



# The UNIVERSITIES *at Shady Grove*

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## **The Universities at Shady Grove**

Events and Conference Services (CES)

Policy, Procedure Manual and  
Resource Guide for  
External Events



# The UNIVERSITIES *at Shady Grove*

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## **SECTION I: INTRODUCTION**

### **A) PURPOSE**

This document pertains to the scheduling of space for uses other than academic purposes. Academic scheduling is managed by the Office of Records and Registration. Requests for student meetings and events must be approved and submitted by the Director of Student Activities.

### **B) OFFICE OF CONFERENCE AND EVENT SERVICES**

The Office of Conference and Event Services (CES) is responsible for approving and scheduling events, and coordinating with Facilities Management to provide equipment and furnishings for events on the Universities at Shady Grove (“University”) campus. CES also markets the Universities spaces for external use. CES works closely with several University departments and partners to complete its mission and ensure the policies and procedures are followed.

This document represents the establishment of a coherent and comprehensive body of policy designed to facilitate the mission of the *Conference and Event Services (CES)* and its role at The Universities at Shady Grove. The mission of CES and is embodied in these goals:

1. Centralize the process for scheduling various spaces throughout the campus by receiving requests and information from all campus and non-campus departments and organizations.
2. Minimize scheduling conflicts throughout the campus community.
3. Maintain and enforce consistent scheduling policies, priorities and procedures.
4. Maintain and enforce contracts for rental spaces.
5. Increase the degree of campus-wide communication relative to scheduling.
6. Increase the degree of campus awareness with regard to campus events.
7. Increase the use of campus spaces, thus providing additional revenue to the University.
8. Provide efficient and timely information to coordinate campus events.
9. Aid in the coordination of academic and non-academic scheduling priorities.

Although the role of the CES staff may vary from event to event, the following is meant to serve as a general set of guidelines:

1. Event Coordinators act as space use scheduler. This includes ensuring that the scheduling of space and services does not conflict with other events on campus.
2. Event Coordinators are responsible for keeping an up-to-date, public master calendar of programs and events scheduled for the space.
3. Event Coordinators shall act as facilitators in the event of scheduling conflicts
4. The policies and procedures contained in this manual are designed to provide operational guidance to Event Coordinators and University community. It is the Event Coordinator’s responsibility to enforce these policies and report misuse of

spaces through the proper channels. Event Coordinators facilitate the set-up and tear-down of necessary equipment and furnishings.

5. Event Coordinators shall assist in organizing security, housekeeping, parking services, audio/visual needs, catering, and other essential support services.
6. CES Staff meets with campus partners on a weekly basis to discuss operation and execution of upcoming events. These campus partners include, but are not limited to: Housekeeping, Parking and Transportation Services, Catering & Audio Visual Services. Campus partners offer advice, guidance and assistance in identifying needs, provide notification of potential conflicts, for space use requests to the management team of CES.

## **SECTION II: GENERAL POLICIES AND PROCEDURES**

### **A) EXTERNAL EVENTS**

CES categorizes external events as a non-university organization hosting an event in campus function space for any other purpose not listed above. These events must be organized through CES.

#### **Points of clarification for determining category of event:**

- If being paid for by means other than USG Department Codes and Accounts, an event cannot be considered a University Event. Depending on other factors, it is either an **Affiliated Event** or an **External Event**.

### **B) REQUESTING USE OF UNIVERSITY SPACES**

#### **a. AFFILIATED and EXTERNAL EVENTS**

The process for requesting space for Affiliated Events and External Events is the same.

- 1) Complete a Event Request Form from the main CES Website or communicate directly with the CES office
- 2) CES will respond within two business days. A response will be one of the following:
  - a. Denial of use, based on either content of proposed event or space limitations
  - b. Further questions to help understand proposed event
  - c. A reservation hold and Event Cost Estimate, followed by a contract offer if required. A sample contract can be found in the Appendix of this document.

### **C) APPROVAL/DENIAL OF REQUESTS FOR USE OF UNIVERSITY SPACES**

Generally, CES will authorize requests for use of University spaces based on factors including, but not limited to:

- 1) Availability of space
- 2) Date request is received
- 3) Appropriateness and general feasibility of space for use specified
- 4) Potential conflict with other activities
- 5) Fulfillment of necessary requirements, including but not limited to payment of fees, proof of insurance, existence of use agreements, etc.
- 6) Availability of requested items and equipment (chairs, table, audio-visual, etc.)
- 7) Availability of staff to set-up, break down or work at the event

Note: All University spaces are subject to the Bylaws, Policies and Procedures of the University System of Maryland, the laws of the State of Maryland and rules and regulations issued pursuant thereto. Any use of such spaces in violation of such laws, rules, and regulations may subject an offending party to civil and/or criminal liability. Further, any person who enters into a contract on behalf of the State of Maryland or The Universities at Shady Grove for use of spaces, without specific contractual authority therefore, could be held personally liable for such contract. Notwithstanding these guidelines for use of spaces, the governing authorities of the University reserve the right to deny use of any space for any reason deemed necessary to comply with applicable law or otherwise to promote or protect the University.

