

Board of Regents of the University of Oklahoma Health Sciences Center

**Agreement for Use of Facilities or Property for Events
Not Sponsored by the University of Oklahoma**

INDIVIDUAL OR ORGANIZATION: _____ (“USER”)

Billing Address: _____

Phone #: _____

Contact Person: _____

NAME OF EVENT: _____

PURPOSE OF EVENT: _____

ACTIVITIES DURING EVENT: _____

EXPECTED ATTENDANCE: _____

DATE(S) AND TIME(S) OF USE: _____
(includes set-up and clean-up) Date: _____
Beginning Time: _____
Ending Time: _____

Date: _____
Beginning Time: _____
Ending Time: _____

PERMITTED USE OF FACILITIES:

General: The Board of Regents of the University of Oklahoma (“OUHSC”) maintains the right to place reasonable time, place, and manner restrictions on facility use granted under these procedures. The User agrees that he/she understands and agrees to the conditions of the University of Oklahoma Health Sciences Center *Procedures for the Use of University Facilities or Property for Events Not Sponsored by the University of Oklahoma*, which is incorporated herein by reference and can be found at <http://www.ouhsc.edu/policy/>. If the event qualifies as a “Special Event” as defined below, additional notification and submission of the HSC Special Events Request Form is required through the OUHSC Office of Enterprise Risk Management (<https://risk.ouhsc.edu/HSC-Special-Events>) prior to University providing approval of the event.

A **Special Event on Campus** is defined as any activity proposed to take place on University property or in University facilities that alters the ordinary use and/or involves the erecting or placement of tents, structures, platforms, inflatables, fixed equipment, food trucks, vehicles, or large mobile units, in effort to assemble persons for the purpose of live entertainment/performances, celebrations, animals, attractions, participation, races, walks, runs, parades, fairs, festivals, competitions, sponsored outdoor catered events, events with alcohol, and similar occasions.

Failure to pay all assessed fees and costs; mistreatment of persons or property; or the violation of any federal, state, or local law, or OUHSC policy or procedure will constitute justification for denial of future requests from the same organization, group, or individual(s).

Fees and Costs: All calculable fees and costs must be paid ten (10) working days prior to use of the facility. Any deposits required will be at the discretion of the Facility Coordinator. Any additional costs (such as for clean-up) will be billed to the User within thirty (30) days following the use.

Total
Cost/Fee

Fee for Use of Facility _____

EQUIPMENT SUPPORT

Permission for use of equipment owned by OUHSC at the facility may be granted at the discretion of the Facility Coordinator. Permission for use of research equipment, and the applicable fee schedule, will be coordinated by the Facility Coordinator through the Director/Chair of the applicable area. User is responsible for any costs related thereto.

- a. N/A \$0 (included with price of technical personnel support)
b. N/A \$0

TECHNICAL PERSONNEL SUPPORT

Use of OUHSC personnel as technical support will be coordinated by the Facility Coordinator. User must reimburse OUHSC for any costs arising from the use of technical support. Technical support

will be responsible for setting up and breaking down the sound system and will remain on site during ceremony to assist in case of technical difficulties.

a. Staff \$0/hour = N/A

CAMPUS POLICE/SECURITY SUPPORT

The need for police/security support in conjunction with any use of OUHSC facilities shall be determined by the Facility Coordinator and Campus Police and paid by the User. The use of security services from non-OUHSC sources shall be at the direction of Campus Police and at the expense of the User. Officers must be onsite during the serving and consumption of alcohol. Campus Police requires two officers to work together on most events. Large events may require more officers.

a. officers; hours \$ 65/hour = \$

SITE SUPPORT/CUSTODIAL SUPPORT

On occasion, the use of facilities will require the services of the Department of Facilities Management, i.e., events requiring utility hook-ups, custodial services, trash disposal, hauling services, landscape requirements, and/or other special requests. User must pay any charges for these services, which will be coordinated by the Facility Coordinator. Additional trash receptacles will be placed around the reception area. User will be required to securely tie off bags inside trash receptacles for custodial services to dispose of the next working day.

a. additional trash receptacles \$0 = \$0

SITE CLEAN-UP (if needed)

User will be billed at a rate of \$180/hour for site clean-up if User fails to bring the facilities and grounds back to its original state of cleanliness.

PARKING

Parking support must be coordinated by the User with OU Parking and Transportation Services at (405) 271-2020. Any additional fees for Parking Services will be paid to OU Parking and Transportation.

