

## **Section 124-**

### **Procedures for Use of The University of Oklahoma Health Campus (OUHC or University) Facilities for Events Not Sponsored by the University**

The University of Oklahoma Health Campus (OUHC or University), as a constitutionally-created entity of the State of Oklahoma, may make its facilities and property (including buildings, grounds, real and personal property) accessible for events that are not sponsored by the University. The University also has an obligation to ensure its facilities and property are available to its students, faculty, and staff in support of its teaching, research, and service missions and second to protect the taxpayers of the State of Oklahoma against property and casualty losses.

#### **I. Use of OUHC Facilities**

OU Health Campus may make facilities it owns and operates available for Non-University Sponsored Activities and for Non-University Purposes in accordance with these procedures.

These procedures are established as a minimum standard for such use of facilities. Each facility may establish additional procedures as needed, but no facility may negate the following procedures. The *Agreement for Use of Facilities or Property for Non-University Sponsored Activities* ("Facilities Use Agreement"), can be found on the OUHC Enterprise Risk Management's Website at <https://risk.ouhsc.edu/>.

For purposes of this policy, the following definitions apply:

- A. OUHC Facility(ies)** – Facilities and property, including indoor and outdoor spaces that are owned or operated by OU Health Campus, and real and personal property, owned or operated by OU Health Campus.<sup>1</sup>
- B. Non-University Sponsored Activities** - Non-University Sponsored Activities are those organized and conducted by User for non-University purposes (e.g., OUHC Registered Student Organizations<sup>2</sup> when their activities are not sponsored or endorsed by OUHC and by non-recognized University student groups, community groups, local or national organizations, members of the public, and members of the OU community).
- C. Special Event** – For purposes of this policy, a Special Event<sup>3</sup> is any activity not sponsored by the University that is proposed to take place on University property

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<sup>1</sup> For facilities leased to OU Health Campus by a third party, any policies of the lessor shall govern in addition to these and shall prevail in case of conflict. Facility Coordinators should review the facility lease with the Office of Legal Counsel before approving any use.

<sup>2</sup> Student clubs and organizations that are officially recognized by the OUHC Student Affairs Office as Registered Student Organizations (RSO) may be considered to further University purposes of this policy, except as otherwise indicated; however, RSOs may not have liability protection from the State of Oklahoma for the event itself.

<sup>3</sup> For the full Special Events Policy, see <https://risk.ouhsc.edu/HSC-Special-Events>.

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.

Special Events require the Facility Coordinator to notify the Office of Enterprise Risk Management prior to agreeing to permit the use of the space or to sending the *Agreement for the Use of Facilities or Property for Non-University Sponsored Activities*.

- D. User** – Those individuals and entities using OUHC Facilities for Non-University Sponsored Activities or Special Events.
- E. University Purposes** - Those activities that are organized and conducted by OUHC-affiliated<sup>4</sup> groups and that further the groups' University function or purpose, beyond solely social purposes.

## **II. Procedures for Managing Requests for the Use of OUHC Facilities – Facility Coordinator Responsibilities**

Requests for the use of OUHC Facilities are initiated through the Facilities Use Procedures and form, which each User submits to the Facility Coordinator for each OUHC Facility being requested.

### **A. Granting Permission to Use OUHC Facilities**

Granting permission to User to use an OUHC Facility is the responsibility of the Facility Coordinator (the OUHC employee charged with managing such requests for a particular facility or property location) in consultation with other campus offices as appropriate. The Facility Coordinator is also responsible for complying with these procedures and for obtaining a signed *Facilities Use Agreement* when OUHC Facilities are approved for use.

The University will neither grant nor deny permission for use for any reason that is in violation of constitutional provisions. The University, in compliance with all applicable federal and state laws and regulations, does not discriminate on the basis of race, color, national origin, sex, sexual orientation, marital status, genetic

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<sup>4</sup> OUHC-affiliated groups include but are not limited to the following:

- a) Academic departments, colleges, institutes, centers within OUHC (e.g., College of Dentistry)
- b) Administrative offices working and operating on behalf of OUHC (e.g., Human Resources)
- c) Administrative organizations and academic student organizations within OUHC (e.g., Student Affairs, Student Government)
- d) Non-academic OUHC departments (e.g., OHAI, IMPACT)

information, gender identity/expression (consistent with applicable law), age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services.

## **B. Determining Eligibility to Use OUHC Facilities**

Facility Coordinators must determine each User's eligibility to use OUHC Facilities.

Permission may be granted for events that are not sponsored by the University, but which are not inconsistent with the University's purpose or missions when:

1. The use of the Facility does not conflict or interfere with OUHC programs or functions previously scheduled.
2. The use is appropriate to the nature and purposes of the Facility and the University.
3. The use does not violate any applicable federal, state, or local law or OUHC policy.
4. The use will not place the Facility in unfair competition with private facilities or services elsewhere in the community in violation of applicable law.
5. The use does not place Facilities, participants, or spectators above an acceptable level of risk of harm or disturbance, damage, or injury, as evaluated by the Facility Coordinator, the Deputy Chief of Campus Police or designee, and the OU Health Campus Enterprise Risk Management Office.
6. User pays all applicable fees and complies with these procedures.

