

# Virginia State University Policies Manual

Title: University Facility Use and Cost Recovery

Policy: 5901

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## **Purpose**

The purpose of this policy is to establish guidelines and procedures for the use of and recovery of costs for University facilities.

The facilities of the University exist for the primary purpose of assisting the University in fulfilling the University's educational mission. The University seeks to enrich members of the University community through its academic, cultural, and athletic programs and events. Furthermore, the University is committed to being an integral part of our surrounding community. Accordingly, the University's resources are to be used by students, faculty and staff, and, when appropriate, sponsored groups and organizations not affiliated with the University. The University reserves the right to deny the use of its facilities to any individual or group whose planned activity or event does not enhance the University's educational mission, or whose planned activity or event poses unusual or potentially costly problems. Furthermore, the University reserves the right to cancel or reschedule a scheduled event when it conflicts with University affairs or events sponsored by the University.

## **Authority, Responsibility, and Duties**

The following authorities are responsible for granting approval for University and non-University events (see I, II, III, and IV):

1. President of the University and/or his/her designee
2. Vice President for Academic Affairs and/or his/her designee
3. Vice President for Institutional Advancement and/or his/her designee
4. Vice President for the Division of Student Success and Engagement and/or his/her designee

## **Policy Statements**

The following statements explain the authority for approved use and scheduling responsibility concerning the use of facilities at Virginia State University:

### **University-Sponsored Events:**

1. University Academic Events are programs and activities that relate to and are associated with the instructional function of the University, such as conducting credit-bearing classes, programmatic activities resulting from academic course work, and faculty departmental meetings. The scheduling of classes is solely the responsibility of the University Registrar. The person(s) responsible for the space as determined by the Vice President for Academic Affairs must approve the scheduling of other academic activities. University Academic Events shall have priority for use of academic facilities.
2. Official University Events are programs and activities that require efforts from various University components and typically involve individuals from outside the University, i.e., friends, guests, and alumni. See "Attachment A" for a listing of *Official University Events* and the office primarily responsible for scheduling the event. In order to designate a function as an Official University Event, a written request must be made to and approved by the President of the University. These events have priority over similar events not so designated.

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3. Student events may be sponsored by a number of organizations, including the Division of Student Success and Engagement, the Student Government Association, or officially recognized student clubs and organizations. Examples of such events are student organizational meetings, workshops, conferences, student fashion shows, concerts, movies, and other social activities. Student Events are programs and activities planned primarily for the students of VSU and must be approved by the Division of Student Success and Engagement. The Division of Student Success and Engagement is solely responsible for the scheduling of all student events. The scheduling of *Student Events* is on a first-applied, first-granted basis.
4. Community Events are programs and activities sponsored by members of the University community that are designed to help build a relationship between the University and surrounding community. To be considered a *Community Event*, approval must be obtained from the Vice President of Finance. The Director of Conference Services is solely responsible for scheduling these events. Priority will be given to programs or events that best relate and contribute to the enhancement of the University's educational mission. *Community Events* are scheduled on a first-applied, first-granted basis.

**University-Related Events:**

University-Related Events are programs and activities sponsored by faculty, staff, or administrative offices that are planned primarily for the benefit of members of the University community. Examples of such events are academic camps, in-house workshops, health clinics, etc. The appropriate Vice President grants approval for such events. The Director of Conference Services is solely responsible for scheduling these events, which are scheduled on a first-applied, first-granted basis. Personal events are not considered University-Related Events.

**Non-University Events:**

Non-University Events are non-athletic programs and activities organized by Non-University organizations or individuals. Non-University organizations or individuals must execute an agreement that contains appropriate indemnification, liability and choice of law provisions which adequately protect the University in the event of personal injury or property damage. The University's Legal Counsel shall review and approve any indemnification, liability, choice of law, and other general provision included in such agreements. The Director of Conference Services will grant approval for Non-University events when the program or activity does not compete with the educational mission of the University and does not interfere with other events or affairs of the University. The Director of Conference Services is solely responsible for the scheduling of these events on a first-applied, first-granted basis.