### **D) RESPONSIBILITIES OF THE SPACE USER**

The Space User shall:

1. Follow all provisions of the Universities at Shady Grove Campus Space Usage Manual. Failure to comply with provisions may jeopardize future privileges. When a signed contract is involved, adhere to all points in the contract.
2. Terminate activities on premises at or before the time indicated on the Facility Request Reservation form and use only the space reserved. A Space User is permitted access of the premise only during the hours specified and approved on the facilities reservation form. CES is not responsible for items left after the event.
3. Receive authorization from CES prior to bringing external vendors on campus.
4. Identify an individual to serve as the space user who will be present at the activity conducted on the premises and will assume responsibility for adherence to University regulations.
5. Use the space only for the purpose stated during the reservation process and for a purpose that is not unlawful or in violation of federal, state, municipal ordinance of law or university policy. CES has the right to terminate any event using the facilities for purposes other than those listed on the Event Request Form/Online Request Form.
6. Notify CES @ (301) 738-6059 of intention to cancel immediately. Events requiring additional personnel must be canceled at least 72-hours prior to the scheduled event.

- In order to avoid being responsible for fees associated with the event, it must be canceled in advance.
7. Agree to adhere that all food and beverage that is needed to be secured for your event be ordered through CES and note that no outside food and beverages vendor is allowed on campus.
  8. Be responsible for the care, repair, and replacement of all University-owned furniture and/or equipment used on the premises. The Space User shall provide financial restitution for damages to equipment and/or property incurred during the activity in the facility by the Space User, its officials, employees, contractors, agents, attendees or representatives.
  9. Adhere to and follow guidelines governing the appropriate occupancy (seating/standing) capacity as posted on campus. A Space Capacity Form can be found in the Appendix of this document for reference.
  10. Follow all guidelines for food and beverage in assigned space.
  11. Refrain from using any décor, and/or lighting techniques which may cause potential fire hazard to the campus, this includes but is not limited to candles, sky lanterns, fireworks, incense, torches and oil lamps.
  12. Refrain from smoking on the university campus, using or possessing illegal drugs and or firearms and explosives.
  13. Not bring animals on campus except authorized service animals.
  14. Follow University policy regarding the displaying and distributing of promotional literature on campus grounds and/or bulletin boards. This action is prohibited unless space has been approved through a written notification from the CES. Only then should the applicant post flyers that have been approved.
  15. If the Space User fails to comply with any of the above, or neglects to exercise appropriate care and control of the event, the cost of any damages or other additional costs incurred, including additional personnel costs, shall be the responsibility of the Space User or, if applicable, the unit or group that the Space User represents.
  16. The Universities at Shady Grove will not tolerate conduct which sexually harasses any member of the University community on University premises or at any other location where there may be assigned or University-sanctioned activities. Your organization is expected to ensure compliance with this policy, or the University will take appropriate action if you fail to do so.
  17. In compliance with fire and safety codes, hallways and stairwells must be free and clear of unauthorized items. An unauthorized item is defined as anything that is not a permanent fixture such as a trash receptacle. Easels, display boards, or other items are not to be stored in hallways and stairwells.
  18. Sound/music is to be kept to a minimum due to surrounding offices and other events that may be occurring. Event cannot, limit, restrict, disrupt or in any way inhibit the normal instructional and noncredit programs or activities of the University
  19. Campus Security should to be contacted immediately at 301-738-6065 in the event an accident or emergency arises. Please Note: Campus Security have the authority to terminate an event if the space user is not in compliance with facility use and procedures

20. Those preparing for or attending events must provide for their own office supply needs (i.e., paper, pens, tape, and scissors, printing, and copying). Should you need office supplies and CES can assist a fee will be charged. USG offers digital printing, copying, postal, and graphic design services in Mail and Print Services located in Building II. You can contact them directly for information, 301-738-6308
21. In order to provide each event with the most effective service possible, all those who receive approval to use campus space will be held accountable for the agreements made between the requestor and CES staff regarding the event. Meetings and events, including meeting or event set-up and breakdown, may only be held during the agreed upon times.

