

A. RAY OLPIN UNIVERSITY UNION FACILITY USE PROCEDURE

1) Introduction

- a) This procedure is intended to facilitate the fair allocation and efficient use of facilities within the A. Ray Olpin University Union. This procedure is intended to provide for the uniform and consistent administration of Union facility usage.
- b) This *A. Ray Olpin University Union Facilities Use Procedure* applies to the temporary use of facilities in the A. Ray Olpin University Union that are made available for meetings, activities, and events. This procedure does not apply to the use of space assigned on a long-term basis for campus department office space assigned by the Union Board.
- c) The Union is not a public facility. The Union building and its facilities are available for use by members of the University community, invited guests of university community members, invited guests of offices and personnel within the Union building, and invited guests of University and Union administrators. From time to time, the University may make Union facilities available to the public for specific public events. Members of the public who wish to use Union facilities must generally be accompanied by the member(s) of the University community who invited them to the Union. The Union reserves the right to refuse use of the Union and its facilities to any member of the general public. Members of the public who are not accompanied by a member of the University community may be asked to leave the Union. Members of the public who fail to leave the Union upon request may be cited under Utah's criminal statutes and will be escorted from the campus by campus police.
- d) As used in this procedure, unless the context otherwise requires:
 - i) "Union" refers to the A. Ray Olpin University Union.
 - ii) "University individual" specifically refers to any one student, faculty or staff member, or alumnus of the University of Utah.
 - iii) "Student organization" means a student organization currently recognized by the Associated Students of the University of Utah or other official departments of the University of Utah.
 - iv) "Group" means a student organization, University department, non-University individual or other organization.
 - v) "Union facility" refers to any space in the A. Ray Olpin University Union made available to reserve by the Union.
 - vi) "Booking" means any use or planned use of a Union facility.
 - vii) "Reservation" means arrangements for one or multiple bookings of Union facilities by one group where the bookings are logically or cohesively joined in some manner.
 - viii) "Regularly scheduled" means a series of bookings involving the same group for the same purpose at habitual intervals over the course of a semester.
 - ix) "Admission fee" means any charge or contribution associated with an event, regardless of label, which is either required or voluntary in nature.
 - x) "Engaged in fundraising" means (1) charging admission, (2) conducting a sale, or (3) soliciting contributions at an event where one of the purposes of the event is to obtain funds.
 - xi) "Security Personnel" means police, university security, fire or emergency personnel, or other such personnel that may be required by the University of Utah or its representatives.
 - xii) "Chartwells" refers to the University of Utah Dining Services department that is operated by the national company Chartwells.

2) General Procedures

- a) Union facilities are reserved in the order in which requests are received, with consideration being given to the size of the group, type of program, and space available. Union Events and Scheduling reserves the right to assign, and if necessary, reassign facilities to assure the maximum and most appropriate utilization of Union facilities. Union

Events and Scheduling reserves the right to terminate reservations at any time without penalty by giving notice of such termination to the reserving group.