GRAND TOTAL = **due**

Make checks payable to OUHSC. Payment in full due to Facility Coordinator at:

OU Health Sciences Center
Attn:
PO Box 26901
Oklahoma City, OK 73126-0901

Event Times: For this event, the event times are between 7:00 a.m. and 10:00 p.m. unless otherwise approved by the Facility Coordinator and Campus Police. Depending on the event, the Facility Coordinator may also need to notify the Office of Public Affairs at (405) 271-2332 during the planning stages to ensure there are no scheduling conflicts with other facilities or activities. OUHSC expressly reserves the right to require that any event end at an earlier time, given considerations of safety, crowd control, weather, noise, and potential disruption of favorable community relationships.

Noise: Levels of sound from amplification equipment shall not exceed noise levels specified by the City of Oklahoma City codes. Responsible officials of OUHSC have the right to require that amplification systems be turned down, or off entirely, if it is determined that sound levels exceed specified levels or the event is disturbing or disruptive to surrounding neighbors or other activities on campus.

Safety: If the use places facilities, property, participants, equipment, or spectators above an acceptable level of risk of harm or disturbance, damage, or injury, as evaluated by the Facility Coordinator, the Chief of Campus Police, or the OUHSC Office of Enterprise Risk Management, Campus Police are authorized to immediately cancel the event, at which point fees and/or deposits are forfeited. In the event of a cancellation, User shall be invoiced and responsible for any Support costs and Site Clean Up.

Food/Drink/Alcohol: Distribution and consumption of food or drink is not allowed in auditoriums, classrooms, plazas, open areas, and other facilities unless permission is granted herein, in which case, the User must obtain appropriate temporary alcohol, beverage, and/or food permits as required by the State Health Department and the Oklahoma City codes.

Permission granted? _____ User's initials: _____

No Alcoholic Beverages of any type shall be possessed or consumed by individuals in any OUHSC facility, unless such has been approved by and coordinated with the Senior Associate Vice President for Administration and Finance or designee. The serving of alcoholic beverages shall be done only by a licensed caterer, who shall be responsible for checking IDs. The licensed caterer shall furnish proof of General Liability and Liquor Liability insurance with minimum limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate with the Board of Regents of the University of Oklahoma as Certificate Holder on the certificate of insurance (COI) for its operations to the Facility Coordinator at least five (5) University business days prior to the event. Licensed caterer is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. *OUHSC may revoke the permission to serve alcohol if the proof of insurance is not received within the designated time.* Campus Police officers must be onsite during the serving and consumption of alcohol, at the User's expense.

Permission granted? _____ User's initials: _____

Fire Prevention & Safety: Fire prevention and safety concerns are important issues that must be addressed by the Facility Coordinator prior to and during the use of facilities. The OUHSC Office

of Building Code Compliance and Fire Protection Services enforces the State adopted fire and life safety codes. These codes specifically address special events and assemblies to include regulations concerning the means of egress, number of occupants at an event, types of decorations permitted, proper use and storage of compressed gases, and other potential fire hazards. These rules and regulations shall be followed during the use of OUHSC facilities. Information on these requirements may be obtained from the OUHSC Office of Building Code Compliance and Fire Protection Services at (405) 271-5522 ext. 5. Activities involving the use or storage of hazardous chemicals or other possible environmental hazards must be approved by the Environmental Health & Safety Office at (405) 271-3000 prior to the event.

Outdoor Properties: Undeveloped outdoor properties have no rest room facilities, drinking fountains, lighting, or pay telephones. Users should plan for these contingencies when holding events outdoors. Should User supply their own equipment for the event other than what OUHSC provides ("User Equipment"), User shall be responsible for any and all use, ensuring the User Equipment is non-hazardous and safe and shall be responsible for damages caused by User Equipment.

Solicitations: Unsolicited sales door-to-door, office-to-office, or in open areas, by commercial groups or individuals for commercial or financial gain is not allowed. Permission for solicitation must be obtained in advance from the Facility Coordinator.

Permission granted? ____ User's initials: _____

Promotions: The Use of OUHSC's name, other than as a physical address, is prohibited in advertising, solicitation, or promotion of non-University activities. Promotional use of the OUHSC name, logos, and identifying marks must be approved by the Coordinator of Trademark Licensing at (405) 325-8547. Permission granted? ____ User's initials: _____

Site: The User agrees to protect all items in the facility, to clean the facility within the designated time period and to the satisfaction of the Facility Coordinator, and to dispose of trash in the designated area following the event. The User is required to tie off bags inside trash receptacles for Custodial Services to dispose of following the event. The User also agrees to keep all individuals in the designated areas of use, to be agreed upon in advance with the Facility Coordinator.