## **E) CANCELLATIONS**

### **a. AFFILIATED AND EXTERNAL EVENTS**

In addition to all policies in place External Users:

1. Follow terms of signed contract. No marketing may take place prior to signed contract.
2. Insurance is required for all external marketing tables represented on campus. Non-university organizations must provide a certificate of insurance as required by the CES Campus Facility Use Policy and Procedure Manual. The University must be named additional insured at a minimum of one million dollars (\$1,000,000) per occurrence. A certificate of insurance must be presented to the Office of Conference and Events at least five (5) business days prior to the use of the marketing table or the reservation will be canceled.
3. Organizations selling merchandise or services must provide a valid copy of a business license issued in the name of the reserving organization.

## **SECTION III: SERVICES**

### **A) ROOM SET-UPS**

Rooms are set up by Facility Management. They can alter, reset, add to, or subtract from furniture and existing set-ups of rooms. However, they should only receive work orders from Conference and Event Services. No space user should be contacting Facilities Management Directly. For complex set-ups, CES Event Coordinators should allow for set-up time and break-down time as needed. Room set-up requests that come within 5 business days are at the approval of CES.

**a. EXTERNAL EVENTS**

External Event room set-ups will be coordinated through the CES Event Coordinator assigned to the event. CES Event Coordinators will act as the liaison between the space user and Facilities Management to ensure set-up of the room meets the standards expected by the space user, and/or outlined in the contract. Room set-up fees will be administered as part of the contracted costs. CES Event Coordinators are expected to use the online reservation system to ensure room availability, and the Room Capacity Chart to ensure the event space is suitable for the event.

**B) AUDIO/VISUAL EQUIPMENT AND TECHNICAL SUPPORT**

Audio Visual equipment is maintained and operated by CES. There are limitations in equipment, staffing, and availability.

**a. EXTERNAL EVENTS**

External Events Audio/Visual requests will be coordinated through the CES Event Coordinator assigned to the event. CES Event Coordinators will act as the liaison between the space user and the Audio/Visual team to ensure that all the needs meet the standards expected by the space user, and/or outlined in the contract. Audio/Visual fees will be administered as part of the contracted costs. Rates and available services can be found in the Appendix of this document for your reference.

**C) HOUSEKEEPING**

The Universities at Shady Grove has a general services contract with a Housekeeping contractor. However, any work considered out of the scope of general coverage is a billable service, which includes event coverage. CES Housekeeping Billable Services will be required in the following situations:

- a. IF the Room set is requested to be changed within 24 hours of the Event date.

If additional housekeeping is not assigned to your event, please continue to be mindful that the campus is our home and resources are limited. Please share in the responsibility of keeping the CES space, furnishings, and equipment in the best condition possible. CES must be notified of needed furnishing repairs and/or damage.



## **D) CATERED FOOD SERVICES**

Please Note: Culinart has an exclusive food service contract with the University to handle all of the University's food service needs. All food service requests on campus should be directed to your CES event coordinator.

### **a. GENERAL CULINART POLICIES**

The following information serves as a summary of some of the campus food service policies.

- 1) In order for you to receive food service the location of your special event needs to be confirmed with CES before catering is delivered and/or set-up.
- 2) We strongly recommend that you make your food service request early. We request that your orders be placed (10) days prior to your scheduled event date in order to provide you with the best quality and service
- 3) Please note all orders received during normal business hours of 9:00 a.m. – 5:00 p.m. Monday through Friday will be processed in 24 hours. Requests received after hours and during scheduled holidays and breaks will not be processed until the next scheduled day of normal business operations

### **b. ALCOHOL POLICY**

Below is a summary of policies and procedures when serving alcohol.

- 1) The purchase, possession, transportation, storage and consumption of alcoholic beverages on the University campus is permitted only by CulinArt employees in accordance with Maryland State and Baltimore City laws/regulations and University policy,
- 2) Possession and consumption of alcoholic beverages by persons who are younger than 21 years of age is prohibited.
- 3) Serving alcoholic beverages to a person less than 21 years of age is prohibited.
- 4) It is unlawful for a person under 21 years of age to falsely represent him or herself to be 21 years of age in order to obtain alcohol.
- 5) Aiding a minor to procure alcohol is prohibited.
- 6) It is prohibited to serve or make alcohol available to anyone who is intoxicated.
- 7) All alcoholic beverages must be served by a CulinArt representative or they are prohibited on campus.
- 8) The serving of alcoholic beverages must comply with all applicable laws and regulations in addition to the University policies.
- 9) Any and all organizations and/or persons serving alcoholic beverages are required to check the ID's of anyone ordering

### **c. FOOD SERVICE DELIVERY**

In an effort to provide your food service at a time that is convenient to your event, we ask that you carefully plan the food service component of your event. Due to food handling health concerns, your food should not be available to your guests for more than two hours. Your food service set-up time should be 30/45 minutes before your function. You must provide a specific and accurate location.

