

University of Dayton River Campus Operational Practice

Title: 1700 Building Conference Room and Meeting Space Rentals

Issue Date: September 27, 2011

Revision Date: February 7, 2017

Implementation Date: July 1, 2016

- I. No rental fee will be charged for University meetings or events Monday through Friday. Set up for University events will be charged to the sponsoring organization at a rate of \$20.00 per hour with a one half hour minimum charge. If room set-up for an event is extensive and requires supplemental staff, overtime hours, or special equipment the sponsoring organization will be responsible for those costs as well. Weekend events will be subject to an Operating Expense Fee detailed in Exhibit A.
- II. The non-classroom facilities are available to all University departments for academic and other University Mission consistent or business related events. Departmental social events and any Board Room use will require the approval of the Vice President for Facilities Management.

Use is determined by availability. In the event of simultaneous requests, use will be approved by the Vice President for Facilities Management. Once an event is booked, it will be subject to relocation or cancellation only at the direction of the Vice President for Facilities Management.

- III. The primary conference and meeting rooms covered by this practice are listed below, and the associated external rental rates are detailed in the attached Exhibit A. Rooms M5185, M5220, and M2075 are not available for external rental.

<u>Room / Area</u>	<u>Capacity</u>
a. S1050 Auditorium	150
b. M1198 Conference Room	12
c. M1370 Deeds Conference Room*	16
d. M1375 Hawthorne Conference Room*	10
e. M1330 Alumni Board Room*	20 (max 30)
f. M1425 Executive Dining Room	44
g. M1555 Main Dining Room	225
h. M5220 Conference Room	28
i. M5185 Boardroom*	20
j. N1650 Meyer Room	400
k. N1620 North Dining Room	60
l. N1840 Marshall Room	200

*Rooms located in the Alumni Center are restricted to executive level meetings and events.

Internal users will not be subject to rental fees or to the four hour block scheduling minimum, but should allow sufficient time for set-up, tear down, and normal cleaning and custodial service between events when scheduling.

- IV. Certain classrooms may also be reserved for use on weekends only and subject to availability. The applicable external rental rates for these classrooms are detailed in the attached Exhibit A. **Class scheduling will always take precedence over meetings or other requested uses for these classrooms.**

<u>Room / Area</u>	<u>Capacity</u>
a. Room M2225	32
b. Room M2300	32
c. Room M2320	32
d. Room M2265	60
e. Room M2380	40
f. Room M2440	18
g. Room S2005	36
h. Room S2006	70
i. Room S2035	24
j. Room S2055	28
k. Room S2060	48
l. Room S2075	12
m. Room S2080	48

- V. The room lists contained in this document are not comprehensive. Certain rooms either due to size or location are not suitable for external meetings and have been excluded from this document. Those rooms are available for internal University meetings subject to availability.
- VI. All external rentals require a fully executed License Agreement and a Certificate of Insurance that names the University of Dayton as an additional insured with liability limits specified by Environmental Safety and Risk Management. Documents must be received by the Director, Real Estate & Property Management not less than five (5) business days prior to the scheduled event date. Failure to meet the five day advance requirement will result in cancellation of the event.

The standard form License Agreement is attached to this document as Exhibit B.

- VII. External rentals will not be accepted for any of the following purposes:
- a. Weddings or Wedding Receptions
 - b. Bachelor/Bachelorette parties
 - c. Fraternity/Sorority functions

- d. Proms or after-proms
 - e. College/High School dances or parties
 - f. Events that include any type of gambling
 - g. Any event that would be contrary to the mission of the University
- VIII. All events or activities sponsored, co-sponsored, or hosted by a student organization must be registered through Student Life. All University policies and requirements regarding sale or use of alcoholic beverages will apply.
- IX. Student group advisor or UD sponsor or his/her approved appointee must be present during the entire event.
- X. Any catering required for a meeting or event must be arranged with UD Dining Services by the event organizer. UD Dining Services is the exclusive catering provider for 1700 Building events. All catering charges will be the responsibility of the event organizer.
- XI. Any audio visual or communications equipment beyond the permanently installed room equipment must be requested from UDit for internal UD sponsored events or supplied by the event organizer for external events. Any associated costs will be the responsibility of the event organizer.
- XII. Conference telephones located in meeting rooms cannot be used for direct dialed toll calls. Conference or other toll calls placed from these phones will require use of a toll-free conference service or a conference calling card.
- XIII. Any required parking permits or special arrangements must be coordinated with Parking Services by the event organizer. Any costs for requested or assigned staff to control event parking will be the responsibility of the event organizer.
- XIV. The event organizer should review plans and schedule with Public Safety to determine any requirements for dedicated security personnel and to ensure that any special or after hours building and/or room access requirements are communicated and approved. Any costs associated with the provision of dedicated Public Safety staff will be the responsibility of the event organizer.
- XV. For internal University sponsored after hours events, it is the responsibility of the event organizer to ensure that lights are turned off and that both room and building entry doors are properly secured at the conclusion of the event. A Facilities Management staff member will remain on site and be responsible for securing the building for any external after hours events. The cost of the on-site support staff will be billed in addition to the room fee.
- XVI. When Facilities Management staff overtime is required to support event set-up or tear down activities those costs will be charged to the event organizer.

