

Facility Use/Rental Policy

Policy Statement

This policy is presented in an effort to streamline facility use processes/procedures and to document guidelines as they relate to the use of University facilities.

Purpose of Policy

This policy exists to establish consistency in processes, procedures and guidelines for those using space on Southeastern's campus outside of classroom instruction.

Applicability

This policy applies to on-campus departments, recognized student organizations and third-party individuals/organizations (Off Campus Groups).

Policy Procedure

Facilities and customer types are outlined below. Co-sponsorships are defined in Attachment A along with a checklist for the co-sponsoring department to use for compliance. Compliance will be monitored through the Registration of Activities system. All event requests must be received at least fourteen (14) days prior to the event. The policy will be reviewed as needed, but on an annual basis at minimum.

Facilities:

The following locations are covered under this policy:

- Alumni Welcome Center
- Athletic Facilities
- Baton Rouge Nursing Center
- Columbia Theater
- Kinesiology (Pool; Gym; Track)
- Livingston Center
- North Oak Park
- Pennington Student Activity Center (SAC)
- Pottle Music Auditorium
- Teacher Education Center (KIVA; Gym)
- University Center
- Vonnie Borden Theater
- War Memorial Student Union

Please note the following additional information:

- Rooms are grouped by size and function to establish some consistency among facilities.
- Rates apply to the use of the facility and do not include any out-of-pocket expenses as defined below. Any such costs will be in addition to the facility rates.

Out-of-pocket Expenses: Defined as any costs incurred by the University that the University would not otherwise incur. This would include costs associated with the facility being available outside of normal business hours. Such costs would include the cost of personnel, utilities, etc. Other examples of out-of-pocket expenses include additional personnel (e.g., University Police, sound technician, custodians, etc.).

Facility Users:

The following criteria should be used in determining how groups are charged for facility use:

- 1) Recognized Student Organizations/Groups are not assessed a rental fee; however, they are responsible for all out-of-pocket expenses as previously defined.

Recognized Student Organizations/Groups should register events via the University Registration of Activities Form through the Office of the Dean of Students.

- 2) University Departments/On-Campus Groups are not assessed a fee; however, they are responsible for all out-of-pocket expenses as previously defined.

University Departments/On-Campus Groups should register events via the University Registration of Activities Form through the Office of the Dean of Students.

Note: University Departments/Groups choosing to co-sponsor an event or activity must ensure that a legitimate co-sponsorship exists. (See Attachment A for "Co-Sponsorship General Guidelines and Checklist")

- 3) University Departments engaging in events/activities that benefit the University as a whole (ex: Orientation, Lion Pride Preview, Literary Rally) are **not** assessed a fee and are **not** responsible for any out-of-pocket expenses unless such expense is external to the University.

University Departments/On-Campus Groups should register events via the University Registration of Activities Form through the Office of the Dean of Students.

- 4) Third-party (Off Campus) Groups are assessed fees as established including all out-of-pocket expenses as previously defined.

Event & Conference Services will register events via the University Registration of Activities Form through the Office of the Dean of Students.

Note: Third-party (Off Campus) Groups must provide Event Liability Insurance (Attachment B) and Indemnification Agreement (Attachment C). Third-party (Off Campus) Groups must agree to the Fundraisers Involving Sale of Firearms Guidelines (Attachment D).

OTHER:

Co-Sponsorship General Guidelines and Checklist

What constitutes a true co-sponsorship?

- Legitimate co-sponsorship should involve some logical relationship between the purpose of the outside group, the proposed activity and the co-sponsoring University department or group.
- University departments or groups that co-sponsor an event must have a representative present at the event.
- University departments or groups that co-sponsor an event must have a PRIMARY role in the planning and/or execution of the event/activity. This role entails the Co-Sponsorship Chair serving as the main contact between the outside group and the Office of the Dean of Students, Building Coordinator(s), University Police, Physical Plant Services, and Southeastern Catering (if needed). Simply registering the event/activity with limited or minimal involvement would not constitute a true co-sponsorship thus requiring the group to be registered as a Third-Party Group.
- Approval of co-sponsored events will be determined by Event and Conference Services as part of the Registration of Activities (ROA) approval process to ensure that a legitimate co-sponsorship exists.
- A checklist has been established and should be followed as it relates to co-sponsored events.
- Abuse of this policy could result in the group's facility use privileges being revoked or disciplinary action.

