested space will not be needed for academic purposes. If there is a possibility that the space will be needed for academic programs, the request will not be confirmed until classes are loaded for the semester in question.
- 4. Limited designated spaces are available for use by Off-Campus Groups, University-Associated Entity or Sponsored Groups including: Brown Mezzanine, Hauptli Student Center, Backstrom Conference Room, Stanton Conference Room, Stewart Dining Hall, Muir Gymnasium, Mabee Arena, Graves Family Sports Complex, Fitzpatrick Auditorium, Sams Chapel and specific classrooms, based on availability. These are the only academic spaces available for use by OCG, University-Associated Entity or Sponsored Groups. Fees may apply according to the group's classification and type of event.

### **B. Athletic Facilities Space Scheduling**

The scheduling of team competition, practice and activities are the *highest* priority for athletic facilities. Other use of athletic facilities must not interfere with these activities.

#### **IV. PARKING**

Guests can park in any non-restricted space in KWU parking lot, street parking or the east side of University United Methodist Church (except for Wednesday evenings, Saturday mornings, and Sunday mornings before noon). Bus and large van parking are available on the east side of the Student Activities Center parking lot or alongside the north end of the Graves Family Sports Complex. Do not park large vans in the parking lots off of Cloud Street. Any vehicle parking in designated RESERVED parking spots or bus lanes will be subject to towing at the owner's expense. Buses may drop off and pick up students in the Student Activities Center lot. The campus map is available at [www.kwu.edu/map](http://www.kwu.edu/map).

#### **X. FOOD ON CAMPUS**

##### **Food Service Scheduling & Provision of Food Service in Reserved Spaces**

All food services must either be provided by the university contracted food service provider or by a licensed food service provider (approval is required by the facilities scheduling coordinator). If you need catering assistance, please contact our Sodexo team at least three weeks prior to your event at [Sodexo.catering@kwu.edu](mailto:Sodexo.catering@kwu.edu) or 785-833-4432.

1. Outside food (such as pizza) is permitted; however, the requesting organization must dispose of all boxes in the dumpsters on the north side of the Student Activities Center parking lot on Claflin Ave. If they are left in the building, a cleaning fee may be charged.
2. All groups are responsible for cleaning up the space used. A clean-up fee of \$100 or more will be assessed if this is not properly accomplished. This charge applies to all university, student and OCG groups.
3. Staff pot-lucks are permitted; however, food made by individuals without a food license should not be served on campus to campus visitors. Clean-up fees may apply.
4. Alcohol is prohibited on campus.
5. No food or drink permitted in Sams Chapel or Fitzpatrick Auditorium.

#### **XI. WEDDINGS**

In general, Kansas Wesleyan does not allow weddings on campus. Exceptions may be made for employees, alumni and board of trustees; however, this is at the discretion of the university administration and is not guaranteed. If exceptions are made, weddings can only be scheduled from May 30 through July 30. Fees will apply. Contact the Facilities Scheduling Coordinator for more information.

## XII. RENTAL FEE SCHEDULE

Room and equipment rental and hospitality fees are charged to OCG, University-Associated Entity or Sponsored Groups based on a variety of factors including event date and time, number of attendees, room(s) requested and scope of the event.

### Hospitality Charges

This fee covers facilities/housekeeping staff, toiletries, utilities, set-up, tear-down and other expenses associated with hosting events on campus. These fees are charged based on the number of attendees.

Number of attendees	For-Profit	Non-Profit
Less than 100	\$100	\$50
100-200	\$250	\$100
200-300	\$300	\$125
300-400	\$350	\$150
500+	\$400	\$175

Host	Complete Facilities and Service Agreement	Tech Fee for Sams Chapel Fitzpatrick Auditorium	Insurance Rider	Liabile for Damages	Additional Cleaning Charges could apply	Room or Hospitality Charges
Campus Group	No	Yes	No	Yes	Yes	No
University Associated Entity	Yes	Yes	Possibly+	Yes	Yes	Possibly*
Off-Campus Group	Yes	Yes	Yes	Yes	Yes	Yes

+see page 14, Insurance

\*It is at the discretion of the university, based on the scope and date of the event, the size of the group, setup/tear down needs, resources, and resources required whether room charges or a hospitality fee will be applied.

### A. Graves Family Sports Complex

Students and community members are welcome to use the track when teams are not practicing on the track or the field. The track is closed to the public during team practice. It opens at 6 a.m. daily for recreational use by students, faculty, staff and community members, and it closes at dusk. The track will not be open when it is snow covered or the forecast calls for accumulation of snow. The gate in the northwest corner of the facility is open for public entrance.