- b) After a facility has been scheduled, food service arrangements can be made. Food or beverages may not be brought in, sold, distributed, or given away without Chartwells' specific approval.
- c) Decorating, display & exhibit limitations must be discussed with Union Events and Scheduling and abide by the rules included in Section 7.
- d) The individual or group scheduling Union facilities will be held financially responsible for any special clean-up, maintenance, or repair, resulting from the event or the activity.
- e) The Union reserves the right to require a mass gathering permit for events at the Union. The need shall be determined based on the time, place, attendance and type of event.
- f) The Union reserves the right to require security personnel for events in the Union. The need shall be determined based on the time, place and type of event. Security personnel may also be provided at the request of the sponsoring organization. When required, Union Events and Scheduling must arrange for security personnel. The sponsor of the event is responsible for all security charges. There is a minimum charge for security personnel provided by the University of Utah.
- g) The individual or group sponsoring an event in a Union facility determine the participants at the event and will be responsible for the actions of the participants.
- h) All individuals or groups using Union facilities shall obey all published University and Union policies, regulations, guidelines, and all local, State and Federal laws.
- i) All individuals and groups using the Union's facilities, meeting rooms and equipment will return them in the manner it was given them.
- j) Union equipment is not allowed to leave Union property without the permission of Events & Scheduling.
- k) Defacing of all property and equipment will be held accountable.
- l) Groups or individuals leaving obscene, defamatory, graphic language on Union property is not allowed. Any such behavior will be a termination of all scheduling privileges, use of meeting rooms and events in Union building.
- m) Individuals and groups shall use Union facilities at the scheduled event time and properly cancel events as outlined in Section 6. Violations of this procedure may result in the loss of scheduling privileges in the Union.
- n) The Union will not actively seek reservation business from off-campus, but will instead respond to requests and inquiries about use of Union facilities.
- o) The A. Ray Olpin University Union is a smoke-free and alcohol-free building.
- p) Per University policy 3-231, except for service animals, no animals are permitted entry to the Union.
- q) Reservations records are available to the public in accordance with GRAMA.
- r) Union Administration approves normal hours of operation. These hours can and do change during the year due to holidays, semester breaks, etc. Reservations may be for any time during the Union Building hours. It is possible to request the building open beyond normal operating hours. This includes opening Union facilities on days the Union is scheduled to be closed. Extended hour fees are assessed to cover additional staffing and operating costs.
- s) The individual or group scheduling Union facilities agrees to comply with the U of U Policy 1-015 Safety of Minors Participating in University Programs or Programs Held on University Premises (see <http://regulations.utah.edu/general/1-015.php>) and all applicable related rules), including but not limited to registering the program with the University of Utah's Youth Protection and Program Support (<https://youthprotection.utah.edu/register-programs/index.php>) and obtaining required background checks and training for adults working with children. Any concerns about any misconduct in connection with the Event must be reported to the University's Office of Equal Opportunity and Affirmative Action at (801)-581-8365. Consistent with the requirement of the University of Utah Safety of Minors Policy, The individual or group scheduling Union facilities hereby agrees to indemnify the University against liability for acts or omissions of the individual or group scheduling Union facilities personnel occurring in conjunction with the Event. The individual or group scheduling Union facilities agrees to have all participants sign a Liability Waiver for Non UofU Event or Activity being held on campus substantially in the form (available at: <https://youthprotection.utah.edu/resources.php>). The individual or group scheduling Union facilities agrees to collect a waiver from each participant on or before the first day of the Event. The individual or group scheduling Union facilities further agrees to provide the University contact at the

Union (as applicable, Exhibit C-1 for minor participants and Exhibit C-2 for adults participants) with copies of all participant waivers on or before the first day of the Event.

3) Scheduling A. Ray Olpin University Union Facilities

- a) The Union Events and Scheduling Office is the official agency responsible for coordinating the use of all Union facilities. Reservation requests for the use of Union facilities must be submitted to Events and Scheduling Office. Union Facilities include spaces within the Union building, as well as the Union Patio, Union Lawn, Tanner Plaza, and sidewalks and lawns extending to the large rocks on the south side of the building and Tanner plaza on the north side of the building. Members of the University community or their organizations reserving use of the facilities shall have preference in its use in the order of their application and over those seeking to use the facilities without reservation. All reservations will be in accordance with Campus Policy Regulations 1-007.
- b) University individuals and groups may reserve Union facilities by approval of Union Events and Scheduling.
- c) Reservation requests may be made by phone, in writing, by e-mail, via the Union website or in person.
- d) Union facilities for regularly scheduled meetings are available on a semester by semester basis only and may be requested beginning on Reading Day at 8:00am the semester prior to when the meetings will be held. Reservations for such meeting rooms may be requested up to the beginning of the subsequent semester.
- e) Groups may schedule audio/visual equipment in advance through Union Events and Scheduling. Requests should be made no less than one week prior to the event.
- f) Individuals and groups affiliated with the University may schedule events up to one year in advance of the event.
- g) Individuals and groups not affiliated with the University may schedule events up to six months in advance of the event unless given permission from Union Events & Scheduling. Reservations and services provided in the University Union to persons other than members of the campus community are in compliance with the Board of Regents R-555 section 3.2 and section 4.3.
- h) Requests for reasonable accommodation should be made at the time of the reservation request or as soon as accommodation is known to be needed.
- i) No individual or group may release space to another individual or group. Reservations for space are group or event specific, and may be changed only by the Events and Scheduling Office.
- j) Groups who schedule a space in the A. Ray Olpin University Union agree to defend, indemnify and hold harmless the University of Utah, its officers, and employees harmless from any and all claims, losses, costs (including attorney's fees), and any other liability because of injury to persons or property arising as a result of or in connection with the reserving groups use of the facilities provided under this procedure. Including, without limiting the generality of the foregoing, any injury to participating individuals or to the reserving group's agents, guests, invitees, volunteers, performers, employees, or sub-contractors, except to the extent such claims, losses, costs, and other liability result solely from negligent acts or omissions of the University of Utah.