**d. REMOVAL OF FOOD FROM THE PREMISES**

To protect you and your guests from potential food-borne related illnesses, we cannot allow you to remove food from the premises of the serving location. In compliance with proper food handling procedures, all food must be consumed at the function. For additional information regarding this and other practices please contact CulinArt. We encourage you to eat all you can at the function during the two-hour serving period. The use of containers and packaging to remove food from the premises is prohibited. Please plan your function carefully to minimize the ordering of excess food.

**E) OFFICE OF PUBLIC SAFETY**

The Universities at Shady Grove is staffed 24-hours a day by security officers who must hold their Maryland Guard License. All Officers have access to all facilities.

If determined by the University that the proposed activity warrants the presence of security personnel, a representative from the Security Department shall make a recommendation as to the number and function of said personnel and the hours such personnel would be needed. Security personnel will be provided at the Space User's expense. The Space User must agree with the recommendation which may include CES Officers and outside law enforcement agents.

In addition, additional Police Officers/Safety personnel may be requested by Space Users. Space User must agree to all potential charges when requesting additional safety personnel.

**F) PARKING AND TRANSPORTATION SERVICES**

Parking and Transportation Services monitors the use of all the parking lots on campus. If you are anticipating external guests to attend your event, you have the opportunity to cover the parking charges with your CES coordinator. Weekly parking fees are \$2.00 per hour / \$10.00 Maximum per day. Weekend parking fees are \$1.00 per hour / \$5.00 Maximum per day. All ADA laws and parking postings must be observed at all times. Any special request for parking during events should be directed to the Office of Public Safety. Vehicles found parked on the grass, in loading docks and other restricted areas are subject to immediate fines or removal.

**a. EXTERNAL EVENTS**

All external events require parking arrangements. It will be the responsibility of the CES Coordinator working with the space user to provide price quotes and estimates. The Parking office will bill CES directly for all services that external events decide to incur and in turn CES will apply these charges to your final bill.

**SECTION IV: CLOSING**

Conference and Event Services main objectives are to provide on-campus community members with Event Support, and to provide a centralized representative for external space users looking to host events on campus. Please let us know if there are ways we can improve our service. Feel free to contact us at 301-738-6059 or at [sg-ces@umd.edu](mailto:sg-ces@umd.edu)

## **SECTION V: APPENDIX**

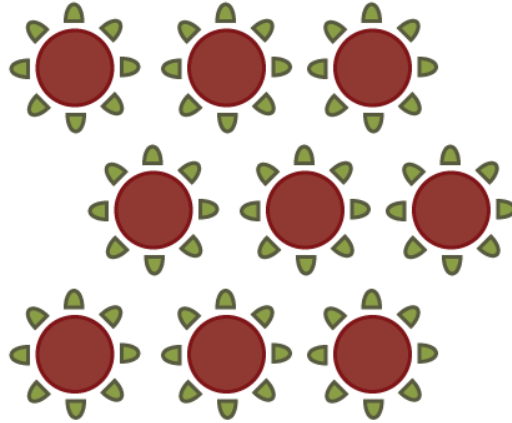
Space Capacity Form:

<b>Meeting and Event Space</b>	<b>Theatre Style</b>	<b>Banquet/Rounds</b>	<b>Hollow Square</b>	<b>Classroom Style</b>	<b>U-Shape</b>	<b>Reception Style</b>	<b>6 Cluster Style</b>	<b>8 Cluster Style</b>
Auditorium	305	--	--	--	--	305	--	--
Ballroom	700-900	350	--	330	--	1000	360	480
Germantown, Bethesda & Gaithersburg	500	275	80	220	58	500	240	320
Germantown, Rockville & Potomac	500	275	80	220	58	500	240	320
Gaithersburg	125	48	26	55	24	125	60	80
Bethesda	125	48	26	55	24	125	60	80
Bethesda & Gaithersburg	250	130	40	110	44	250	120	160
Potomac	125	48	26	55	24	125	60	80
Rockville	125	48	26	55	24	125	60	80
Rockville & Potomac	225	130	40	110	44	225	120	160
Germantown	225	130	40	110	44	125	120	160
Conference/Breakout Room	80	--	28	12-120	24	80	36	48
Olney Room	24	16	12	12	10	24	12	8
Outside Event Space	--	--	--	--	--	500-700	--	--
Poolesville Room	24	16	12	12	10	24	12	8
VTC & Computer Room	--	--	--	--	--	--	--	--

## Universities at Shady Grove- Event and Meeting Space – Floor layouts and Capacity

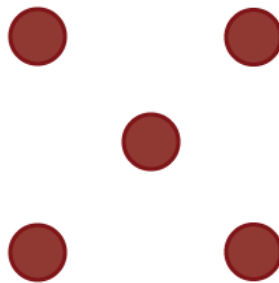
### **Banquet Style**

Looking for the perfect setup for a group dinner or banquet? Banquet style is the most common setup for events serving meals, using 72" round tables with up to 8 chairs around each table.