- Both fields and the stadium (bleachers, plaza) are not available at any time for community use.
- Pets, strollers, roller blades, bicycles, food and sunflower seeds are prohibited at all times in the sports complex.
- Requests for authorized use of the facility should be directed to the Athletics Office (785-833-4400). Fees may apply.

Graves Complex				<u>Internal Camps</u>
		<u>No Fans</u>	<u>With Fans</u>	
One game	3 hours	\$200	\$600	
Half day	Up to 5 hours	\$300	\$800	\$100
Full Day		\$500	\$1,000	\$200

### Mabee Arena and Muir Gymnasium

University athletic teams have first priority for scheduling these two gymnasiums; university and student groups have second priority; and outside organizations have third priority.

Requests for authorized use of the gymnasiums should be directed to the Athletics Office (785-833-4400).

<b>Mabee Arena</b>		<u>No Fans</u>	<u>With Fans</u>	<u>Internal Camps</u>
One game	2 hours	\$200	\$500	
Half day	Up to 5 hours	\$300	\$600	\$100
Full Day		\$500	\$1,000	\$200

<b>Muir Gym</b>		<u>No Fans</u>	<u>With Fans</u>	<u>Internal Camps</u>
One game	2 hours	\$100	\$150	
Half day	Up to 5 hours	\$200	\$300	\$100
Full day		\$400	\$500	\$200

### Additional Charges for Athletics Facilities

<b>Security</b>	\$25/hour (min. 4 hours)		
	250-500 fans	1 officer	\$100
	500 plus	2 officers	\$200
<b>Additional Cleaning</b>	500-1,000 fans		\$50
	1,000 plus		\$100
<b>On-Site Supervisor</b>	Required for 500 fans or more		\$25/hr

### Outdoor Living Space

The outdoor living space, located on the southwest plaza, is available to university and student groups only. There will be a \$100 cleaning fee if the organization does not leave the space in the same condition in which it was found. If used for a special event, the space must be reserved through the Facility Scheduling Coordinator.

### Sand Volleyball Courts

The sand volleyball court is available to university and student groups only. It is not open to the public. No pets are allowed on the court. The space is open to student and university groups; however, it can be reserved in advance through the Facility Reservation Coordinator and those with reservations will get top priority for usage.

### Building hours:

Student Activities Center | M–F 6A–11P; Sat 9A–10P; Sun Noon–10P

Memorial Library | M–F 8A–11P; F 8A–5P; Sat 1P–5P; Sun 2P–11P

Peters Science Hall | M–F 7A–10P

Pioneer Hall | M–F 7A–10P

Sams Hall of Fine Arts | M–F 7A–11:30P

The Gallery | M-F 7A–11:30P

Shriwise Dining Hall | M-F 7:15A-1:30P; 4:30P–10P; Sat 11A-12:30P & 5P-6:30P, Sun 12P-1:30P



## Sams Chapel | Pioneer Hall

### BEGINNING AT \$500

- The Facility Scheduling Coordinator will contact the music department chair to confirm the dates and availability of the facility before confirming the date with the organization.
- The music department chair will assign a manager to the event, and the manager will contact the facility user 24 hours before the event to confirm set up and rehearsal time it requires.
- A KWU Sound & Light Technician must be present at all events in Sams Chapel at a fee of \$15/hour; this fee is not waivable.
- Any items brought into the facility, as well as all trash, must be removed from Sams Chapel following the ceremony. The use of glitter, rice or confetti is not allowed inside the building or on the campus grounds.
- Basic setup includes one podium, one microphone, projector, basic lighting and sound.  
Note: There is not a screen in Sams Chapel.
- Sams Chapel is not available Monday-Friday from 4-6 p.m. due to orchestra/band practice.

## Fitzpatrick Auditorium | Sams Hall of Fine Arts

### BEGINNING AT \$200

- The Facility Scheduling Coordinator will contact the theatre department chair to confirm the dates and availability of the facility before confirming the date with the organization.
- A KWU Sound & Light Technician must be present at all events in Fitzpatrick Auditorium (at a fee of \$15/hour; not waivable).
- Any items brought into the facility, as well as all trash, must be removed from Fitzpatrick following the event.
- Food and beverages are not permitted in Fitzpatrick Auditorium.
- A microphone, podium, screen and projector are available at no charge; guests must bring a computer if a PowerPoint presentation will be used.
- If the lobby outside of Fitzpatrick is needed, it must be scheduled separate of the auditorium.