Checklist

Contact Person

____ Designate the On-Campus Co-Sponsor Chair (suggest that Co-Sponsor Chair has a short training session with the Building Coordinator)

Event Operations

____ Co-Sponsor Chair serves as liaison between the group and the department in charge of the facility or co-sponsoring department. This includes coordinating registration and cancellation of events.

____ Co-Sponsor Chair must be present during the entire event to ensure that coverage, service, and safety issues are addressed. If the Co-Sponsor Chair is not the building coordinator, that person should have previous training on facility guidelines.

____ Co-Sponsor Chair ensures that facility is secured and cleaned after completion of event.

Forms to be collected prior to event/activity:

Registration of Activities

____ Co-Sponsor Chair is responsible for registering the event through a Registration of Activities Form through the Dean of Students Office (online at https://www2.southeastern.edu/external/reg_activities/).

____ Co-Sponsor Chair should direct outside group to insurance requirements included in this policy (see Attachment B).

____ Co-Sponsor Chair should collect insurance certificate from outside group thirty (30) days prior to the event.

____ Co-Sponsor Chair should collect signed indemnification agreement from outside group (see Attachment C).

____ For any events including firearms as part of a live or silent auction, Co-Sponsor Chair is responsible for ensuring the Fundraisers Involving Sale of Firearms Guideline is followed (see Attachment D). The intent to include firearms must be indicated in the event's Registration of Activities Form.

Service Requests

____ Co-Sponsor Chair should submit an online service request for:

- ____ air conditioning / heating outside of operating hours (requires VP approval)
- ____ barricades
- ____ tables
- ____ chairs
- ____ garbage cans
- ____ electricity needs
- ____ sound equipment
- ____ plants
- ____ any other special equipment
- ____ request for custodial services

For registered events requiring the use of tents, the Co-Sponsor Chair will need to request a dig permit (a minimum of two weeks before the event) via an online service request through Physical Plant Services to ensure underground utilities/fiber optics are not damaged.

University Police

Events may require University Police presence which require a contract with the third-party group (i.e. evening, weekend events). All events serving alcohol will be required to have University Police present for the duration of the event.

Contact Information: University Police: (985) 549-2222

Physical Plant Services: (985) 549-3333

Event Liability Insurance

Southeastern Louisiana University requires all off-campus groups or individuals and/or vendors using University facilities to carry liability insurance for their event. Obtaining special event insurance is independent of leasing or reserving the campus facilities or obtaining security coverage. Special Events hosted by campus departments and recognized student organizations are covered under the University's general liability policy.

If an organization does not maintain liability insurance, you may choose from any insurance company with an A.M. Best's Rating of A:VI or higher is acceptable. Any liability policy obtained must list the **Board of Supervisors for Louisiana System – Southeastern Louisiana University** as an additional insured.

Third Party will provide Southeastern Louisiana University an insurance certificate indicating the following coverage:

A. Workers' Compensation and Employers Liability (If applicable): Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. The insurer shall agree to waive all rights of subrogation against the University, officers, officials, employees Boards and Commissions and volunteers for losses arising from work performed by the Lessee for the University.

B. Comprehensive General Liability: The University reserves the right to set the minimum limit required for any event held on the Southeastern Louisiana University campus on a case-by-case basis. In general, the cost of the special event insurance coverage is based on the type of event(s) being covered, the number of attendees and the length of the event.

The following is a guide for the level of coverage required:

Events with less than 300 attendees	\$300,000
Events with 301-500 attendees	\$500,000
Events with more than 500 attendees	\$1,000,000

Please list Southeastern as the additional insured as follows:

Board of Supervisors for University of Louisiana System-
Southeastern Louisiana University
SLU 11850
Hammond, Louisiana 70402

Coverage is considered combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause". The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respected liability arising out of activities performed by and on behalf of the Lessee; products and completed operations of the Lessee; premises owned, occupied or used by the Lessee.

