

MOUNT SAINT MARY'S UNIVERSITY EVENT RENTALS POLICIES AND PROCEDURES

POLICY OUTLINE:

Policy purpose

- Provide guidance in the planning, organizing and delivering of events at Mount Saint Mary's University.
- Maintain a culture of community, respect and safety with event planning and execution.
- Ensure that events delivered are of a consistently high quality and standard, minimizing risks and maximizing event success.

Applicability

This policy applies to all individuals and ("RENTER (S)") requesting to use any property owned, leased or operated by the University.

Policy statement

This Policy is intended to set forth the processes, procedures, and requirements for the use of University facilities and to facilitate the efficient, safe, and orderly use of such facilities and grounds, consistent with the University's educational mission. As a private university, Mount Saint Mary's can and does impose conditions for the use of all University facilities. Permission to use a University facility does not imply endorsement, sponsorship or support by the University of the views, opinions, programs or activities of the speakers, presenters or organizers.

General policy

Mount Saint Mary's hosts special events consistent with its mission to serve its various constituencies. When special events take place on the campus, the University will work to maintain the quality of programs and events and seek to minimize negative traffic and noise impacts on the surrounding neighborhood.

The land and buildings of Mount Saint Mary's are private property, and the University reserves the right to control access to its campus and the use of its space and facilities. Federal and state statutes relating to private property and the rights of individuals will apply. Hosts using our event spaces and their guests must comply with all University policies and regulations.

Exceptions to these policies include:

- Exceptions made at the discretion of the President's Office and/or the University and External Events team.
- Exceptions to allow the University to respond to special circumstances, which cannot be predicted in advance, as they may arise.

- Exceptions shall not relieve or reduce the University's commitment to implement its Event Management Policies objective to avoid or mitigate impacts on the surrounding neighborhood, nor shall any exception be made that would cause the University to violate approval conditions imposed by the City of Los Angeles.

COVID-19:

There remains a significant element of risk of COVID-19 transmission when any group of people gathers. Event organizers are responsible for reviewing and understanding the risks reflected in the local, state, and federal alerts and guidelines, and assumes all risks, known and unknown, arising from the use and occupancy of MSMU facilities, including risks from COVID-19. MSMU shall not be responsible for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from the event use and occupancy of its Facilities.

Event organizers, participants, vendors and anyone associated with the event follow all protocols established by MSMU with respect to use of its Facilities and are solely responsible for understanding and complying with applicable laws and public health orders and guidance, with respect to use of the facilities. Visit MSMU's [COVID-19 resource page](#) for additional information.

MSMU shall not be liable for any loss or damage to, interference with, or suspension of the event for any reason due to the coronavirus and/or COVID-19 or any other illness/pandemic or governmental orders or regulations (collectively, "Covid"). ("RENTER (S)") agrees to indemnify, defend and hold MSMU harmless from and against any and all claims, actions, costs, expenses, losses, liabilities, damages, penalties and demands whatsoever (together with reasonable outside attorney fees and costs) arising out of, concerning or affecting the event or the business conducted under any facility rental, in connection with or resulting from Covid. ("RENTER (S)") is solely responsible for designating a COVID-19 compliance officer for your event and complying with current COVID-19 protocols from local and federal government agencies.

Event or rental reservations may be cancelled by MSMU without advance notice in order to comply with public health guidelines and restrictions. Any remaining ("RENTER (S)") deposit, net of any actual costs incurred, may be applied to a future rental or refunded upon request.

GENERAL UNIVERSITY FACILITY AND GROUNDS USE POLICY

Use of facilities

("RENTER (S)") shall not make any alterations to the Facilities, any fixtures, building systems, or equipment. At the end of the Event, the Facilities shall be left in a clean, safe condition. The ("RENTER (S)") shall remove from the Facilities all property and materials belonging to the ("RENTER (S)"). If ("RENTER (S)") damages the Facilities, MSMU shall have the option of either (i) requiring ("RENTER (S)"), at ("RENTER (S)") own expense and risk, to restore the Facilities to the condition existing prior to the Event, or (ii) itself making the repairs and restorations to the

Facilities. MSMU shall have sole and complete discretion in deciding which option to exercise. If MSMU decides to itself make the repairs and restorations to the Facilities, the costs for same shall be borne solely by ("RENTER (S)"). ("RENTER (S)") shall reimburse MSMU for any repairs or restoration necessary to repair damages to the Facilities caused by ("RENTER (S)") or the attendees of the Event no later than ten (10) business days after MSMU presents ("RENTER (S)") with a written statement or invoice reflecting the nature and costs of repairs. This reimbursement provision shall not be deemed to limit MSMU's right to indemnification as set forth below but shall be an additional remedy for ("RENTER (S)") creating conditions requiring repairs and restorations.