### Additional Fine Arts Facility Charges

Additional equipment is available:

- Podium with mic: \$50
- Choir Shells: \$50
- Choir Risers: \$10 per section
- Advanced Sound: \$50 (monitor speakers, extra microphones)
- Advanced Lighting: \$50 (up to 10 cues)
- Percussion Instruments (determined based on needs)
- Additional costs for equipment and labor will be determined based on the event requirements.

	<b>Sams Chapel</b>	<b>Fitzpatrick Auditorium</b>
Capacity	1,200	175
Stage	Yes	Yes
Fees (basic setup)*	Min. \$500	Min. \$200
Tech Fees	\$15/hr	\$15/hr
Hospitality Fees	Apply	Apply
Equipment	Piano, Podium, projector	Podium, projector, screen
Best Event Venue	Music concerts	Theatre performances, speaker presentations, panels

\*Additional fees may apply based on event type, date, time, setup/teardown requirements and additional equipment and resources requested.

### **Hauptli Student Center/Brown Mezzanine**

#### **BEGINNING AT \$200/\$100**

This basic fee includes usage of the facility in the current layout. If tables need to be added, removed, set up or torn down, additional facilities fees will apply. A cleaning fee will be assessed if the area is not cleaned by the organization prior to exiting the building.

Cannot be reserved by OCG while classes are in session. Note that this is a public space for our students and while private events may reserve the space, we cannot guarantee that students will not enter the space during the private event.

### **Graves Family Sports Complex**

Charges for rental of the Graves Family Sports Complex are based on a variety of factors. Please contact the Athletics Office (785-833-4400) to discuss rates.

### **Mabee Arena and Muir Gymnasium**

Charges for rental of either gymnasium are based on a variety of factors. Please contact the Athletics Office (785-833-4400) to discuss rates.

### **Classrooms**

#### **BEGINNING AT \$75/DAY**

Classrooms can be reserved for \$75/day based on availability; academic and University Events take priority.

### **Conference Rooms**

#### **BEGINNING AT \$150/DAY or \$20/HOUR**

Conference rooms are at a premium Monday through Friday from 8 a.m. to 5 p.m.; University Events take priority.

### **Residence Hall Rooms**

#### **BEGINNING AT \$15/DAY**

Requires permission from Student Development (must provide own bedding).

### **PROMOTION OF EVENTS ON CAMPUS**

All internal organizations are encouraged to work with the MARCOM department to post events open to the public, on the website calendar and social media channels.

Outside organizations that use Kansas Wesleyan's name or logo on fliers must first get approval through the MARCOM office (785-833-4502) before printing or posting any materials.

NOTE REGARDING PUBLICITY: Outside organizations that host events at KWU can't use Kansas Wesleyan University in the title of their event. The wording should read: Event Name, Date, Time, hosted at Kansas Wesleyan University. It should not read: Kansas Wesleyan University hosts or Kansas Wesleyan University presents. This is an indicator that the university is sponsoring the event.

## **PHOTOGRAPHY RELEASE**

The Kansas Wesleyan campus community is the best resource for portraying the life of the university, and as a result, images/videos of people publicly engaged in university-related events or campus life are often taken for these purposes. Kansas Wesleyan University reserves the right to take photographs of campus facilities, events, faculty, staff, students, and guests in any areas of the campus where subjects would not have an expectation of privacy.

Kansas Wesleyan University uses photographs, photographic images, names, and audio/video recordings of employees, students, or guests for general publicity in publications, on its website, on social media, in public relations, promotions, and advertising, etc. Your presence in or around university facilities and/or properties, as well as at off-campus university-sponsored events, constitutes your consent to capture and/or use your image or likeness without remuneration.

Kansas Wesleyan University does not collect release forms from its students, faculty, staff members or guests for the use of images or films taken on campus. We understand that there may be employees, students (or parents/ guardians of such person if under the age of 18), or guests who may wish to not be photographed or have their image used for university-related purposes and can opt-out by contacting the Marketing and Communications Department at 785-833-4502.

## **RELATED LAWS AND POLICIES**

All groups must be in compliance with all local, state, and federal laws and all pertinent KWU policies, such as, but not limited to noise ordinances, occupancy limitations, freedom of expression areas, alcohol, smoking, solicitation, weapons, political activities, filming, and special event security.

## **CONTACT INFORMATION WHILE USING FACILITIES DURING EVENINGS AND WEEKENDS**

Contact the appropriate person listed below should an issue arise with your scheduled event during the weekend. Please note that ALL usage of facilities must be scheduled with the Facilities Reservation Form and submitted to the Scheduling Office for approval – prior to the weekend

Maintenance After Hours: 785-829-6016

Security: 785-829-6017



## Facilities and Services Agreement

This Facilities and Services Agreement is made and entered into between Kansas Wesleyan University [KWU], herein called "KWU" and \_\_\_\_\_, herein called Off-Campus Group ("OCG") and referred to in the Facilities Usage Policies as University-Associated Entity or Sponsored Groups or Non-University Group).

