# Section 1 Policy Statement

#### GENERAL

Martin University, (herein referred to as the University), offers facilities for rental on a limited basis to non- University affiliated organizations, (herein referred to as Organizations, User or the Applicant). The University Mission is to provide excellence in educating and developing traditional, and non-traditional students, in an inclusive, supportive, and healthy collegiate environment. The University values are; Professionalism, Communication, Support and Respect for All.

In keeping with the University's Mission and Values, the University will make the facilities available to individuals, community groups and organizations whenever possible, within the context of this facility use policies and procedures. All Renters will be charged fees appropriate to the facilities used.

# FACILITY RENTAL DAYS AND HOURS

The facility is available for use Monday thru Saturday from 8:00a.m. until midnight. The ending time should include breakdown. If the user is still in the facilities after midnight, a fee will be assessed.

### **Campus Activities**

Space at the University will be available for activities in the following order of priorities. Listed below are programs/activities which are exempt from providing insurance or paying a facilities use fee.

- 1. University instructional programs
- 2. Official University events
- 3. University sponsored educational activities\*
- 4. University student clubs and organizations\*

\*Charges will be assessed for miscellaneous services

## **EXTERNAL ACTIVITIES**

Space will be made available to outside Organizations when use does not conflict with scheduled University functions, events, or courses offered, and if the activity is consistent with the objectives and Mission of the University.

## **BLACKOUT DATES**

As the University develops its yearly Academic and Activities calendars, the University may not be able to accommodate rental space requests. The University Events Planning Coordinator will provide a list of blackout dates.

# Section 2 Leased Facilities

## AVAILABLE RENTAL SPACES

#### Fr. Boniface Hardin Gathertorium

- Banquet-style seating capacity in the Gathertorium accommodates a maximum of 384 guests.
- Theatre-style seating capacity in the Gathertorium accommodates a maximum of 700 guests.
- Other table and seating configurations are available upon request.
- The use of computer and audio-visual equipment and related services are not included in the facilities rental fee. Applicants are required to participate in a mandatory training demonstration conducted by University personnel prior to the use of any computer and audio-visual equipment. This may be in advance of the event date.
- The small kitchenette located within the area can be utilized and is included in the rental fee.
   There is absolutely no cooking allowed on the University's premises. If food is being served for your event, it must be catered. A Health department license for catering must be provided.
- All garbage must be bagged and sealed. No open garbage containers may be left after the
  event. The University does not supply garbage bags. There will be a limited supply of
  moderate sized garbage containers available.
- Rest rooms are located on the first floor to the left and right before the entrance to the Gathertorium. These will not be attended during the event unless a staffing fee is paid.

#### **Classrooms**

- Consideration for rental of classrooms may be given on a limited case basis, and only when the requested use dates do not conflict with University scheduled classes or events.
- Teaching technology in the classroom is restricted to the technology provided by the University.
- Writing on the white promethean surfaces is restricted to the University-approved markers only.
- The use of teaching technology equipment and related services are not included in the facilities rental fee. Applicants are required to participate in a mandatory training demonstration conducted by University personnel prior to the use of any teaching technology equipment.
- Seating capacities in the classrooms range from 25-30 guests.
- Restrooms are located on the first floor only of the main building.

# Section 3 Application Process

#### RESERVATION APPLICATION PROCESS POLICIES PROCEDURES AND REQUIREMENTS

#### **GENERAL**

All applicants are responsible to comply with the rental terms specified in this policy as established by the University. The University reserves the right to immediately cancel the reservation of any applicant that is determined not to be in compliance and may assess cancellation fees.

# EVENT REQUEST FORM AND FACILITIES RENTAL AGREEMENT

Prior to submission of the Event Request Form, the applicant must hold a verbal conversation concerning the availability of the facilities space for the requested date(s) with the University Events Coordinator.

Once the specified date is checked for availability, the Events Coordinator will issue a University Event Summary and fee schedule. To request a reservation, the applicant must complete and submit the Event Summary Request Form to the University Events Coordinator.

The Events Coordinator will calculate the rental fee, prepare an invoice, (if needed), and a Facilities Rental Agreement will then be provided. The Events Coordinator will initiate a meeting time for the execution of the agreement. No event will be confirmed until the Rental Agreement is signed, an insurance rider provided (see below), and all fees paid.

<b>Space Rental</b>	Rental	Safety Fee*	Parking Lot	Microphones**	Projector***
	Fee	(Lobby Desk)	<b>(200 spaces)</b>		
Gathertorium –	\$2,000	\$100 Per 4	Free	Free	\$100 per day
Daily		hours			
Gathertorium –	\$1,250	\$100 Per 4	Free	Free	\$100 per day
½ Day (4		hours			
hours)					
Classroom –	\$400	\$100 Per 4	Free	N/A	\$100 per day
Daily		hours			

<sup>\*</sup>Note - Safety officer a lobby desk entrance. - Additional officers

The space rental includes the set-up for the event with the University's equipment. Any additional conference and event equipment must be purchased from outside vendors and will be charged to the event. Event staffing will be charged at a rate of 100 per 4-hour shift and must be scheduled two weeks in advance of the event date.

<sup>\*\*</sup>Note - Maximum 3 hand held microphones.

<sup>\*\*\*</sup>Note – University projector system.