("RENTER (S)") shall exercise care in the use of the Facilities and adjacent Campus areas and shall comply with guidelines to reduce excessive wear or damage. ("RENTER (S)") agrees to keep the Facilities and adjacent areas on the Campus in a clean and orderly condition and to remove all waste material at the conclusion of the Event, unless MSMU agrees, in writing, to be responsible for cleanup, removal of waste or recycling.

Enforcement of University policies/procedures

Mount Saint Mary's University's Campus Security officials have the authority to deny/restrict entry to the campus or remove individuals found to be in violation of any of the above access or conduct guidelines. Furthermore, Campus Security officials are empowered to report safety violations to Facilities Management and take immediate corrective action should the observed safety violation place the MSMU community at risk. Non-compliance with any reasonable Campus Security officials request may be grounds for removal from MSMU property.

Damaged, lost or stolen property

The ("RENTER (S)") assumes liability for any lost, stolen or damaged property during their hosted event.

Non-discrimination

External ("RENTER (S)") using University Facilities for any Event shall not discriminate on the basis of race, color, religion, national or ethnic origin, sex, gender identity, gender expression, sexual orientation, age, disability, veteran's status or genetic information.

Fees and costs

External ("RENTER (S)") are assessed a facility usage fee, for access and use of Mount Saint Mary's University space(s). The Office of the President must approve all exceptions to the facility fee.

Labor and rentals

- ("RENTER (S)") are responsible for all expenses for labor and equipment.
- All external ("RENTER (S)") are required to pay a facility usage fee in advance of their event.

- If any damage or loss occurs to the equipment during use, the (“RENTER (S)”) will be charged the repair or replacement cost of the equipment.

Vendor code of conduct

All vendors are expected to adhere to the following code of conduct when delivering material to or performing services at Mount Saint Mary’s University:

- Obey California traffic laws and adhere to posted speed limits on campus roads. Vendor trucks cannot deliver to Chalon Campus earlier than 8 am and no later than 10 pm.
- Refrain from playing loud music.
- Refrain from using derogatory or profane language.
- Refrain from unnecessary contact with students.
- No smoking allowed on campus.
- Use of safety equipment when handling material or performing tasks is required.
- Maintain the work area in an organized manner and clean up after tasks are completed.

Vendor access to MSMU Chalon Campus

Please respect our neighbors by:

TRAVELING THE LOOP

This circular route has been established in order to divide University traffic between the two streets that connect to campus and minimize the impact of traffic on the local neighborhood.

- Turn RIGHT from Bundy to Norman Place to enter the campus.
- When exiting the University, turn RIGHT onto Chalon Road
- Be alert for pedestrians in the neighborhood
- Observe all posted speed limits, come to a complete stop at all stop signs, and do not tailgate the cars in front of you
- Turn down your car sound systems and reduce noise levels when driving through the neighborhood

Violators are subject to citation via University policy.

Publicity and decorations

Scattering rice, birdseed, confetti, glitter, Mylar sprinkles, or other items is not permitted inside or outside University facilities, except by permission from MSMU's University and External Events or appropriate space administrator. Housekeeping charges will be applied for cleanup if this policy is violated.

Due to high fire danger, the possession or presence of candles is not permitted during clubs and organizations sponsored events both on and off campus. All decorations must be free standing and self-contained or affixed to walls using blue tape. The use of nails, tacks, screws or other sharp objects for securing materials to walls, lighting fixtures or ceilings is prohibited.

Furniture inside University facilities is to remain indoors and not be used for outdoor events. Furniture included in a facility's inventory is not to be moved to another University facility without approval of the Facilities Management or designate. If any damage or loss occurs to the equipment during use, the ("RENTER (S)") will be charged the repair or replacement cost of the equipment.