1. **THE EVENT.** This Agreement is for the use of \_\_\_\_\_. The period of use will begin at \_\_\_\_\_ AM/PM on \_\_\_\_\_ and will end at \_\_\_\_\_ AM/PM on \_\_\_\_\_, including OCG's set-up and tear down.
2. **PAYMENT.** In consideration for the mentioned facilities/services described herein, the OCG agrees to pay [KWU] within two weeks of the event date, the sum of \$\_\_\_\_\_ for the room charge and \$\_\_\_\_\_ for a hospitality charge for up to \_\_\_\_\_ people. Additional rental fees include: \$\_\_\_\_\_ for \_\_\_\_\_. Total payment for this event, \$\_\_\_\_\_, is due within two (2) week sof the event date, or the event will be considered cancelled.

All checks should be made payable to: Kansas Wesleyan University and submitted with a copy of this agreement to ATTN: Jenny Lawson, KWU, 100 E. Claflin Ave., Salina, KS 67401.

Reservation fees may be refunded in the event of cancellation by an OCG on the following basis:

- When notice is received earlier than seven business (7) days prior to the reserved date(s).
- When notice is received seven business (7) days or less prior to the reserved date, no refund will be made.

Any charges incurred above the costs listed will be billed immediately following the event, payable within fifteen (15) calendar days.

3. **SERVICES.** Routine services include use of facilities on an "as is" basis (for instance classrooms arranged in their normal manner.) Facility and equipment set-ups and breakdowns varying from these norms will be considered extra services and will be charged as such for the time required to perform them, included in the Hospitality Fees. Tables and chairs required for OCG must be requested at least two weeks prior to the event and will be included in the hospitality charge when requested at least two weeks prior to the event. Furnishing of media equipment (projectors, screens microphones and amplifying systems, etc.) is considered extra service and is charged for as arranged with the Facilities Coordinator at least two weeks prior to the event. OCG must obtain KWU's written permission prior to bringing any furnishings or equipment on campus. OCG may not dig, hammer stakes, etc. without KWU's written permission. Any damage caused by OCG will be OCG's responsibility.
4. **WIRELESS ACCESS.** KWU will provide wireless access to the Internet (KWU Guest: SunflowerBank86!), provided that the OCG will adhere to acceptable use standards. Access to computers in space that is being reserved is prohibited unless otherwise approved by the Facilities Coordinator. If the OCG cannot adhere to acceptable use standards, the privilege will be withdrawn and appropriate sanctions will be imposed.

5. **FACILITY RULES.** OCG is required to adhere to all KWU policies, regulations, guidelines, and all local, state and federal laws concerning health, safety and public order. A copy of KWU's regulations will be provided to the OCG upon request.
6. **EVENTS WITH MINORS AS ATTENDEES.** Any OCG having participants or participant dependents under the age of 18 must provide adequate adult supervision at all times during the OCG scheduled dates on campus. OCG shall present to KWU's Facilities Coordinator, one day prior to arrival, a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents, to allow for treatment should injury or accident occur for every minor child unaccompanied by a parent [groups, such as school districts, are exempt if they receive this form in advance from all participants].
7. **EVENTS WITH SCHEDULED PHYSICAL ACTIVITY.** OCG shall require all participants and supervisors to sign an Assumption and Acknowledgement of Risk Form that includes a detailed description of the event's risks and potential injuries. OCG shall require all participants and supervisors to sign a waiver form waiving all claims against the "Releases" as described in Section 9 with respect to or arising out of, any death or any injury that may be suffered or sustained by the participant or supervisor as the result of any OCG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belonging to participant or supervisor on KWU property including but not limited to any property placed by participant or supervisor in or about KWU buildings, properties or facilities.
8. **NOTICE.** OCG agrees to provide timely notice to KWU of any occurrence of personal injury, death, or property loss, damage or destruction arising from the conduct of the event, and agrees to make reasonable efforts to mitigate same.
9. **WAIVER OF LIABILITY.** KWU, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at KWU's direction (collectively referred to as "Releasees") shall not be liable or responsible in any way for, and against KWU with respect to or arising out of, any death or any injury that may be suffered or sustained by OCG or any employee, invitee, guest, or agent of OCG or any other person as a result of any OCG's actions or inactions, directly or indirectly, or any loss or damage or injury to or theft or loss of any property belonging to OCG or any employee, invitee, guest, or agent of OCG on KWU property including but not limited to any property placed by OCG in or about KWU buildings, properties or facilities. The provisions of this paragraph shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.
10. **INDEMNIFICATION.** Each party shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys' fees (collectively, "Claims"), arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to (i) any breach of this Agreement; (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives; and (iii) any Claims arising out of OCG's failure to comply with Section 6 or 7 of this Agreement. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party. If OCG requires its participants to sign a hold harmless and/or an indemnification agreement, such agreement shall release [KWU] in the same manner as OCG. The provisions of this paragraph shall survive the termination of this Agreement with respect to any indemnifiable actions occurring prior to such termination of this Agreement.