**Facility Use Fees:**

1. A Facility Use Agreement is required for all Non-University Events. It is the policy of Virginia State University to assess a facility usage fee for events classified as *University-Related Events* and *Non-University Events*. *University-Related Events* are assessed facility use fees at the discretion of the Director of Conference Services and the Vice President for Finance. *Non-University Events* are assessed facility use fees for all events. There may be other fees for such items as food service, rental of equipment, set-up fees, police and security, transportation, etc., that are not covered under this policy for which the individual or group also will be responsible.
2. Facility use fees are based on the type of space, the length of usage, and competitive market factors. The primary factors considered in establishing rates are the extent to which costs are required for the maintenance of the facility. The Vice President of Finance who chairs the Facilities Planning and Space Allocation Committee, recommends changes to the annual facility use fee rates for approval by the President.

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3. Revenue generated by the facility use fee will accrue to an account with the primary purpose of refurbishing and maintaining University facilities, as well as contributing to the operating expenses of Conference Services. This account will be under the responsibility of the Director of Conference Services and the oversight of the Vice President for Finance.
4. Daily usage fees are based on a full "building day," defined as six hours.

**Anderson Turner Auditorium:**

The purpose of this section is to establish scheduling and usage policies for Anderson-Turner Auditorium.

1. Events held in the Anderson-Turner Auditorium will be prioritized accordingly:
  - a) Official University events may be held in the facility, and are defined as Commencement, Founder's Day, Opening Convocation, Honor's Convocation, ROTC Commissioning, and any event scheduled by Virginia State University's President's Office.
  - b) Academic Department Performances  
These events are defined as public performances, lectures and activities that are a direct outcome of academic departments.
  - c) Other University Activities  
Appropriate public events by other campus based entities that enhance the cultural and educational growth of the University's constituents.
  - d) Other Uses  
Formal/informal events of a cultural and/or educational nature that are sponsored by groups not affiliated with the University and are open to the general public.
2. Scheduling
  - a) Scheduling of events is the sole responsibility of the University's Director of Conference Services. Scheduling of events will be done in accordance with use priority. Special circumstances may allow for deviation from the usage policy, and only authorized by the Vice President of Finance or the President of the University. Requests for use of the facility will be considered provided space, technical equipment and staff are available on the requested date.
  - b) The Anderson-Turner Auditorium will not be available during official University holidays except when special permission is granted by the President.
  - c) It is expected that all events will be scheduled a minimum of four (4) weeks in advance.

3. Usage

Users of the Anderson-Turner Auditorium will adhere to all regulations and policies as outlined in the contract agreement.

**EMS Master Calendar Policy:**

Virtual EMS, as follows:

The purpose of this section is to streamline the event scheduling process by using Virtual EMS. All events that require on-campus space must be submitted using Virtual EMS. To learn more about Virtual EMS, please contact the Office of Conference Services (or add URL).

**University Calendar Policy:**

Considerations for the policy are as follows:

The Virginia State University Calendar is only for events organized, hosted, sponsored or co-sponsored by VSU departments, colleges, and officially sanctioned student organizations. Events may be open to the general public or private events for VSU faculty, staff, students, and/or alumni. They may also be hosted on-campus or off-campus.

Event submissions from individuals or organizations from outside of the University, with the exception of conferences or other events managed by Conference Services, will not be published to the calendar.

Events must be submitted by a University calendar manager or through the "Add Event" icon on the Calendar Home Page. Events that do not meet the University Calendar Requirements may be sent back to the requestor for modifications or rejected. Personal events or solicitations are not allowed, and will be rejected. Please review the "University Communication Policy & the University Calendar Submission Guidelines" for further information on the event submission approval process.

VSU reserves the right to approve, reject, or make special considerations for an event submitted to the calendar.