Emergency devices

Tampering with, damage of or intentional misuse of emergency fire/life safety devices or blocking of fire exits or other means of impeding traffic is prohibited. Should there be any damage, the attendee/s and/or event coordinator/s in charge of the event will be held responsible for the cost to repair and/or replace devices. Use of fire escapes, ground level fire doors, fire hoses and extinguishers, and alarm equipment in non-emergency situations is prohibited. Failure to comply with fire drill procedures or emergency building evacuation is prohibited.

Smoking

MSMU strives to be a smoke-free campus. Smoking, including smoking e-cigarettes, is prohibited throughout all of the University's Facilities, except in designated outdoor locations. All employees, vendors and visitors must adhere to this policy. There is only one designated space on each campus. Marijuana is not allowed, since we receive federal funding, and it is still illegal under federal law. Anyone found smoking in a non-approved area might be subject to removal from campus.

Alcohol

The University expects all ("RENTER (S)") to remain responsible and sober at all times. Vendors may not possess, consume, sell, attempt to sell, distribute or be under the influence of alcohol while on the job, on University premises or when representing the University off-site.

Medicinal or recreational marijuana

Medicinal and recreational marijuana use is not authorized by federal law and using or being under its influence while on the job, on University premises or when representing the University off-site constitutes a violation of the University's Drug-Free Workplace policy. The University is

not obligated to accommodate individuals by making exceptions to our Drug-Free Workplace policy for medical or recreational marijuana use.

Behavior and conduct

External ("RENTER (S)") are expected to uphold the Mount Saint Mary's University standards during an event. Any witnessed or reported misconduct will be referred to Campus Security.

CATERING AND DINING SERVICES:

General food and beverage:

- Bon Appetit is the preferred vendor for all catering needs for events hosted at Mount Saint Mary's.
- All external entities may use catering services other than Bon Appetit but a service fee will apply.
- Food and beverage may be prohibited in some event spaces, including but not limited to the art gallery, studios and labs.
- Bon Appetit has the right of refusal in the event that the location is inaccessible for the catering team and their equipment (e.g., no elevator, ramp, etc.).
- Food, beverage and linen needs should be made directly with the catering team at least seven (7) business days in advance.
- Final food needs and head count should be confirmed between four (4) and seven (7) business days before the event.
- The event host is responsible for notifying the catering team of a change of meeting, location and/or time at least three (3) business days before the event.

Exceptions to the Catering and Dining Service policy:

- Approved vendors must provide Commercial General Liability insurance.
- In the event that consent is not given, or an approved vendor fails to provide coverage, the host may be subject to fines or additional fees.

Rentals where alcohol is being served:

- ("RENTER (S)") are required to purchase and deliver their alcohol to University prior to the start of the event.
- ("RENTER (S)") are not permitted to serve their own alcohol but must use a licensed vendor.
- ("RENTER (S)") are responsible for the removal of their alcohol at the conclusion of their event.
- University and External Events must be notified seven (7) business days in advance regarding the distribution of alcohol at event.
- ("RENTER (S)") are solely responsible for ensuring all laws and regulations are adhered to regarding the responsible service and consumption of alcohol and must provide appropriate insurance in accordance with University requirements.

- Additional security may be required at the direction of the director of Campus Security.

MEDIA SERVICES:

- Media Services is responsible for providing technical audio/visual (AV) support.
- External events requiring Media Services support or equipment are responsible for all costs.
- If items are requested that the University does not own, the ("RENTER (S)") is responsible for ordering from a rental company at the expense of the ("RENTER (S)").
- Requests that exceed in-house labor capabilities may incur outsourcing fees.
- Media Services reserves the right to deny a request based on the availability of resources.

FACILITIES MANAGEMENT:

- Facilities Management is responsible for setup and breakdown of events on campus, as well as providing specialized equipment (electrical, tables, stages, etc.).
- Events with special setups and/or breakdowns on weekdays after 4 pm or on weekends may be subject to overtime labor charges for setup and breakdown.
- If items are requested that the University does not own, ("RENTER (S)") will be responsible for ordering from a rental company at the expense of the ("RENTER (S)").
- Furniture and event equipment inventory are not to be removed from University property, moved outdoors or relocated to other University facilities, without the express consent of Facilities Management.

HOUSEKEEPING:

- Housekeeping is responsible for coordinating housekeeping service before, during and after events.
- Events requiring additional housekeeping support outside of normally contracted hours and duties may be subject to overtime labor charges (minimum 4 hours).
- All external events will pay a fee for MSMU housekeeping services.