4) Holds

- a) A group may put a "hold" on a maximum of three separate Union facilities or one Union facility for two dates. The "hold" will be released one month after it is created.
- b) A Union facility on "hold" may be challenged by a group with a confirmed event and in need of the same facility. At the time the "hold" facility is challenged, the group "holding" the facility must either confirm or release the room.

5) Back-up Venues

- a) When Union facilities are booked as a back-up venue for an event taking place elsewhere (normally outside), the full rental rates apply as if the space is being used as the primary venue location.

6) Cancellations

- a) Cancellations must be given to Union Events and Scheduling no later than 30 days prior to the reservation.

- b) An authorized officer from an official student organization must cancel student organization reservation.
- c) Groups will be held responsible for all charges incurred prior to cancellation because of any commitments made to facilitate reservations.
- d) If a group fails to cancel a room reservation at least 30 days prior to the scheduled reservation, the group will be assessed the room rental fee.
- e) If a group fails to use a reserved room and did not cancel the room reservation, the group shall be assessed room rental fees.
- f) Force Majeure
 - i) The Union will be held harmless if any event is cancelled by any situation outside the control of The Union. Either party's performance under this agreement is subject to acts of God, war, epidemics, government regulation, civil unrest, strikes, or any other occurrence or emergency beyond the party's control, or other conditions considered force majeure, making it impossible, illegal, or commercially impracticable (affecting 40% of attendance) to either party to perform its obligations under this agreement, upon written notification.

7) Decorations, Exhibits, and Displays

- a) Union Events and Scheduling must approve the method of placing decorations, exhibits, and displays in Union facilities.
- b) Doorways, hallways, corridors, staircases, and fire exits cannot be blocked or obstructed.
- c) Decorations may not be attached to ceilings, light fixtures, walls, floors, woodwork, draperies, windows, curtains or any painted or papered surface unless approved by Union Events and Scheduling.
- d) No tape, glue, tacks or nails are permitted on the walls, doors, floors, ceilings, glass or woodwork of Union facilities. Easels, flipcharts, clip stands, T-stands, and tack boards are available for posting purposes.
- e) Light bulbs may not be placed where the heat from the bulbs might create a fire hazard. "Special effects" equipment, such as smoke, fog, and fire machines, are not permitted in the Union.
- f) Groups utilizing decorations, exhibits or displays must arrange for labor.
- g) The Union is not responsible for loss of any materials of displays, gifts, favors or other items left in the building.
- h) Decorations, exhibits, and displays must be removed immediately following the event or activity, unless other arrangements have been approved by Union Events and Scheduling. If it becomes necessary for the staff to remove materials left by a group, the sponsoring organization will be billed for all costs of removing the materials.
- i) NO open flame of any kind is permitted. Only battery-operated candles are allowed.
- j) All table centerpieces must be non-flammable or constructed of fire-resistant materials.
- k) Confetti, glitter, rice, party poppers, dance wax, artificial snow, chalk drawings, stickers, floor vinyls, and all similar materials may not be used in Union facilities without prior authorization from Union Events and Scheduling.
- l) Union Events and Scheduling must approve any special needs for decorations, exhibits, and displays beyond the scope of this procedure.

8) Pass-through Charges

- a) Within the limits explained on the Events and Scheduling Charge Sheet, use of equipment and furnishings in the Union's extensive inventory is without charge.
- b) Additional equipment rented from third party suppliers to support a group's reservation will be billed at cost to the group.
- c) Sub-contracted personnel charges (i.e., sound, lighting, security, electrical) will be passed on to the reserving group.

