

## REGULATIONS GOVERNING RENTAL USE OF MAKAI CAMPUS FACILITIES

Use of University of Hawai'i facilities is governed by Board of Regents Policies, Chapter 10-3 as implemented by UH Systemwide Administrative Procedures A1.200, UH Systemwide Executive Policy E10.201, and UH Administrative Rules Title 20, Chapter 13. These policies and procedures must be followed for **ALL** renters. Intercollegiate practices and games are exempt from these procedures. Athletic coaches and staff are **NOT** exempt from these policies for non-intercollegiate events. Additional questions may be directed to the Athletics Scheduling Officer, Sis Finau 956-7350.

### RESERVATIONS:

1. Campus facilities, including campus grounds, are provided primarily for the support of the regular educational functions of the University of Hawai'i at Manoa and the activities necessary for the support of these functions. The functions of the University of Hawai'i at Manoa shall take precedence over any other activities. Registered student, faculty and staff organizations and other University affiliated organizations shall have priority over organizations without University affiliation in the use of campus facilities.
2. Organizations affiliated with the University and those without affiliation shall not be allowed to use facilities for political fund-raising/activity purposes and/or for the personal benefit of organizations or individuals where such use is in competition with other privately owned facilities.
3. Scheduling will be conducted on a first come, first served basis in order of above priority.
4. An *Application and Agreement for Evening and Holiday Use of University Facilities* shall be submitted thirty (30) days prior to the scheduled event to the Scheduling Officer.
5. University departments may reserve athletic facilities in advance without limit to the number of days prior to the event. Registered University organizations and organizations without University affiliation may not reserve general facilities in excess of one semester in advance.
6. Lead time required by the Scheduling Office to provide the requested facility/space will vary according to the preparations required (e.g., facility set-up needed, extra staff needed on-hand, etc.).
7. Series events (e.g., meetings) may be scheduled on the basis of 5 for a month, one month in advance. Board of Regents chartered organizations' programs and meetings may be scheduled at the beginning of the semester.
8. Penalties for non-use of a reserved facility/room: forfeiture of rental and/or suspension of scheduling privileges for a month. Penalties will not be effected if scheduler officially cancels one working day before event in the case of meeting rooms, etc., or one week in the case of the athletic facility or any event involving food catering.
9. *Payment for Rental and estimated expenses for services are due at the time of reservation.*

10. After the rental is completed, a final accounting of additional costs or revenue to be shared with the renter will be completed within in five business days. Final payment (or revenue to renter) is due within 30 days.
11. Any “charge backs” and associated fees will be invoiced to the renter.
12. If proceeds may be due to the renter, the renter must provide a tax identification number at the time of reservation or, if proceeds are to be released to an individual, a social security number.

### **FOOD SERVICE**

1. All food or refreshment of any kind must be cleared through Foods Contractor, University of Hawai‘i.
2. No outside food may be brought into any building or room without advance approval by Foods Contractor.

### **PHYSICAL SET-UP:**

1. Arrangements for special equipment (P.A., A.V.T., etc.) must be made at the Scheduling Office. Lead time for special service is two (2) weeks prior to event.
2. Plans for decorations must be approved by the athletic facilities management.
3. Changes in the physical set-up of reserved space must be submitted to the office no later than two days prior to the event.
4. The sponsoring person or group is responsible for any and all damage to the facility and/or equipment/furnishings and for any loss of equipment and /or furnishings.
5. Furnishings and equipment may not be moved without prior permission.
6. There shall be no attachment of materials on any surface of the building.

### **CONDUCT AND RESPONSIBILITY:**

1. Groups using facilities must restore them to original condition.
2. Groups reserving space in the athletic facilities are responsible for the behavior of their guests and members.
3. It is understood that the organization will abide by all statutes, ordinances, and/or policies of the state, city, and University.
4. Failure to observe such statutes, ordinances, and/or policies will result in forfeiture of rental deposit and/or suspension of scheduling privileges for a month, plus responsibility for payment of “out-of-pocket” costs for restoration, etc.
5. It is agreed that any charges arising from the use of athletic facilities will be paid by the organization or individual indicated. This will include any property damage occurring from use of the facility under the provisions of the agreement.
6. The officers, members and/or official representatives of the organization shall at all times use due care for public safety and agrees to indemnify, defend and hold harmless the University of Hawai‘i and the State of Hawai‘i, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the performance of this agreement; (2) all claims, suits and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of

the federal, state, municipal or county governments. And, furthermore, shall reimburse the University of Hawai‘i and the State of Hawai‘i, and their officers, employees, agents, or any person acting on their behalf for all attorneys’ fees, costs, and expenses incurred in connection with the defense of any such claims.

7. Non-institutional users of University facilities offering classes or other programs of formal instruction must clearly indicate in all promotional material that the program is neither sponsored nor endorsed by the University of Hawai‘i at Manoa.
8. Prior written approval shall be obtained to distribute and consume alcoholic beverages at events and activities scheduled in campus facilities. An application shall be made and approval granted by the Vice President for Student Affairs or his/her designee.
9. Smoking is prohibited in classrooms, conference rooms and all other athletic facilities.
10. A minimum of two (2) security officers (one of which shall be a University of Hawai‘i officer) is required at major events which are open to the public. The number of security officers required shall be determined by Campus Security. The cost for the services of the security officers shall be paid by the organization.
11. All organizations without University affiliation must provide evidence of appropriate and adequate insurance protection covering property damage, personal injury, or death arising out of the use of University-owned facilities. A copy of the organization’s Certificate of Insurance in the minimum face amount of \$1,000,000 naming the University of Hawai‘i as additional insured must be on file in the Scheduling Office prior to facility use. The following clauses must be included;
  - a) “This insurance shall not be cancelled, limited in scope of coverage or non-renewal until after 30 days written notice has been provided to the University of Hawai‘i, Director, Office of Procurement and Risk Management.”
  - b) “It is agreed that any insurance maintained by the University of Hawai‘i and/or the State of Hawai‘i will apply in excess of, and not contribute with, insurance provided by this policy.”

Additional information and policies regarding athletic facility rentals can be found online at <http://www.svpa.hawaii.edu/svpa/apm/a1200p/a1200.pdf>.

The undersigned has the authority to execute this Agreement on behalf of the user and has read, understands, and will abide by all University of Hawai‘i regulations governing use of athletic facilities as well as all statues, ordinances, and/or policies of the state and city.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title