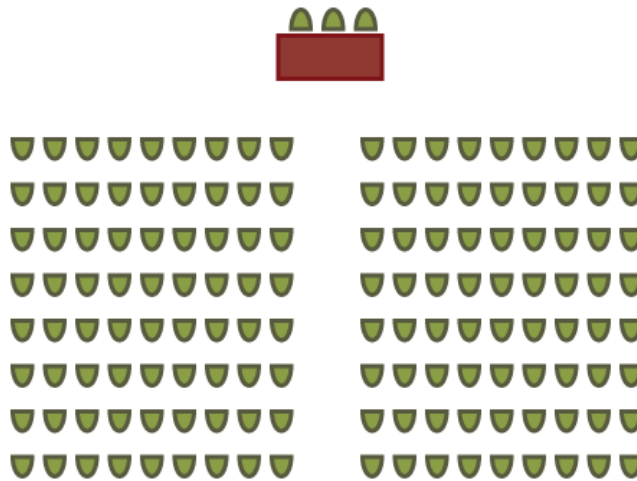
### **Stand-up Reception**

Stand-up receptions are the ideal, flexible setup to allow participants in your event to socialize. This setup uses high-boy tables scattered throughout the room. Please contact your Event Coordinator to discuss renting In-house floor-length linens or outside rental options.



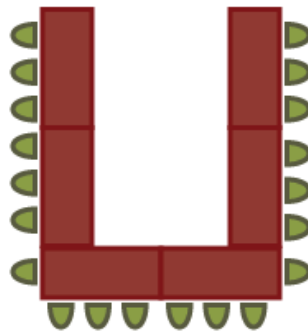
### Theater (Lecture) Style

Theater style is ideal for lectures, presentations, and group meetings of any size. It consists of chairs in rows facing a panel table or podium at the front of the room.



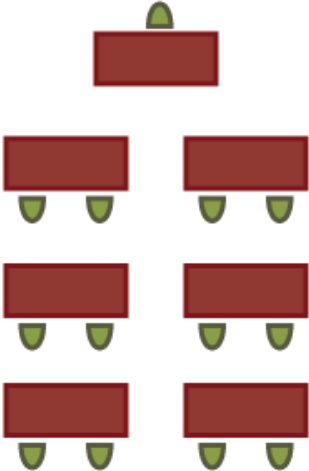
### U-Shape Setup

Similar to conference room style, a U-shape setup will help facilitate discussion with participants facing each other, but with one end up, U-shape setup is ideal for seminars and group meetings with presentations.



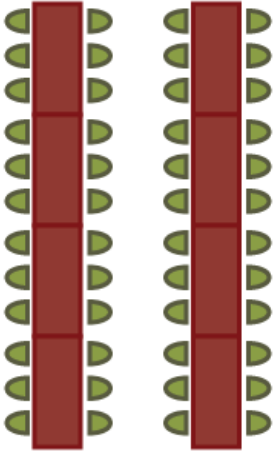
**Classroom Style**

Classroom style is ideal for teaching events, testing, or other meetings where participants will be writing. This setup consists of 6-foot tables with up to 3 chairs facing a panel table or podium at the front.



**Family (Cafeteria) Style**

Family (Cafeteria) style is great for informal large-group events. This setup works great for student groups planning buffet-style meals.



## Rate Sheet

The Universities at Shady Grove offers a competitive room package for each event. Below, please find our private/corporate room rates.

### 2016-2017 Room Rental Rate

Meeting Room / Square Footage	Full Day Rate	Half Day rate <4 hours Between 8-5	Evening rate >7PM - 11PM	Additional Per Hour Rate	Weekend Rate Sat & Sun 8AM - 5PM
Auditorium / 3500 sqft	\$1,200.00	\$850.00	\$970.00	\$125.00	\$1,200.00
Ballroom ( Single Section ) 1,444 – 2,888 sqft (Single Section) 1,444 - 2,888 sqft	\$1,400.00	\$725.00	\$1,400.00	\$100.00	\$1,400.00
Ballroom / 8700 sqft	\$3,500.00	\$1,800.00	\$3,500.00	\$125.00	\$3,700.00
Conference and Breakout Rooms / 840-940 sqft	\$750.00	\$525.00	\$750.00	\$75.00	\$800.00
Olney Boardroom / 350 sqft	\$350.00	\$250.00	\$350.00	\$75.00	\$275.00
Poolesville Boardroom / 380 sqft	\$350.00	\$250.00	\$350.00	\$75.00	\$275.00
VTC & Computer Room / 980 sqft	\$1000.00	\$600.00	\$1000.00	\$75.00	\$1000.00

**Please Note:**

Government and Non-Profit rate discounts does not apply to 'Table Rentals'.