9) Extending Building Hours (early open/late close) and Opening on Closed Days

- a) Requests must be through the Events and Scheduling Office at least ten day in advance.
- b) Union Administration will determine outcomes of these requests.
- c) Approval is subject to the availability of Union staff.

- d) Additional fees and operating costs, usually \$60 per hour (maximum \$250), will be charged to the group making the request if the request is approved.

10) Last Minute Changes

- a) Last minute changes or additions should be relayed through Union Events and Scheduling or the Manager on duty.
- b) Union staff will attempt to accommodate group needs whenever possible.
- c) Union Events & Scheduling has the right to refuse any last-minute changes.

11) All-Gender Bathroom Request

- a) In addition to the current all-gender bathrooms located in the Union Recreation area, the bathrooms on the west end of the second floor, as well as the bathrooms on the fourth floor of the Union, can be requested to be used as all-gender bathrooms for a one-time event with the approval of the Union Director or signature designee. All-gender bathroom request forms are available from Union Events and Scheduling.
- b) The all-gender request form must be submitted a minimum of two weeks before the event. You will be notified within 48 business hours of a decision. Please note the submission of the form does not guarantee approval. Other events in the building will be considered as a reason why this request may not be approved.
- c) The Union will provide the appropriate signage. All other signs will not be permitted.

12) Speech Procedures

- a) All individuals and groups must adhere to these procedures and with Campus Policy Regulations 1-007. Nothing in these procedures shall be construed as authorizing or condoning unlawful defamatory or obscene exercises of the speech rights defined under campus regulations. Any person engaging in such conduct or using University facilities or grounds to do so shall be subject to the laws governing defamatory or obscene speech, including the authority of the University to remove signs, posters, handbills, structures or other unlawful expressions of defamatory or obscene speech or publications.
 - i) The A. Ray Olpin Union is not responsible for the views expressed in event communication or during an event at the A. Ray Olpin Union nor should the opinions expressed in event communication or during any events be understood to be the views of the A. Ray Olpin Union or the University of Utah.
- b) Advertising, marketing, and communication about reservations at the A. Ray Olpin University Union must adhere to the following procedures.
 - i) The author or sponsor must be clearly identified in the material.
 - ii) The content of the material must not imply that the event is sponsored by or affiliated with the A. Ray Olpin University Union or the University of Utah without permission.
 - iii) The posting cannot use University of Utah trademarks without permission.
 - iv) The posting's subject matter must be speech protected by the First Amendment.
- c) Distribution of Handbills, Petitions and Other Written Material Campus Policy Regulations 1-007.
 - i) Individuals and groups posting or distributing non-commercial handbills, petitions or other written material must reserve space in the Union.
 - ii) No person is allowed to approach bystanders with materials.
 - iii) Distributed materials must clearly identify the author or sponsor of the materials.

- iv) Distribution outside of University buildings is permissible but must not interfere with the entrances to the University buildings or the normal flow of pedestrian or vehicular traffic.
- v) Handbills or other written material may not be attached or affixed to private property without the owner's permission.

d) Demonstrations and Picketing - Must reserve space
General Policy: Campus Policy Regulations 1-007

- i) Demonstrations and picketing on campus are legitimate means of expression and must reserve space. Anyone who wishes to engage in demonstrations and picketing shall be permitted to do so freely, as long as their conduct is not violent and does not unduly disrupt the functioning of the University or interfere with the rights of other members of the University community or damage University or private property.
- ii) Picketing or demonstrating must be orderly at all times and must not jeopardize public order or safety.
- iii) Picketing or demonstrating must not interfere with the entrances to buildings or the normal flow of pedestrian or vehicular traffic.
- iv) Picketing or demonstrating must not interfere with organized meetings or other assemblies in such a way as to invade the rights of others to assemble and the rights of speakers to free expression.
- v) Sound equipment shall only be used at sound levels which do not disrupt or disturb teaching, research or other duly authorized meetings or activities. Violations of this restriction shall constitute grounds for revocation of the permission to use the sound amplification equipment.
 - (1) Levels of sound from big band speaker systems, or other amplification equipment, shall not exceed noise levels indicated below, as specified by Noise Control Regulations of the Salt Lake City/County Health Department. Measurements may be taken at any University boundary or at any point within the property (facility) affected by the noise:
 - (a) 10:00 p.m., to 7:00 a.m. - 50 decibels
 - (b) 7:00 a.m., to 10:00 p.m. - 55 decibels