PARKING AND TRANSPORTATION:

- If University transportation is required, requests should be made 14 business days in advance to schedule drivers and reserve buses and/or vans.
- Requests for transportation should be submitted to the Office of Transportation and Parking.
- If transportation services are cancelled less than two (2) hours prior to event, the ("RENTER (S)") will be billed for four (4) hours driver time.

Campus security and parking

- Campus Security is responsible for maintaining a safe environment for the campus community. Officers assist in event management particularly when it involves parking and security issues.
- Due to the size and nature of certain Events, concerns relating to the health and safety of our community and the security of the University property may arise. To address these concerns, the director of Campus Security will review all events with outside guests to determine if additional offers are needed. External (“RENTER (S)”) must pay all costs associated with the provision of these services.

INSURANCE LIABILITY AND COVERAGE:

External (“RENTER (S)”) renting Mount Saint Mary’s University’s premises or who have been granted use of approved spaces at a nominal fee, or on a no-charge basis, must provide insurance for itself and all of its participants in the Event. Along with the certificate of insurance (COI), the (“RENTER (S)”) must send the endorsement for the following:

Commercial general liability

(bodily injury and property damage, combined single limit)

- \$3,000,000 Annual Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Per Occurrence Limit
- \$1,000,000 Personal Injury and Advertising Limit
- \$5,000 Medical Expense Limit

Liquor liability

If (“RENTER (S)”) will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If (“RENTER (S)”) is using a caterer or other vendor to supply alcohol that vendor must have and provide evidence of liquor liability coverage. If (“RENTER (S)”) intends to sell alcohol either the (“RENTER (S)”) or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Automobile

- \$1,000,000 Bodily Injury and Property Damage, combined single limit

Workers’ compensation

Coverage (A) Workers Compensation — Statutory

Coverage (B) Employer's Liability:

- by Accident - \$100,000 per accident
- by Disease - \$500,000 policy limit
- by Disease - \$100,000 each Employee

Sexual abuse and molestation coverage

("RENTER (S)") must provide a minimum of \$1,000,000 of sexual abuse/molestation insurance coverage per occurrence, for itself and all of its participants if the Facilities Rental or Event includes minors.

("RENTER (S)") must provide MSMU a Certificate of Insurance evidencing the above insurance requirements and naming MSMU, its directors, officers and employees as additional insureds. ("RENTER (S)") must also send the endorsement with the certificate of insurance. Each insurance policy must be written with an insurance company having an A.M. Best rating of A- or higher. Each policy must provide a minimum of 30 business days' notice of cancellation to the University. The Certificate of Insurance must show all deductibles applicable.

The ("RENTER (S)") shall provide the Office of University and External Events with a certificate of said insurance along with the endorsement no less than sixty (60) business days before the Event date.

MSMU may in its sole discretion, decide not to approve or accept ("RENTER (S)") insurance coverage in which event this Agreement shall be automatically and immediately void and ("RENTER (S)") shall have no right to use the Facilities. Failure to provide the required Certificate of Insurance may, at MSMU's discretion, result in the termination of this lease on written notice and the forfeiture of the non-refundable deposit.

MINORS (UNDER 18):

- The ("RENTER (S)") must have a Minor Policy and Procedure waiver that they require parents or legal guardians to review and sign.
- All children 12 years of age must have a chaperone with them at all times.
- Every minor, unaccompanied by a parent or legal guardian, must have a medical release for hospital treatment by a physician, signed by one or both of the child's parents/guardians, to allow for treatment should accident or injury occur. The University should have access to these medical releases upon request from the ("RENTER (S)").
- The ("RENTER (S)") is responsible for providing supervision of all participants for the duration of the event.
- The ("RENTER (S)") should provide a supervision ratio of not less than one (1) staff member to ten (10) minor participants for activities and dining.
- The ("RENTER (S)") should provide a supervision ratio of one (1) staff member for every twenty (20) minor participants for overnight lodging, including a minimum of one (1) staff member is required on each wing on each floor of each residence hall ("RENTER (S)") utilizes.
- The ("RENTER (S)") assumes all responsibility for verifying its staff (paid employees and/or volunteers) have proof of the mandated clearances, which include:
 - California State Police Criminal History Record information

- Child Abuse History to determine if the person is named as a perpetrator of an indicated or founded child abuse report
- Federal Criminal History Background Check (FBI check with submission of fingerprints)