**University Calendar Submission Guidelines:**

1. Before you submit
  - a) All space requests must be properly approved in Virtual EMS (vems.vsu.edu) before occupying the space and/or promoting the event in the calendar.
  - b) Review the University Communication Policy for compliance.
  - c) The event must be a VSU-affiliated event, per the VSU Calendar Policy.
  - d) Confirm that all of your event information is current and accurate.
  - e) PROOFREAD your event.
  - f) Review some of the existing events in the Calendar to familiarize yourself with the general style and format for promoting events.
2. Event Submission
  - a) Click on +Add Event and follow the event instructions provided in the Help Section of Master Calendar.
  - b) Make sure you provide all required information, indicated by an asterisk (\*).
3. Event Submission Deadline
  - a) At the discretion of the department / calendar manager.
  - b) Recommendation: At least 30 days prior to the event.
4. Event Approvals

Using the "add event" icon submission does not guarantee that your event will be published to the VSU Calendar. All submitted events must be reviewed, and approved or rejected by the applicable department and/or calendar manager. When an event is submitted, the requestor will receive the following email notifications:

  - a) An email confirming the event submission.
  - b) An email confirming or denying event approval by the applicable department and/or calendar manager.
  - c) Submitted events are moderated by Calendar Managers. If your event is not approved in three business days, please contact the appropriate calendar manager.

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5. Files and Images

- a) Do not include images that may be offensive, inappropriate, or in violation of copyright laws or VSU policies.
- b) Images should be appropriate for the event being submitted (e.g., portraits of speakers, photos of venues, or high quality promotional graphics).
- c) Uploaded documents should be no larger than 1MB.
- d) File type(s): Acceptable image and document file types include: .pdf, .doc, .xls, .jpg, .gif, and .png.
- e) Review the University Communication Policy for compliance.

6. Featured Events

“Featured Events” are featured on the Calendar landing page. Designation as a Featured Event is at the discretion of the Calendar Manager. Featured Events may be updated frequently with no guarantee of how long the event will be featured.

7. Withdrawing Events

You may withdraw your event request from consideration at any time. Please contact the Calendar Manager to request that the event be removed from the calendar. Events that have been published to the calendar from Virtual EMS must be canceled from the Virtual EMS application.

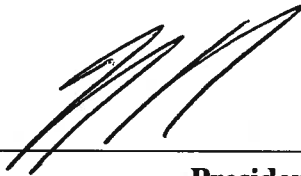
8. Disclaimer

The calendar has been designed to accurately reflect changes, corrections, and updates to events. Despite best efforts, some information may be inaccurate. We regret any inconvenience experienced as a result of published inaccuracies to the calendar.

**Reference:**

None

Approved By: \_\_\_\_\_



President

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

3/2/17

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**Attachment A**

<b><u>Description</u></b>	<b><u>Responsible Officer</u></b>
Registration (Fall, Spring & Summer)	University Registrar
Commencement	Office of the Provost
Homecoming, King & Queen Ball	Institutional Advancement
Cotillion Balls, Wives of Beaux Twenty	Division of Student Success & Engagement
Founders Day	Office of the President
Opening Convocation	Office of the President
Honors Convocation	Honors Program
R.O.T.C Day (Graduation)	Department of Military Science
Home Athletic Events	Department of Athletics
Career Day	Career Services

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**Attachment B  
Facility Use Fees**

Location	Max Seating Capacity	Non-University and Student Organization Rates	University Sponsored Rates
<b>Auditoriums</b>			
Anderson Turner – VA Hall	950	\$1,200	\$600
Harris Hall (Colson)	400	\$600/Full \$350/Half	
L. Douglas Wilder	295	\$250.00	
Engineering Auditorium	125	\$350.00	
<b>Banquet Rooms</b>			
Jones Dining Hall	300	\$375/Full \$125/ Per Section	
Jones Cafeteria	1000	\$700.00	
Gateway Building	500	\$1,200/Full \$400/ Per Section	
Gateway Cafeteria	1,000	\$500.00	
Hospitality House	70	\$350	
<b>Classrooms</b>			
Small	35	\$50.00	
Medium	50	\$75.00	
Large	100	\$100.00	
<b>Lecture Halls</b>			
Harris Hall	200	\$200.00	
Hunter Mac	70	\$100.00	
<b>Office/Business Meetings</b>			
Computer Labs (Harris Hall/Library/Singleton Hall)	40 computers per lab	\$35.00 per hour per Computer	
Singleton Hall (Executive Meeting)	30	\$50.00	
<b>Residence Halls</b>			
Moore/Gateway II/ Quads	Varies (Private bathrooms/ 2 per room)	\$55.00/room per day	
Residence	Single	\$40.00/room per day	
	Double	\$40.00/room per day	
	Triple	\$60.00/room per day	
	Quad	\$75.00/room per day	
<b>Special Events (Outside)</b>			
Rogers Stadium	10,000	\$2500	
Front Lawn of VA Hall	1,500	\$1000	
Track and Field		\$500	
Baseball Field		\$300	
Basketball Courts		\$150	
Tennis Courts		\$150	
Practice Field		\$300	
<b>Special Events (Inside)</b>			
Daniels Gym	3,000	\$1200	
Swimming Pool	150	\$35.00 per hour per lane (6 lanes)	
Dance Studio	100	\$150.00	