## **C. Setting Use Fees and Deposits**

OUHC may charge use fees for costs associated with the use of OUHC Facilities ("facilities use fees"). It is the responsibility of the Facility Coordinator to determine and collect or bill for facilities use fees.

Note: While OUHC may elect not to charge a use fee for the Facility itself, the Facility Coordinator must ensure that any additional costs arising from the event (including utilities and clean-up, service department support, equipment or technical support) are billed to and paid by User.

A deposit may be required at the discretion of the Facility Coordinator. The deposit will be applied to any fees owed and/or toward any damages or assessments that may apply.

The Facility Coordinator will include all fees and costs in the *Facilities Use Agreement*. The Facility Coordinator will invoice for fees and costs and will report all past due amounts to OU Financial Services for collection proceedings if such fees have not been received within forty-five (45) calendar days of invoicing.

## **D. Scheduling and Notice**

The Facility Coordinator will manage scheduling for use of OUHC Facilities.

**Before scheduling any use**, the Facility Coordinator will check with the Office of the Senior Vice President and Provost Office and other offices that may be impacted by the use to confirm that there are no conflicting campus events. The *Facilities Use Agreement* will serve to confirm reservation of the Facility.

Facility Coordinators must provide ***email notification to OUHC Campus Police*** of all events scheduled in OUHC Facilities or on University property. Notice may also be provided to the OUHC Office of Marketing and Communications (405-271-2332) during the planning stages to ensure there are no known scheduling conflicts with other events or activities being planned on campus.

#### **E. Liability Insurance Requirements**

The Facility Coordinator shall obtain from User a copy of either a General Liability Insurance Policy or an Event Liability Insurance Policy - with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, as required in the *Facilities Use Agreement*.

The insurance must name the Board of Regents of the University of Oklahoma as a Certificate Holder on the Certificate of Insurance (COI). The Facility Coordinator will attach the COI to the signed *Facilities Use Agreement*. The Facility Coordinator may contact the Office of Enterprise Risk Management (405-271-3287) if there are questions about the insurance.

Registered Student Organizations (RSOs) may not have liability protection from the State of Oklahoma for the event itself. RSO events that are considered low risk under the RSO Risk Management Guidelines<sup>5</sup> generally do not require event liability insurance or liability waivers; however, they are always recommended. The Facility Coordinator should discuss RSO insurance requirements with the Office of Enterprise Risk Management (405-271-3287).

#### **F. Use of Multiple Facilities, Properties, or University Services**

It is possible that a User will need multiple Facilities for a large event. In such an instance, Facility Coordinators for the various venues should coordinate with one another, with the Office of Enterprise Risk Management, and with the appropriate service departments to ensure these procedures are followed, all contingencies are covered, and no service providers will be left unpaid following the use.

#### **G. OUHSC Police/Security Support**

The User shall schedule and pay costs of police or security support.

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<sup>5</sup> Low Risk Events -Activities in this category present minimal risk of personal injury, illness, property damage, and/or monetary loss, as determined by the Office of Enterprise Risk Management, in consultation with the Office of Legal Counsel and Student Affairs. Examples include meetings, speeches, presentations, film showings, small musical performances (i.e. quartets, pianists). Generally, neither insurance nor liability waivers are required. For further information on Low-Risk Events can be found on the OUHC Student Affairs website <https://students.ouhsc.edu/Campus-Life> .

The requirement for police or security support in conjunction with any use of OUHC Facilities (excluding the Robert M. Bird Library) ***that does not include alcohol*** shall be determined by the Facility Coordinator and Campus Police based on information provided in the *Facilities Use Agreement* and any supplemental information available.

**Robert M. Bird Library** - Campus Police Officers or approved security services must be onsite for *any* event not sponsored by the University that utilizes or accesses any or all of the Robert M. Bird Library building and that occur outside of regular work week hours (Monday - Friday, 8 a.m. to 5 p.m.).

For events that include alcohol, Facility Coordinators should refer to the OUHC [Alcoholic Beverage Service Policy](#).

#### **H. Parking Support**

The Facility Coordinator must coordinate parking support through OUHC Parking and Transportation Services (405-271-2020). User must pay any additional fee for parking services directly to OUHC Parking and Transportation.

#### **I. Facility Support Services**

On occasion, the use of OUHC 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 alteration, and/or other special requests. The Facility Coordinator is responsible for coordinating support services with the Department of Facilities Management and for invoicing User for all charges for these support services.

The Facility Coordinator shall advise User that they are required to tie off bags inside trash receptacles for Custodial Services to dispose of following the event.

#### **J. Equipment Support**

The Facility Coordinator may grant permission for use of standard room equipment owned or operated by OUHC (excluding research, medical, or laboratory equipment, which requires permission of the Director/Chair over the applicable area or the Associate Vice President for Research Resources (405-271-2090). For research, medical, or laboratory facilities or equipment, the Facility Coordinator must also seek approval of the Office of Export Controls (405-325-5052).