e) Posting of Signs, Notices and Posters by Members of the University Community

- i) The Union is not responsible for the content or the safety of your posted materials.
- ii) All flyers must be time-stamped.
- iii) All flyers are removed on the 7th and 22nd of each month (the Monday after if the 7th or 22nd is on a weekend) or after any event date advertised on the flyer.
- iv) Rules:
 - (1) Put only on cork boards. Flyers posted to the walls, windows, and doors will be removed.
 - (2) No tape or staples.
 - (3) Please provide your own thumbtacks or push pins (do not steal from others).
 - (4) Failure to follow these rules may result in not being permitted to post flyers in the Union again.

13) Information, Vendor and Solicitation Space

- a) Intention Statement: Most people come to the Olpin Union to relax, study, eat, or attend events. To encourage an open and inviting atmosphere, the University and the Olpin Union limit the time, place, and manner for information and solicitation activities. Designated table space for these activities is provided in a high census area to be used by University groups and other sponsored organizations trying to reach the University community. This procedure establishes a balance between groups seeking visibility and individuals present for other purposes.

b) Table Usage

- i) The Union classifies table usage into three (3) broad categories, information, solicitation, and vendor. These are defined as:
- ii) Information Tables
 - (1) Table spaces are available to recruit members, advocate for various issues, fundraise for an on-campus department, club, organization, or other benevolent causes or promote programs and services.
 - (2) Fundraisers of this type are performed voluntarily by members or individuals of the campus group.
 - (3) Information groups are limited to ten (10) days table usage per reservation. Upon completion, groups may make an additional reservation for ten (10) days based on availability.
- iii) Vendor Tables
 - (1) Table spaces are available for sales of consumer goods.
 - (2) Off-campus solicitation groups are limited to ten (10) days table usage per semester.
 - (3) The products must be sold directly off the table – if additional services are sold “off the table”, that would be classified as a solicitation table. Items classified as: food, beverage, vitamins, sports drinks, health products are not allowed to be sold off the table.
 - (a) Product information and images for prohibited items are allowed.
 - (4) A \$25.00 fee per table, per day will be collected from the off-campus agency when the reservation is made.
- iv) Solicitation Tables
 - (1) Table spaces are available for advertising, order taking, and/or sales of consumer goods or services.
 - (2) Off-campus solicitation groups are limited to fifteen (15) days table usage per semester.
 - (3) Table used by off-campus groups involved in fund-raisers are always classified as solicitation tables.
 - (4) A \$125.00 fee per table, per day will be collected from the off-campus agency when the reservation is made. On campus agencies/departments or groups can table free of cost.

c) Table Space

- i) Table spaces/slots are available in a high traffic location on the first floor in the Union Recreation, and outside along the Union patio walkway.
- ii) Groups using tables for solicitation can also use a kiosk in the Union Food Court
- iii) Each table/slot includes two chairs.
- iv) Reserving groups must provide extension cords, cash box, etc... as their needs dictate.
- v) All supply or display items must be placed on top of or underneath the table and removed at the end of each day's reservation. No additional display, demonstration, or sale space is allowed.
- vi) All publicity must be confined to the table. Posters or signs cannot be fastened to surrounding walls, pillars, or glass.
- vii) Tables may not be reserved for display purposes only and must be staffed at all times.
- viii) The Union will not provide any overnight storage for groups.
- ix) The Union is not responsible for any lost, stolen, or damaged property.

d) Table Reservations

- i) Request table space from Union Events and Scheduling at least one day in advance.
- ii) Reservations are made only for the current semester.
- iii) Beginning on Reading Day of the ending semester, organizations may start reserving table space for the upcoming semester.
- iv) Tables are for use from 9:00am to 5:00pm.
- v) Cancellations without prior notice may jeopardize future reservations

e) Table Etiquette

- i) In accordance with Campus Policy 1-007 - Conduct activities in a respectful manner. *For example, let people approach the table if they are interested.*
- ii) Individuals are required to stay behind their tables unless otherwise approved by the Events and Scheduling Office.
- iii) Complaints brought to the Union Administration regarding aggressive solicitation will result in immediate removal without refund and future reservations jeopardized.

f) Food and Beverages

- i) Food and/or beverage arrangements must be made through University Dining Services by Chartwells.
- ii) Food or beverages may not be sold, distributed, or given away without Chartwells' specific approval.
- iii) One exception to this is prepackaged; individually wrapped candy may be given away.

g) Unloading and Parking

- i) Loading/unloading may be done at the Union's East entrance. Vehicles must always keep hazard lights on during loading/unloading.
- ii) Parking is available in the pay lot directly east of the Union, individuals and groups are responsible for the parking costs.