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**Attachment C**

**Virginia State University  
FACILITIES USE AGREEMENT**

This AGREEMENT made and entered into on this day \_\_\_\_\_ “between” Virginia State University, Petersburg, VA 23806, hereinafter referred to as the University, and \_\_\_\_\_, hereinafter referred to as the User, is for the use of University facilities. In consideration of the mutual promises contained herein, the parties agree with the terms and conditions listed below:

**I. Need Assessment**

**A. Please provide the following information:**

<b>Contact Name</b>	
<b>Address</b>	
<b>Telephone / Fax Number</b>	
<b>E-Mail Address</b>	

**B. The University agrees to provide meeting rooms and facilities to the User as follows:**

Meeting Space Request:	Start Date	Ending Date	Times	# of Attendees	Cost	Details Special Needs

**Grand Total: \$** \_\_\_\_\_

**C. The University offer meals to the User as follows:**

Type	Rate				Total
<b>Breakfast</b>					<b>0.00</b>
<b>Lunch</b>					<b>0.00</b>
<b>Dinner</b>					<b>0.00</b>
<b>Weekend Brunch</b>					<b>0.00</b>
<b>Total</b>					<b>0.00</b>



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**D. The University offer other services to the User as follows:**

**Food Service Arrangements**

The User agrees to arrange for any food and non-alcoholic beverage service on-campus through University Dining Services. Under no circumstances should food or beverages be sold or distributed on the campus facilities by a vendor other than University Dining Services. Arrangements for meals should be made directly with University Dining Services at (804) 524-5775.

**Financial Arrangements**

**A. Fees**

1. Fees are subject to adjustment and based on the most recent fee schedule made available.
2. All charges incurred by the User or User's Agents will be billed directly to the User. The User will receive one itemized master invoice of all charges. The University will not invoice any individual persons.
3. All charges incurred by the User to the University may be subject to applicable Virginia State Sales Tax (5%).

**B. Deposit/Reservations**

To properly reserve a space, the User shall deposit with the University a sum of not less than 50% (fifty percent) of the total anticipated charges. In addition, the Director of Conference Services must complete a Facilities Use Agreement

**C. Billing**

Payment of fees is due prior to the start of the Conference/Event. As soon as practical, after the completion of the conference, the University will provide the User with an invoice listing all additional charges and credits for the conference. The User will pay the University for all unpaid charges within 10 (ten) days after receipt of the invoice.

**D. Cancellation**

This Agreement is subject to cancellation without penalty by either party up to 30 (thirty) days before the earliest date appearing in this Agreement hereof; said cancellation to be in the form of written notice. If the User cancels this Agreement in less than 30 (thirty) days before the earliest date set forth in this Agreement hereof, the User agrees to pay the University as liquidation damages for its lost business opportunities an amount equal to 50% (fifty percent) of the total charges.

The University reserves the right to move the function to another desired location. In the event that the University is unable to provide all or part of the facilities or services specified in this Agreement, the University shall give prompt notice to the User of said ability.

