FACILITIES USE POLICIES

The primary purpose of Missouri Southern State University’s facilities is to help provide for the higher educational needs of Missouri residents. Proper care, efficient scheduling and use of these facilities is a reasonable expectation on the part of those responsible for approving funding the University’s operation. The University's facilities include all parts of buildings, buildings, or other facilities such as offices where use does not interfere with the primary purpose for which it was constructed. The following priority system is considered in determining assignments for use:

**Priority I.** Direct and related activities of the University’s academic/intercollegiate athletics programs.

**Priority II.** Use of University facilities by outside organizations, but permission will not be granted for use by any individual, group or organization for private profit.

**Priority III.** Use of University facilities by outside organizations, but permission will not be granted for use by any individual, group or organization for private profit.

**Regulations for Use:**

1. All individuals, groups or organizations arranging for and using University facilities (“Permittee(s)” shall abide by all Federal, State and local laws and the University’s regulations.
2. Safety and the protection of University property is to be stressed at all times.
3. A common courtesy shall be followed by those in charge and all in attendance.
4. The serving, sale, use or possession of any alcoholic beverage is strictly prohibited on all University property, except where prior University approval is given in writing by an authorized officer of the University, subject in all cases to applicable laws and to compliance with University policy and with terms and conditions of the Request to Serve Alcoholic Beverages on MSSU Campus application submitted to University in request of such approval.
5. Participants shall have a written agreement for each facility/house rule plan pre-approved. This includes a separate use of ground policies. Copies of such rules will be furnished to the user with notification of permission for requested use.
6. No University equipment or furnishings shall be removed from or moved within the facility, except with prior written permission from the Director of Physical Plant or his representative.
7. Persons, groups or organizations to whom or which permission is granted for the use of any University facility shall be jointly and severally liable for damage to the facility or to any University property therein occurring during the period of such use. Permittee agrees to indemnify, hold harmless and defend University against any and all losses, damages, costs, and expenses including reasonable defense costs, arising from any and all claims for personal injury, death, property damage or expense whatever way or relating to this agreement.
8. It is expressly understood and agreed that before the Permittee uses University facilities, Permittee shall subscribe for, and shall maintain in all its purchases insurance coverage's of:
   - Workman’s Compensation and Occupational Disease Insurance in accordance with statutory requirements of the State in which the services are to be performed.
   - Employers Liability Insurance with minimum limits as follows:
     - Each accident $1,000,000
     - Disease – each employee $1,000,000
     - Disease – policy limit $1,000,000
9. **Commercial General Liability Insurance – (occurrence form),** that covers all of Permittee’s obligations to University and claims for bodily injury, death, and property damage which may occur while using University facility, shall be insured for a minimum of $1,000,000 per occurrence. The liability limit shall be insured against herein. The policy shall provide minimum limits of $1,000,000 per occurrence/$1,000,000 aggregate combined single limit.
10. **Automobile Public Liability and Property Damage Insurance with a combined single limit for bodily injury and property damage in the amounts set out in subparagraph B above.
    - University shall be named as an additional insured on the Commercial General Liability and Automobile policies;
    - The Workers Compensation, General Liability and Automobile Liability policies will each include a waiver of subrogation in favor of University;
    - Permittee shall furnish certificates of insurance satisfactory to the Director of Physical Plant/Risk Manager at University evidencing the above;
    - Permittee hereby releases and relieves the University, and waives its entire right to recover damages against the University, for the peril(s) required to be insured against herein.
11. In the event any participant in any activity to be carried on in any University facility, the use of which is granted under this policy, appears either before or during a performance to be noticeably under the influence of intoxicating liquor or drugs, or in the event any participant during a performance uses abusive or obscene language or obscene gestures or movements, representatives of the University may forthwith cancel or stop the performance and terminate the permission granted to use the facility. All deposits made by the applicant shall be forfeited, and the University shall have no liability of any kind to the applicant.
12. All applications for the use of any University facility shall be made through the individual responsible for scheduling the facility. No request will be considered for a use which is to take place more than 120 days from the date the request is received.
13. All applications shall contain the name of the individual, group or organization requesting the use, the type of activity proposed, dates and times desired, the estimated attendance, and the estimated charges. This is exclusive of any charges arising in any way from or relating to this agreement.
14. All applicants will be given written notice of action on their requests. If a request is granted, the application will be approved by the appropriate University Vice President or Director of Physical Plant. Applicant’s signature on application shall be conclusive evidence that permittee(s) is/are using the facility subject to the rules and regulations herein set out.
15. Charges for use by Priority groups described above:
   - a. **Priority I** users will not be charged except that such individuals or departments may be required to pay for extraordinary costs such as for special insurance, overtime, abnormal wear or damages, or excessive use of supplies.
   - b. **Priority II** users may be required to pay the costs described in 13a plus 60% of the current operational cost rates in effect for the facility. Rates are to be available in writing and are to include such costs as utilities, insurance, cleaning supplies, custodial, technical, security, managerial, or other labor, maintenance, and depreciation allowed to carry out the function in a satisfactory manner.
   - c. **Priority III** users may be charged for such costs as described in 13a plus the full current operational cost rates described in 13b.
16. University personnel shall be used for the preparation of the facility and for the cleanup thereafter. Payments for the personnel shall be made through the University only.
17. a. A cash deposit or security for the costs described in 13 may be required with the request for facilities use. In the case of late (less than 24-hours notice) cancellations, the user may be charged for the costs incurred, for set-ups or other costs resulting from the cancellation.
18. The facilities use form will contain an estimate of the costs to be incurred in the use of any facility, said estimate shall include a breakdown of various types of expenses as described in paragraph 7 above.
19. The Vice President for Business Affairs or a designated representative may, with the approval of the University President, waive all or part of the foregoing charges, in appropriate circumstances.
20. If an off-campus speaker or program requires financial assistance, the business officer of the University shall negotiate and sign the contract with the exception of CAB sponsored activities. The finance officer will not honor requests for payments of an honorarium and/or expenses incurred without prior written authorization. Any exceptions must be authorized by the President of the University.
21. **PUNITIVE DAMAGES.**
   - a. The University’s license agreement with ASCAP does not cover any musical attractions which are being co-sponsored by the University and any liability assumed by the University to the members of the group may result in loss of funds for such performance. The University is not available for exploitation. The University is not available for exploitation.
   - b. The ultimate authority in the approval and disapproval of the aforementioned programs is the President of the University.
22. Missouri Southern State University has no liability whatsoever for incidental, consequential or punitive damages.

Return all copies of this signed form with check for deposit to: Missouri Southern State University, 3950 East Newman Road, Joplin, MO 64801-1595
Cashier – Business Office