### **SECURITY**

The University will review the security requirements for each event, and in its sole judgement, determine the number of Campus Safety Officers needed for the event. If the approved event(s) occur outside the normal hours of operation, the applicant will be responsible to bear the cost of security services provided. If the event occurs during normal business hours and if the event calls for additional security than what the University provides, the applicant will be responsible for bearing the cost. No security from the Applicant will be allowed.

## **SMOKING POLICY**

Smoking is not permitted on the Martin University campus

## ALCOHOLIC BEVERAGES

Alcoholic beverages are not allowed on the Martin University Campus.

# **INSURANCE REQUIREMENTS**

A Certificate of Liability Insurance naming Martin University and the Board of Trustees as an additional insured is required. All Users are required to provide a Certificate of Liability Insurance upon the execution of the contract. The Certificate of Liability Insurance must have a policy limit of at least \$1,000,000 combined and single limit per occurrence for bodily injury and property damage.

## **CATERING**

Martin University does not provide catering services. For events requiring catering services, the catering must provide a Marion County Health department license for providing off-site catering. This must be included at the time of the execution of the contract.

### RESPONSIBILITIES FOR DAMAGES

Following the event, the University Buildings and Facilities Department will review the physical damage of the space used and determine if any damages resulted from the event and determine the cost to repair any damages, if any. The University will provide the applicant with a written itemized description of any damages and an assessment of costs to repair said damages. The applicant will be responsible for payment of any damages that their Security Deposit does not cover. The Applicant may review the rental space prior to the execution of the contract.

# Section 4 Rental Fees and Cancellation Policy

#### RENTAL FEES

Martin University facilities rental fees consist of four components; the Facilities Rental Fee, the Safety Fee, the Support Fee, and the Security Deposit. Applicants are responsible to pay these fees in accordance with the Rental Fee schedule. For all charges, see fee schedule (page 4).

### **FACILITIES RENTAL FEE**

- The facilities rental fee represents the rental fee to occupy the space for the proposed event.
- The facilities rental fee is based on four and eight-hour space rental blocks only. Rates are described in the rental fee table.
- The facilities rental fee is subject to change without notice. However, the applicant is
  responsible to pay the fees agreed upon as of the date of their executed agreement with
  the University.

### SUPPORT SERVICES FEE

- The Support Services Fees represent a reimbursement for the cost incurred by Martin University to provide the necessary non-custodial staff and services to support the event.
- The Support Services Fees include the set-up and take-down of furnishings and equipment to support the event.
- The Support Services Fees include a brief demonstration by Martin University staff for utilization of media equipment in the room, limited technical support for the duration of the event, and usage of the equipment for the duration of the rental agreement.
- Additional Support Services Fees will be assessed for specialized AV services including, but not limited to, set-up and Wi-Fi access.
- The Support Services Fees are based on rates as described in the rental fee table.
- The Support Services Fees are paid by all who will be utilizing Martin University's technology and/or Wi-Fi access.

### CANCELLATION POLICIES AND FEES

The applicant is responsible to notify the University in writing if the event is to be cancelled. The cancellation date is considered to be the date the University receives the written notice from the applicant. Cancellation fees will be assessed to the applicant as follows:

- Cancellation date that is 10 business days (for the purpose of this contract business days refer to Monday through Friday, not including federal holidays) or less will be charged a fee of 50% of the Facilities Rental Fee.
- Cancellation date that is one or less business day prior to the event date will be charged 100% of all fees.

Due to unforeseen circumstances, the University reserves the right to cancel any event at any time without prejudice. The University will notify the applicant in writing and provide a full refund of all payments received. The University will not be responsible for other costs incurred by the applicant due to the cancellation.

## **DEPOSITS**

All applicants are required to pay a Security Deposit. The Security Deposit will not be refunded if the event is cancelled 10 or less business days prior to the event. The Security Fee is due at the execution of the contract.

The Security Deposit will be refunded if after the review of the rental space by the University staff, there is no damage. Refunds for the Security Deposit checks will be mailed to the Applicant address, (unless specified in writing otherwise), within 30 days of the event.

# **FORCE MAJEURE**

Failure by the University to perform any tern or condition of the Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, natural disasters (including hurricanes, earthquakes, floods, etc.), governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of the Agreement.

## **PARKING**

For events held during University normal business hours and when classes are in session, event attendees must park in the west lot located across from the Andrew J. Brown building. We require that during normal business hours our main parking lot be available for Martin University students.

# **SAFETY**

All organization officers, agents, staff, volunteers, participants, licensees, invitees, and individuals on or near the facilities and University equipment as a result of organization's use of the facilities and equipment under this agreement are the responsibility of the organization.

Organization shall indemnify, defend, and hold harmless, Martin, its affiliates, officers, agents, employees, volunteers and insures from and against all claims, or causes of action that may be brought by any person or entity as a result of organization use of the facility and University equipment.

### **POLICIES**

Organization agrees to operate under Martin University policies as outlined in Section 5 below. If any of the Martin University policies are violated, Martin University shall have the right to immediately terminate this agreement and retain the deposit. Martin University shall also be entitled to the rental, security and staffing fees as detailed hereon above if Martin University, through ordinary and reasonable efforts, is unable to find a substitute renter to take the place of the organization on the same or substantially similar terms as outlined herein.