**E. Failure to Pay**

The User agrees that if it fails to pay the charges or any part thereof in accordance with this Agreement, or if the User violates any other provisions of this Agreement, all remaining obligations of the University under this Agreement shall, at the option of the University, cease and be terminated upon written notice and mailed to the last known address of the User. In any case, all amounts owing to the University hereunder which are more than 45 (forty-five) days past due shall be subject to a service charge of 1.5% (one and one-half percent) per month. The User shall reimburse the University for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted to enforce compliance with this Agreement, including, but not limited to, the collection of any sums due and owing; the University shall be entitled to such sum as the trial court, and on appeal any appellate court, may adjudge reasonable as attorney fees to be allowed in said suit or action.

**II. Insurance**

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractors will have workers' compensation insurance in

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accordance with 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**Minimum Insurance Coverages and Limits required for most Contracts**

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$ 1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

*Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverage should include Garage Owner's Liability. Contracts with movers or truck transporter should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage not warranted for the goods and service being procured, the Division of Risk Management should be contacted.*

4. Automobile Liability - \$ 1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**III. Indemnity and Damages**

- A. The User agrees that all participants are under the direct and complete supervision and control of the User. As such, the User is liable for any and all damages resulting from participant's utilization of the facilities provided by the University. It is the User's responsibility to provide a representative for a walk through inspection of the facilities prior to any check in procedures, to confirm the condition of the building. Not providing such will mean that the facilities are accepted in "as is" condition. The User will also reimburse the University for all damages to facilities by the User and/or its participants. In addition, the terms and conditions of this Agreement do not require the University to relinquish its control of its facilities to the User. The University retains the right to require the User, or any of its participants, to leave the University premises if the University feels that circumstance require it. The University assumes no responsibility for loss or theft of personal property, or damage to personal property of the User or any of its participants. The User shall indemnify and hold harmless the University, its office, and employees against any and all claims of loss, injury, or damage to person(s), property, including claims of employees of the User or its Agents, arising out of activities conducted by the User or its Guests, on or in University buildings, properties, or facilities. The University assumes no liability whatsoever for any property placed by the User in University buildings, properties, or facilities.
- B. Non-adult conferences, such as Youth and Sports Camps, must be provided with 24 (twenty-four) hour adult supervision. The User agrees to provide adult supervisors, at its own expense, at a ratio of not less than 1 (one) adult supervisor per 25 (twenty-five) non-adult participants.

**IV. Applicable Law**

The laws of the State of Virginia shall govern this Agreement. The University is an equal opportunity institution and subscribes to all requirements of federal law not to discriminate with respect to students, employees, applicants, or University programs on the basis of sex, race, color, national origin, religion, age, handicap, or veteran status.

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**V. University Regulations**

The User is required to adhere to all University policies, regulations, guidelines, and all local, state and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services, or termination of this Agreement. University regulations include, but are not limited to, the following:

1. All individuals will abide by Virginia law, federal law, and University regulations regarding intoxicants, narcotics, and/or any other drugs.
2. Firearms, weapons, ammunition, fireworks and explosives are not allowed within the buildings, or on the grounds of the University.
3. No remodeling or renovating of rooms or furniture, tampering with the electrical or mechanical fixtures in rooms, placement of antennas for radios, televisions, etc. out of the windows, removal of or addition of furniture without prior arrangements/approval with the Director of Events & Conferences at the University is not permitted.
4. Attaching any object to any University premise by nail, screw, or alteration of the premises in any manner whatsoever without the prior permission of the Director of Events & Conferences at the University is not permitted.
5. Tampering with the fire system, fire alarms, or fire-fighting equipment is strictly prohibited unless there is an emergency
6. Gambling or solicitation in any form is not permitted.
7. The User is prohibited from selling any food items or refreshments on University property. Retail sale of other items may be permitted with permission from the Director of Events & Conferences.
8. No one is to tape or tack any decorations to the walls or any of the fixtures on campus.
9. No birdseed or confetti is to be thrown within any conference facility or out on the grounds.
10. Due to the fire code regulations for the buildings, there are to be no open flames, i.e. candles lit on campus.
11. A Temporary Parking Permit allows parking only in parking lots designated. Open

We, the undersigned, do hereby enter into this FACILITIES USE AGREEMENT, as witnessed by our signatures below.

VIRGINIA STATE UNIVERSITY:

Client Name's

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date