XVII. Directional or other signs shall be affixed to or displayed on the property only with prior consent of UD Facilities Management. This includes any interior signs affixed to windows, walls, doors, or existing signage, and any exterior signs. Any approved signage must be displayed only in stands provided by Facilities Management.

Sign stands must be reserved in advance by submitting a work order with an account number. Placement and return of the stands is the responsibility of the event organizer, and a replacement charge will be assessed for any sign stands not returned.

XVIII. Any supplemental audio visual equipment, furniture, or other materials delivered to the site to support a meeting or event must be delivered to the freight dock located at the North end of the building. Deliveries of heavy or oversized materials will not be permitted at the lobby or other building entry doors.

XIX. If a meeting or event requires the use of hallway or lobby space in addition to the designated meeting room for displays, distribution of materials, or catering, those requirements should be clearly communicated to Facilities Management and/or Dining Services at the time the event is scheduled.

XX. This practice is not intended to supersede any University policy. This practice is in addition to any and all University policies, such as the "Political/Electoral Activities Policy & Practices" that relate to the use/rental of University facilities. In the event there is a conflict between this practice and a University policy, the University policy will prevail.

Exhibit A – External Rental Rates

It is anticipated that external rentals will be infrequent, but when an external event is scheduled rooms will be booked in minimum four hour blocks, and any time required for set-up and tear down will be scheduled and billed at the room's applicable hourly rate. The hourly cost of any dedicated on-site Parking, Public Safety, or Facilities Management staff required to support an event will be billed in addition to the rates below.

CONFERENCE ROOMS

<u>Room / Area</u>	<u>Capacity</u>	<u>Half Day</u>	<u>Full Day</u>
a. S1050 Auditorium	150	\$500.00	\$800.00
b. M1198 Conference Room	12	\$175.00	\$250.00
c. M1320 Room	32	\$125.00	\$200.00
d. M1370 Deeds Conf. Room*	16	\$200.00	\$300.00
e. M1375 Hawthorne Conf. Room*	10	\$175.00	\$250.00
f. M1330 Alumni Board Room*	20	\$200.00	\$300.00
g. M1425 Executive Dining Room	44	\$250.00	\$400.00
h. M1555 Main Dining Room	225	\$500.00	\$700.00
i. N1650 Meyer Room	400	\$600.00	\$900.00
j. N1620 North Dining Room	60	\$200.00	\$300.00
k. N1840 Marshall Room	200	\$400.00	\$700.00
l. V1300 Lobby	150	\$200.00	\$300.00

CLASSROOMS – SUBJECT TO AVAILABILITY

<u>Room / Area</u>	<u>Capacity</u>	<u>Half Day</u>	<u>Full Day</u>
m. Room M2225	32	\$150.00	\$250.00
n. Room M2300	32	\$150.00	\$250.00
o. Room M2320	32	\$150.00	\$250.00
p. Room M2265	60	\$250.00	\$400.00
q. Room M2380	40	\$150.00	\$250.00
r. Room M2440	18	\$150.00	\$250.00
s. Room S2005	36	\$150.00	\$250.00
t. Room S2006	70	\$250.00	\$400.00
u. Room S2035	24	\$150.00	\$250.00
v. Room S2055	28	\$150.00	\$250.00
w. Room S2060	48	\$200.00	\$300.00
x. Room S2080	48	\$200.00	\$300.00

NOTE: All Saturday or Sunday Events will be charged an operating expense fee of \$300.00 for half day events and \$600.00 for full day events. Fee applies to both internal University and external events.

SHORT TERM USE LICENSE

University of Dayton ("Licensor") hereby grants to _____ ("Licensee") a license to use certain space within the real property described as UNIVERSITY OF DAYTON RIVER CAMPUS located at 1700 S. Patterson Blvd., Dayton, Ohio (the "Property"), and certain personal property and services (the "License"), upon the further terms and conditions herein provided.

1. **INTERPRETATION.** This License shall always be construed as a license and not a lease. This License confers no possessory rights on Licensee other than to use the Property for the stated purpose and during the time agreed upon. No law respecting the rights of landlord and tenant shall apply to interpretation or legal effect of the Licensee. **It is expressly not in the intention of the parties to create, and nothing contained in this License shall be construed to create, an agency relationship, joint venture, or partnership between the parties. Licensee hereby agrees that it shall not, either by its actions or omissions, hold itself out to be an employee, agent, joint venture, or partner of Licensor.**

2. **DESCRIPTION OF LICENSE.** The license shall consist of certain rights to use specific portions of the Property (the "Facilities") including the use of certain common areas and certain telecommunication services specified below. The Facilities consist of:
 - Rooms in such location within the Building as Licensor may designate from time to time
 - Room name(s): _____
 - Usual and customary power, lighting, heating, and air conditioning service
 - Restroom access
 - Parking lot use on a non-exclusive basis
 - Audiovisual equipment/services consisting of: _____
 - Other: _____

3. **PURPOSE OF USE.** Licensee shall use the licensed area solely for the purpose of _____ consistent with Licensor's authorized use of Property. Licensee shall not refer, allow, direct, or permit cars to park in Licensor's Premises except during the days and times defined herein.