Evening events (starting 7:00 pm or later) will be charged the full rate

Weekend events include Saturday and Sunday bookings.

Day events (full or half day) going beyond 7:00 pm will incur an additional half day room rental charge

Set-up time will be counted for computing total room reservation time

The Universities at Shady Grove is a smoke-free environment

All conference center events must be concluded by 11.00 pm



The UNIVERSITIES  
at Shady Grove

**2016-2017 Room Rental Rate Non-Profit & Government Rate**

The Universities at Shady Grove offers a competitive room package for each event. To qualify, please submit 501c3 documentation. Please note, all room reservations include 1 hour of set up and 1 hour of tear down based on actual event booking.

Meeting Room / Square Footage	Full Day Rate	Half Day rate <4 hours Between 8-5	Evening rate >7PM - 11PM	Additional Per Hour Rate	Weekend Rate Sat & Sun 8AM - 5PM
Auditorium / 3500 sqft	\$960.00	\$680.00	\$780.00	\$100.00	\$960.00
Ballroom ( Single Section ) 1,444 – 2,888 sqft (Single Section) 1,444 - 2,888 sqft	\$1,120.00	\$580.00	\$1,120.00	\$80.00	\$1,120.00
Ballroom / 8700 sqft	\$2,800.00	\$1,575.00	\$2,800.00	\$100.00	\$2,900.00
Conference and Breakout Rooms / 840-940 sqfts	\$600.00	\$420.00	\$600.00	\$60.00	\$640.00
Olney Boardroom / 350 sqft	\$280.00	\$230.00	\$280.00	\$60.00	\$220.00
Poolesville Boardroom /380 sqft	\$280.00	\$200.00	\$280.00	\$60.00	\$220.00
VTC & Computer Room / 980 sqft	\$850.00	\$480.00	\$800.00	\$60.00	\$800.00

**Please Note:**

Government and Non-Profit rate discounts does not apply to 'Table Rentals'.

Evening events (starting 7:00 pm or later) will be charged the full rate

Weekend events include Saturday and Sunday bookings.

Day events (full or half day) going beyond 7:00 pm will incur an additional half day room rental charge

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The Universities at Shady Grove is a smoke-free environment

All conference center events must be concluded by 11.00 pm



Example Contract:

## FACILITIES USE AGREEMENT

This Facilities Use Agreement (the “Agreement”) made on the day and times stamped at the bottom of each page between the University System of Maryland, an agency of the State of Maryland (hereinafter the “University”) and the entity or individual (the “User”) whose name and address are set forth above in the reservation form to which this Agreement is attached (the “Reservation Form”).

**1. License for Use of the Licensed Premises.** For and in consideration of the sum specified on Exhibit A hereto, the University grants and User accepts an exclusive, non-transferable license (“License”) to use (in accordance with the use(s) identified below) the facilities and/or services located within the Universities of Shady Grove (“USG”) as set forth in the Reservation Form (the “Premises”)

All University-owned equipment used located within the Premises and to be used by User shall be deemed a part of the Premises for purposes of this Agreement.

User is licensed to use the Premises for the following period(s) of time that are denoted below the signature line of this contract.

(All activities on the Premises must end promptly at the time stated, and all the Premises immediately cleared by all persons. User specifically understands and agrees that all activities will occur within the License stated above, including any event set-up and breakdown.)

User designates the individual listed in the Reservation Form as the authorized “Host” of the activity to be conducted on the Premises. The Host will be responsible for being on site for the entire License Period. The Host will be contacted by Public Safety, Facilities or other University departments as required to determine the services to be provided by the University.

In case of emergency, the Host is considered the on-site contact for the day of the event, and may be contacted from the phone number provided in the above booking information

**2. Use.** User is licensed to use the Premises solely for the purpose of conducting a meeting or social event, which is described more thoroughly in the Reservation Form.

Uses other than those set forth herein are prohibited and shall constitute a material breach of this Agreement.

**3. Deposit.** If User has not previously contracted with the University to license space at the Center, User shall be considered a “New Client” and shall be subject to a deposit equal to fifty percent (50%) of the total cost of the “Room Charge” as set forth on Exhibit A (the “Deposit”). The Deposit shall be made payable to "University of Maryland" and can be made through a credit card, or check (no cash, or money orders). Payment for the Deposit shall be sent to Universities at Shady Grove, Conference and Event Services, 9630 Gudelsky Drive, Rockville, MD 20850-3480.fax: 301-738-6050, email: sg-ces@umd.edu. Please call the Conference and Event Services office at 301-738-6059 to obtain a credit card authorization form (AMEX, MasterCard, Visa, and Discover are accepted). The Deposit shall be non-refundable except as stated in Section 5 herein. Failure to return this Agreement, along with the Deposit, to the University a minimum of fourteen

(14) days prior to the beginning of the License Period may result in the termination of this Agreement. The Deposit shall be credited to the final invoice total.