11. **INSURANCE.** OCG shall provide a certificate of insurance for the coverages listed in the paragraph below no less than thirty (30) days before the event. KWU should appear as an additional insured on all policies of insurance except for any required auto and workers compensation insurance. The certificate of insurance shall also indicate that there is no applicable cross suits liability exclusion (allows an insured to sue another insured). OCG and its insurers agree to waive their right of subrogation against KWU for any general liability, auto liability and workers compensation claims made against OCG's policies. All such insurance should not include any restrictions or governmental immunities built into the insurance coverage and policies.

**Limits of Insurance:** OCG shall provide evidence of **a)** Commercial General Liability (CGL) insurance or OCG's Liability Insurance (TULIP or Special Events) of an amount of not less than \$1 million per occurrence. If the use of facilities includes physical activities, such as sports camps, the CGL limit shall be \$2 million per occurrence with no athletics activities exclusion. **b)** Any OCG with more than three OCG employees on campus shall provide evidence of statutory Workers Compensation insurance and \$100,000 of Employers Liability insurance. **c)** Any OCG with minors on campus shall provide evidence of Sexual Misconduct/Abuse Liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable. **e)** Any OCG providing Athletic Trainers on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than \$2 million per occurrence / \$2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable. If OCG is a wedding or family reunion only **a)** is required.

NOTE: OCGs unable to provide proper evidence of the required insurances can be directed to <https://securerespecialeventinsurance.com/EIIA> to purchase a TULIP policy through the EIIA Special Events program.

KWU reserves the right to waive this requirement only upon written request by OCG and upon approval of such request by the Facilities Coordinator as indicated below.

\_\_\_ We request an exception to Paragraph 11 (complete the Request for Exception Form on page 15)

12. **TERMINATION.** If, through any cause, OCG fails to fulfill in a timely and proper manner any of OCG's obligations under this agreement, KWU has the unilateral right to terminate this agreement and not permit OCG to utilize KWU's premises or services for the reasons described above by giving written notice to OCG of such termination. In the event of such cancellation, the contract is null and void and KWU shall be discharged from any obligations to OCG. If KWU cancels this agreement under the terms of this Section, OCG is obligated to immediately pay the full amount of this contract to KWU.

**Force Majeure** - In the event that KWU buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, OCG shall be obligated to pay the fees herein above stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstances. OCG hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.

13. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

14. **CHOICE OF LAW.** This Agreement shall be interpreted in accordance with the laws of the state of Kansas. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Saline County, Kansas.

AGREED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization name

\_\_\_\_\_  
[KWU]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## REQUEST FORM TO WAIVE PROOF OF COVERAGE ADDING KWU AS ADDITIONAL INSURED

You are requesting space on campus for an event for which you do not wish to provide proof of insurance naming KWU as an additional insured during the time period you will be using space on the Kansas Wesleyan campus. Approval of this waiver does not release your organization of responsibility, as your signature on the Facilities Service Agreement confirms your understanding of, and agreement to all terms outlined in the Agreement.

Name of Organization: \_\_\_\_\_

Your name: \_\_\_\_\_ Title: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Start/End Time: \_\_\_\_\_ Name of Event \_\_\_\_\_

Description of Event: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Duration of the event: \_\_\_\_\_

Anticipated number of attendees: \_\_\_\_\_

Will minors be attending the event?: \_\_\_\_\_

Will employees be working or volunteering at the event?  Yes  No If yes, how many? \_\_\_\_\_

Describe any physical activity involved in the event \_\_\_\_\_

\_\_\_\_\_

Has the organization held this or any other event at KWU?  Yes  No

If yes, list event/date: \_\_\_\_\_

Describe why you are requesting an exemption \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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(Office use only)

\_\_\_\_ Request approved \_\_\_\_\_ [Facilities Coordinator] Date: \_\_\_\_\_

\_\_\_\_ Request Denied \_\_\_\_\_ [Facilities Coordinator] Date: \_\_\_\_\_