Tobacco and Firearms Policies: The User agrees to comply with OUHSC's Tobacco Free Policy, which is available at <https://www.ouhsc.edu/policy/#19715873-section-123---tobacco-free>. Firearms and munitions of all types, as well as other weapons as identified in 21 O.S. §1277, are prohibited on all property owned, leased, or occupied by the Board of Regents of the University of Oklahoma at all times except as specifically authorized in accordance with the University's Firearms Policy, available in section 3.1.11 at <https://www.ou.edu/content/dam/regents/docs/CurrentPolicyManual.pdf>.

User's initials: _____

Inspection of Site/Insurance: Unannounced inspection – At the discretion of the Facility Coordinator, the OUHSC Office of Building Code Compliance and Fire Protection Services,

and/or Campus Police Department, and/or an authorized OUHSC employee may make an unannounced inspection of the facility during its use to monitor compliance with the terms of this Agreement.

Event inspection - OUHSC recommends that the User accompany the Facility Coordinator (or his/her designee) on an initial site inspection prior to the event in order to establish the condition and cleanliness of the facility. Prior to securing the site following the event's termination, the Facility Coordinator (or his/her designee) will **fully inspect** the facility to determine its cleanliness and/or any possible damage to the building or contents. This site inspection will include checking any unlocked rooms accessible to the User and his/her guests (i.e., restrooms, offices, closets). OUHSC also recommends that the User accompany the Facility Coordinator on the final site inspection.

If the User and Facility Coordinator so agree, the final site inspection may be postponed to occur during regular business hours of the next University work day following the event, which may or may not occur after clean-up operations, as directed by the Facility Coordinator. If the Users agree to postpone the final site inspection, he/she agrees that any evidence of damage to OUHSC property found at the time of inspection shall be repaired at the User's and/or his/her insurance carrier's expense.

Agree to postpone? ____ User's initials: _____

Any damages found will be reported immediately to Campus Police and the OUHSC Office of Enterprise Risk Management, and costs arising from the repair or replacement as a result of these damages will be reported to the User and/or his/her insurance carrier for payment. Any costs for custodial or hauling services that are required to bring the site back to its original state of cleanliness and repair will also be billed to the User.

Liability for User's Operations: The User shall secure, at their own expense, either a General Liability Insurance policy or Event Liability Insurance policy with minimum limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate to insure its operations for the event. The insurance must name the Board of Regents of the University of Oklahoma as Certificate Holder on the certificate of insurance (COI). User is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The COI must be sent to the Facility Coordinator who will attach it to the signed agreement. Any questions regarding insurance must be discussed with the Office of Enterprise Risk Management at (405) 271-3287, prior to the event.

Indemnification and Hold Harmless: The privilege of using OUHSC facilities shall be conditioned on the assumption of full responsibility and risk by the User. All Users agree to release and hold harmless the Board of Regents of the University of Oklahoma, its representatives, agents, servants, and employees from liability for and damage to their property contained in, on and/or over the premises resulting from any cause whatsoever, excepting only such injury or damage that results from the willful acts of the Board of Regents of the University of Oklahoma, its representatives, agents, servants, and employees. It is further agreed that as an express condition of this use, the University of

Oklahoma shall be free from all liabilities and claims for damage, and from all suits therefor, by reason of an injury to any person or to any property of any kind whatsoever, whether to the person or property of the User of the person or property of its agents or employees, or to third persons or to their property, from any cause whatsoever while any of said persons or property is in, upon or over said premises or any part thereof or for any such injury to any person or property aforesaid occasioned by a use of said premises or any activity carried on by the User in connection therewith, and the User hereby covenants and agrees that the User will indemnify and hold harmless the Board of Regents of the University of Oklahoma from all liabilities, charges, expenses (including counsel fees) and costs on account of or by any such injuries, liabilities, claims, suits, or losses however occurring, or by reason of damages growing out of the same. The exercise of the privilege of use shall constitute an acknowledgement that the Board of Regents of the University of Oklahoma maintained said facilities in a governmental capacity.

Agreed and Accepted:

Signed: _____ (“User”)

Date: _____

(printed name)

Prepared and Acknowledged By: _____
Facility Coordinator

Date: _____

Approved By: _____ Date: _____
On behalf of the Board of Regents of the University of Oklahoma Health Sciences Center