**4. Payments/Invoicing.** User shall pay a licensing fee (the “License Fee”) in the total amount stated on the final invoice, which will be issued by the University of Maryland College Park. User shall pay the University for any and all services or supplies furnished by the University as set forth in this Agreement or upon request of the User (“Additional Fees”).

User will be responsible for cleaning from the Premises any excess accumulation of waste material or rubbish caused by User’s use of the Premises. If User fails to promptly and satisfactorily clean the Premises, the University will charge User an additional fee for cleaning, which fee shall be in addition to the License Fee and shall be deemed an Additional Fee. Within thirty (30) days from the start of the License Period, the University shall issue an invoice to User that shall include the License Fee and any Additional Fees, minus the Deposit or any other amount previously paid by User. Such invoice shall be paid by User upon receipt. All payments are non-refundable. Any account over ninety (90) days past due is subject to a collection charge of seventeen percent (17%) to offset the amounts incurred by the University in attempting to collect such overdue amounts. The University reserves the right to refuse subsequent reservation requests or to require prepayment for reservations from a User who is delinquent with payments due under the Agreement.

## **5. Termination, Cancellation, and Substitution.**

(a) By the University. The University reserves the right to cancel and/or interrupt any event being held under this Agreement for any reason deemed necessary by the University, in its sole discretion, in whole, or from time to time in part, at any time prior to or during the License Period. Unless such termination occurs because of a default by User under this Agreement or because of false information provided by User in making its reservation, the University shall return the Deposit. The University reserves the right to substitute an alternative space for the Premises if deemed necessary to conduct official University business or special program.

(b) By User. Subject to the cancellation fee schedule outlined below, User may terminate this Agreement by providing written notice to USG Conference and Event Services, which notice may be emailed to [usg-ces@umd.edu](mailto:usg-ces@umd.edu). User shall be assessed the following cancellation fee to compensate the University against lost revenue:

- If User provides notice of termination at least seventy-five (75) business days prior to the beginning of the License Period: No cancellation fee shall be assessed.
- If User provides notice of termination between forty-five (45) and seventy-four (74) business days prior the beginning of the License Period: A fee of twenty-five percent (25%) of the License Fee shall be assessed.
- If User provides notice of termination between thirty (30) and forty-four (44) business days prior the beginning of the License Period: A fee of fifty percent (50%) of the License Fee shall be assessed.
- If User provides notice of termination between fifteen (15) and twenty-nine (29) business days prior the beginning of the License Period: A fee of seventy-five percent (75%) of the License Fee shall be assessed.
- If User provides notice of termination less than fifteen (15) business days prior the beginning of the License Period: A fee to be equal to the total amount of the License Fee shall be assessed.

**6. Rescheduling Cancelled Event.** At the University's sole discretion a cancelled event may be rescheduled upon the User's request. Rescheduling must occur within a six (6) month period from the date of the cancelled event. If the event is rescheduled, the Deposit less any costs and expenses incurred by the University may be applied to the amounts due for the rescheduled date.

**7. Safety & Security.** The University reserves the right to be the sole provider of security at any event on campus, and the University's Safety and Security Manager has the right to assess the security needs of any event on campus. Fees will be charges above the License Fee if the University deems that the need for additional security exists for any events scheduled under this Agreement. These security fees shall be deemed Additional Fees and shall be included on the invoice issued pursuant to Section 4.

User is required to comply with all directions given by University's Safety and Security Manager or its officers, including instructions to depart immediately from the Premises or the Center, even if User believes that such instructions are inappropriate or unwarranted. Complaints may be addresses to the University's Safety and Security Manager at (301) 738-6021 but only after User has complied with the directive/s of the Public Safety officers on site.

User may not sell tickets to the Premises nor admit persons to the Premises in excess of the established safe capacity number for the Premises as established by the Montgomery County Fire Department and stated in the Policy and Procedure Manual for Use of USG's Event Services.

Illegal drugs, controlled dangerous substances, and firearms are expressly prohibited on University property, including the Center. User agrees that no firearms, drugs, illegal or controlled dangerous substances will be permitted on the Premises at any time.

User hereby agrees to adhere to the Policy and Procedure Manual for the Use of the USG's Event Services, a copy of which is located on USG's website.