4. **DURATION OF USE.** This License shall be effective as of _____ and shall continue until _____. Notwithstanding anything to the contrary, this agreement may be cancelled by either party upon ten (10) days prior written notice. In the event of cancellation by Licensee with less than ten (10) days prior notice, Licensor shall retain any applicable room deposit.

5. **PAYMENT.** In consideration of the grant of this License, Licensee shall pay a total fee of _____. Fees for catering or other services provided to Licensee under this License shall be charged on a usage basis in such amount agreed to by the parties in advance of the service being provided, and may be billed separately. Any fees for additional services shall be due and payable upon invoicing.

6. **CANCELLATION DUE TO WEATHER.** In the event that the University of Dayton is closed due to severe weather on the date of a scheduled event Licensor may elect to cancel the event. Should such a cancellation occur, Licensor's sole obligation to Licensee will be to reschedule the event to an alternate date agreed by the parties.

7. **INSURANCE.** Licensee shall maintain at its expense such insurance as will fully protect it from any claims or damage for bodily injury, including death, and for property damage, which may arise from operations under this License, whether such operation be by itself or by any subcontractor and anyone, including volunteers, agents, or independent contractors directly or indirectly employed by either of them. Licensee agrees to provide the following:
 - a. Workers Compensation Insurance in compliance with the laws of the Ohio if such law requires part or all of its liability to employees for occupational accidents or diseases to be satisfied by such insurance.

- b. Employers' Liability Insurance on all employees not covered by a Workers' Compensation Act, for occupational accidents or diseases, with limits of liability of not less than One Million Dollars (\$1,000,000) for any one accident or disease.
- c. Commercial General Liability or Special Event General Liability Insurance, with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury including death and property damage, and not less than Two Million Dollars (\$2,000,000) aggregate.
- d. Comprehensive Automobile Liability Insurance (including hired car and non-ownership liability insurance if any automobiles or trucks will be hired by Licensee or if its employees, volunteers, agents or independent contractors will use their personally owned vehicles in the business of the Licensee) with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury, including death, and property damage.
- e. Provision for use of alcohol by licensee, its guests, subcontractors or other invitees is permitted only when provided by University of Dayton Dining Services and the advance written consent of the UNIVERSITY OF DAYTON is agreed.

Certificates of Insurance showing compliance with the foregoing shall be furnished by Licensee with the signed copy of this License. No use or occupancy shall be commenced until such certificates have been received and approved by Licensor. Such certificates shall provide that the insurance shall be primary as to Licensor, in addition to being named an Additional Insured.

- 8. **INDEMNIFICATION.** Licensee shall indemnify and hold Licensor harmless from and against any and all claims or liability for (i) injury to person, including death, or damage to property, or (ii) claims based on an inference of any relationship which would cause Licensor to be liable for the actions or omissions of Licensee, such as an employer/employee or agency relationship, caused by or arising in any manner from Licensee's use of the Property whether or not arising thereon. Maintenance of the insurance set forth in Section 7 above shall not relieve Licensee of liability under this Section.
- 9. **COMPLIANCE.** Licensee shall at all times abide by and conform to all laws applicable to the Property and all rules, regulations, and directives of Licensor whether posted or not and whenever promulgated. Receipt of which is acknowledged.
- 10. **ASSIGNMENT.** This License shall not be assigned.
- 11. **ENTIRE AGREEMENT.** This License states the entire agreement of the parties concerning the license granted and the rights of the parties and any prior agreement shall not be binding upon either party except to the extent of incorporated herein.

IN WITNESS WHEREOF, the parties have executed this License in duplicate binding as of the later date set forth below:

LICENSOR:
University of Dayton

LICENSEE:

By: _____

By: _____

Its :Dir., Real Estate & Property Management

Its: _____

Attachments:

- Certificate of Insurance
- Building Rules for Licensees

University of Dayton River Campus

Building Rules for Licensees

Licensee, herein defined to include its employees, contractors, agents, and other invitees, shall not at any time while on University of Dayton property:

- Park in restricted or undesignated areas
- Accept heavy equipment deliveries other than at points designated by building management
- Smoke while inside the building
- Be in possession of weapons or firearms of any type
- Be in possession of, use, distribute, or dispense any controlled substance
- Use or consume alcohol other than in areas designated by and provided by University of Dayton Catering Services
- Copy, distribute or loan any key or access control card to any University Facility
- Attempt to gain access to any floors of the building other than those where the areas identified in the applicable License Agreement are located
- Allow discussions or conduct in common areas that would reasonably be deemed inappropriate or that is conducted at a volume that disturbs other building occupants or visitors
- Subject any person to sexual, racial, psychological, physical, verbal, or other harassment or abuse. Conduct that diminishes the worth of a person is incompatible with the University of Dayton's fundamental commitment as a Catholic university conducted in the Marianist tradition.