#### **K. Technical Support**

The Facility Coordinator must coordinate requests for use of OUHC personnel as technical support with the support provider's supervisor. When such use is permitted, the Facility Coordinator will include costs for the support personnel in the *Facilities Use Agreement*, and User shall reimburse OUHC for all costs arising from the use of technical support.

## **L. Event Times**

Normal scheduled times for events are 7:00 a.m. to 10:00 p.m., unless otherwise approved by the Facility Coordinator and Campus Police. OUHC expressly reserves the right, through the Facility Coordinator, Campus Police, or University Administration, to require that any event end at an earlier time than scheduled, given considerations of safety, crowd control, weather, noise, potential disruption of favorable community relationships, or other reasons deemed necessary.

## **M. Food/Drink/Alcohol**

The Facility Coordinator may grant permission, documented in the *Facilities Use Agreement*, for the distribution and consumption of food or non-alcoholic drinks in OUHC Facilities. If permission is granted, the Facility Coordinator shall require User to obtain a temporary food permit if required by the State Health Department and Oklahoma City codes.

The serving of alcoholic beverages is governed by the OU Health Campus' [Alcoholic Beverage Service Policy](#).

## **N. Fire Prevention and Safety, Hazardous Materials**

The Facility Coordinator must address fire prevention and safety concerns prior to and during the use of OUHC Facilities. The Facility Coordinator should consult with the OUHC Office of Building Code Compliance and Fire Protection Services, (405-271-5522 ext. 5), on fire and life safety codes, as needed.<sup>6</sup>

Facility Coordinators are advised that Environmental Health & Safety (405-271-3000) must approve in advance of any activities involving the use or storage of hazardous chemicals or other possible environmental hazards.

## **O. Outdoor Properties**

Reservation of outdoor properties (parks, patios, walkways) does not include access to restroom facilities, drinking fountains, lighting, or telephones. The Facility Coordinator should advise User to plan for these contingencies. The Facility Coordinator will not leave adjacent buildings unlocked for these events.

## **P. Solicitations**

Unsolicited sales door-to-door, office-to-office, or in open areas by commercial groups or individuals for commercial or financial gain are not allowed in OUHC Facilities unless the Facility Coordinator has provided advance written permission, following discussion with University Legal Counsel (405-271-2033).

## **Q. Use of University Names and Marks**

The Facility Coordinator shall not approve a User's use of the University's or

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<sup>6</sup> 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.

OUHC's name, other than as a physical address, or its logos or marks. Promotional use of the University or OUHC name and identifying marks must be approved by the Coordinator of Trademark Licensing (405-325-8547).

#### **R. Inspection of Site**

Unannounced inspection of the OUHC Facility may be made at any time during the use at the discretion of the Facility Coordinator, OUHC Office of Building Code Compliance and Fire Protection Services, Campus Police Department, and/or University Administration.

#### **S. Event Inspection** – The Facility Coordinator (or his/her designee) will make an initial inspection prior to the event to establish the condition and cleanliness of the OUHC Facility. Prior to securing the Facility following the event's termination, the Facility Coordinator (or his/her designee) will fully inspect the OUHC Facility to determine its cleanliness and/or any possible damage. This inspection will include checking any unlocked rooms and areas accessible to User and their guests, such as restrooms, offices, and closets. User may elect to accompany the Facility Coordinator on the inspections, which will not be delayed for User convenience.

If User and Facility Coordinator agree, clean-up operations and/or the final inspection may be postponed to occur during regular business hours of the next University business day following the event. If User agrees to postpone the final site inspection, User agrees that any damage to OUHC property found at the time of inspection shall be deemed to have been caused by User or User's guests.

Facility Coordinator will report any damage found during the post-event inspection to Campus Police and the Office of Enterprise Risk Management. Facility Coordinator will invoice User for costs arising from the repair or replacement because of these damages, as well as for any costs for custodial, hauling, or maintenance services required to bring the site back to its original state of cleanliness and repair. OUHC will repair any damage at User's and/or User's insurance carrier's expense.

#### **T. Facilities Use Agreement**

The Facility Coordinator shall not agree to the use of OUHC Facilities unless the terms and conditions in these procedures have been met. The Facility Coordinator will keep a copy of the signed *Facilities Use Agreement* on file in the Facility Coordinator's office for a period of three (3) years following the event.

Certain requirements must be a part of every written contract for the use of OUHC Facilities. Facility Coordinators may use the Facilities Use Agreement form or request an agreement tailored to meet specific needs from the Office of Legal Counsel. Changes to the *Facilities Use Agreement* or forms require approval by the Office of Legal Counsel.

The *Facilities Use Agreement* and forms must be signed by an authorized representative of OUHC approved by the Board of Regents.

### **III. Questions About the Procedures**

Questions about these procedures may be directed to the Office of Enterprise Risk Management (405-271-3287) or OUHC Administration and Finance (405-271-2399).

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