14) Standards of Behavior

Patrons of the Union are expected to comply with state and federal laws, University policies, and the Union rules. The following rules prohibit certain kinds of behavior and are to be used as a guide to appropriate civil behavior in the Union building.

a) Alcohol, Drugs and Intoxication

- i) No person shall use, possess, or distribute alcoholic beverages or controlled substances of any type on the Union's premises, except as permitted by law and University regulations.
- ii) Intoxicated or drug impaired individuals are prohibited from entering or staying in the Union building.

b) Bathing in Union Restrooms

- i) No person shall use Union restrooms for the purpose of bathing. The restroom facilities are not intended for this purpose. The facilities may be used for washing hands and faces.
 - (1) Foot washing stations are available at the Meditation Space on the third floor.
 - (2) Showers are available for campus student, staff, and faculty in the neighboring Gardner Commons building.

c) Interference with Peaceful Conduct

- i) No person shall commit any act that interferes with the peaceful conduct of the activities within the Union facility. Such acts may include physical or verbal assault, sexual harassment, hazing, threats, intimidation, coercion, or any other behavior which interferes with the peaceful use and enjoyment of Union facilities by other patrons.

d) Solicitation/Panhandling

- i) No person shall engage in any form of panhandling/begging in the Union. Furthermore, no person shall engage in selling or solicitation of goods or services in the Union unless these activities have been previously approved and scheduled by the Union Events and Scheduling department.

e) Unattended Backpacks, Bags, and Other Personal Items

- i) Patrons are prohibited from leaving unattended any bags, backpacks or other personal items in the Union (including for the purpose of reserving seating). Unattended bags, packages and personal items present

security risks. Such unattended items may be confiscated and disposed of by the University. Patrons who leave items unattended may be subject to discipline.

f) **Enforcement Procedure**

- i) Any University community member who violates these Union rules may be disciplined in accordance with applicable University policies and procedures. University community members who violate these rules may also be subject to criminal sanctions and penalties. Persons who are not members of the University community and who violate these rules will be subject to criminal sanctions and penalties and may be removed from the University pursuant to the Utah Criminal Code §§ 76-8-701 to 719.

15) **Waivers**

- a) Specific items in the A. Ray Olpin University Union Facilities Use Procedure may be waived upon approval by the Union Director. Waiver forms are available from Union Events and Scheduling.
- b) **Procedure**
 - i. Requests for waivers must be submitted to the Union Director for approval prior to the date of the event. If Union facilities need to be reserved prior to when the waiver request can be considered, the organization will be expected to abide by the existing procedure.
 - ii. The request should thoroughly describe the event and include what would be the alternative if the waiver cannot be approved.

16) **Renovation**

- a) As the Union continues to make improvements to better serve our guests, areas of the building may be under renovation at the time of your event.

17) **Contract changes, additions, stipulations or lining out**

- a) Any contract changes, additions, stipulations, or deletions including corrective lining out by either the Union or the individual or group scheduling Union facilities will not be considered agreed to or binding to the other unless such modification have been initialed and dated or otherwise approved in writing by the other.

18) **Billing**

- a) Deposit is due 30 days after receiving an invoice unless specified in a deposit schedule. After 30 days, a 6% late charge will be assessed on any unpaid balance. After 90 days, the unpaid balance will be turned over to a collection agency. The individual or group scheduling Union facilities will be responsible for collection fees.
- b) The individual or group scheduling Union facilities agrees to be responsible for all attorneys' fees and court costs relating to any action on the individual or group scheduling Union facilities part or the part of their participants that necessitates intervention or action from an attorney, on behalf of the University. Such items may include recovery of rent due, damage costs, collection fees, or others are warranted.