C. [Automobile Liability](#) (If applicable): \$1,000,000 combined single limit per accident, for bodily injury and property damage. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the Lessee does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

The Certificate of Insurance is to be provided to the University at least (30) days prior to event. A signed indemnification agreement must accompany copy of insurance certificate (See Attachment C).

Third Party Agreements

1. Third Party agrees that all news releases, publicity material, radio or television announcements, publications or notices issued or instigated by the Third Party will refer to the Southeastern facilities by their official facility name (i.e. War Memorial Student Union) and only by that official name.
2. Third Party is responsible for any damages to campus, and/or contents of the Facility, that occur during the scheduled event. If the facility is damaged or destroyed by fire or other causes that are no fault of Third Party, which prevents the use of the facility for the purpose of the event, the contract will be terminated. Third Party will only be responsible for expenses accrued prior to such destruction or damage.
3. Third Party must provide all necessary licenses and permits required by law for the use of campus/the Facility.
4. Third Party assumes all risk of damage to or theft of all property of Third Party or Third-Party exhibitors, contestants and those contracting with Third Party, as well as, their employees. The University is released from any and all liability for any such loss.
5. Third Party is responsible for the conduct of its representatives, casts, workers and volunteers while on campus.

Indemnification Agreement

_____ agrees to protect, defend, indemnify, save and hold harmless the
Third Party Group/Organization
State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of

_____, its agents, servants, and employees, or any and all costs, expense
Third Party Group/Organization
and/or attorney fees incurred by _____.
Third Party Group/Organization

as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for and
Third Party Group/Organization
defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Fundraisers Involving Sale of Firearms

Leases for fundraisers that involve sale of firearms are guided by ACT 324 of the 2014 Regular Session of the Louisiana Legislature (Section 2, R.S. 17:3361.1), in addition to other university requirements as established herein:

A. If property at a public postsecondary educational institution is leased to a non-profit corporation or association for the purpose of holding a fundraising event, the lease may authorize and provide for the auction and sale of firearms at the event. Any such lease shall include, at a minimum, the following conditions:

Any such lease shall include, at a minimum, the following conditions:

- (1) The firearms to be auctioned are exhibited in a static display at the event.
- (2) University Police is present at the event.
- (3) The event shall be held indoors and only after 5:00 pm on weekdays or on weekends.
- (4) The firearms to be auctioned are equipped with a safety lock or other safety feature that renders the firearm non-operational.

B. Furthermore, if property at Southeastern Louisiana University is leased to an organization/individual for the purpose of holding a fundraising event, the lease may authorize and provide the auction and sale of a limited number of firearms at the event as approved by the University and if the following additional mandatory conditions are followed:

- (1) Events where auction and sale of firearms are held will be restricted to the following locations:
 - (a) War Memorial Student Union
 - (b) Pennington Student Activity Center
 - (c) University Center
 - (d) Other areas as specifically approved by the Vice President for Administration and Finance or his/her designee
- (2) The number of University Police Officers will be determined by the University based upon the number and type of auction items, as well as other factors related to the event. All firearms must be contained within a static display in the University's provided clear case. Firearms are not allowed to be touched or handled during the event.
- (3) Event organizers are required to submit a list of firearms as auction items 14 days prior to the event for approval. The firearms are not approved as auction items until written consent is provided by the University. Once the firearms are submitted and approved as auction items, additional further firearms will not be allowed for inclusion in the event. If additional firearms are brought to the event, the University has the right to deny those items or cancel the event.
- (4) The firearm(s) must be non-operational prior to entering the campus of Southeastern Louisiana University. University Police will be responsible for arranging a time and place with event organizer to place trigger locks on all firearms and inspect all approved firearm items.
- (5) Firearms will remain under the static case until the event is over and all guests have left the premises.

Third party organizations or individuals who fail to comply with the above mandatory conditions are subject to \$5,000 in liquidated damages and may be banned from the use of any University facility for future events and/or activities.

-----Third Party event does not include a fundraiser.

-----Third Party event does include a fundraiser but will not include the sale and/or auction of firearms.

----- Third Party event does include a fundraiser including the sale and/or auction of firearms and we agree to the above policy.

[End of Policy]