**8. Food/Vending.** User is prohibited from bringing to the Center any vendor or service provider with the intent of charging for wares or services. This prohibition includes the sale of services of any kind in or about the Premises, including but not limited to collections, solicitations, printed programs, or cloakroom services. If User is a vendor or service provider, the University shall determine at its sole discretion if the application will be accepted. User is also prohibited from bringing food or beverages to the Center, and from hiring other parties to do so. Any food consumable items must be provided by the in-house catering services provided at the Center (the "USG Caterer").

User acknowledges that the USG Caterer is the exclusive Caterer for providing food and beverages for events at the Center. User shall contact the USG Caterer to secure food and beverages needed for the event.

User will permit food and drink only in areas designated expressly for food and drink, unless the University has issued written permission to waive this agreement.

Service of alcoholic beverages is available from the USG Caterer, but shall only be available if food is served at the same time that alcoholic beverages are made available, and if fifty percent (50%) of the attendees of any event held under this Agreement are of the legal drinking age or older.

**9. Set-Up and Accommodations.** User shall be solely responsible for arranging with the University any set-up needs for events scheduled under this Agreement. All such set-up needs

shall be confirmed between the parties at least fourteen (14) business days prior to the beginning of the License Period. User acknowledges that to accommodate the set-up requests made by User, the University may be required to rent or lease goods or services from outside vendors. Accordingly, any changes to set-up needs requested by User less than twenty-four (24) hours prior to the License Period are subject to a late fee of \$100.00

**10. Parking.** The cost of parking at USG is \$2.00/hour per vehicle on weekdays, with a maximum of \$10.00 per vehicle for the day, and \$1.00/hour per vehicle on weekends, with a maximum of \$5.00 per vehicle per day. User may choose to either (i) incur these charges for its attendees, which charges shall be included on the final invoice as an Additional Fee, or (ii) require its attendees to pay individually for any parking fees incurred. User must notify the University of its desire to pay for parking charges incurred by its attendees before the date of the event set forth below the signature line of this Agreement.

**11. Liability/Indemnification.** User understands and agrees that any and all responsibilities for User's legal liability, including but not limited to fiscal responsibilities, arising from the use of the Premises by User shall rest solely with User. Therefore, User is required to maintain insurance coverage in the amounts indicated below and submit to the University a certificate of insurance naming the University as additional insured. Personal liability coverage afforded by a standard homeowners/renters policy may meet this obligation. If requested by the University, User is responsible for obtaining a review by User's insurer or insurance agent to assure that adequate insurance coverage has been obtained by User. Evidence of a satisfactory coverage must be submitted to the University. The University reserves the right to determine if insurance requirements are met by User.

At all times during the term of this Agreement, User shall carry and maintain at its own expense comprehensive general liability insurance, against any liability arising out of the acts or omissions of User, its officers, employees, contractors, agents and invitees to afford protection with limits for each occurrence of not less than **One Million Dollars (\$1,000,000)** with respect to personal injury death or property damage. The company or companies writing any insurance, which User is required to carry and maintain pursuant to this Agreement, shall be licensed to do business in the State of Maryland.

If User is given permission by the University to distribute or sell alcoholic beverages on the Premises, User, at all times during the term of this Agreement, shall also carry and maintain at its own expense liquor liability insurance against any liability arising out of User's distribution or sale of alcoholic beverages to afford protection with limits for each occurrence of not less than **One Million Dollars (\$1,000,000)** with respect to personal injury, death or property damage.

At the time the signed Agreement is provided to the University, and at least thirty (30) days prior to the beginning of the License Period, User shall deliver to the USG Conference and Event Services office certificates of insurance for all policies User is required to carry and maintain or cause to be carried and maintained pursuant to this Agreement.

User shall indemnify, hold harmless and, upon request, defend the University System of Maryland and the State of Maryland and their respective officers, employees, agents, students, invitees and representatives, from and against any and all cost (including reasonable attorney's fees and cost of suit), expense of any kind, liability, injury, damages, suits, personal injury or property damage, action and causes of action arising out of or in connection with: (a) User's use of the Premises; (b) the acts and omissions of User, its officers, employees, contractors, agents, invitees or

representative and (c) User's performance or failure to perform any of its obligations under the Agreement.

The University assumes no liability for the use of equipment on the Licensed Premises, which is supplied by the User, its agents, employees, invitees or third party. The University reserves the right of prior approval of all non-University owned equipment used on the Licensed Premises.

**12. Limitation of Damages.** User shall not be entitled to recover any incidental, special, punitive, or consequential damages against University, including anticipatory profits that have not been earned up to the date of termination, under any legal theory of recovery in any action related to this Agreement. User further agrees that the University's liability in any dispute concerning this Agreement shall be limited to the amount of the License Fee actually paid to University by User. Notwithstanding anything to the contrary contained in this Agreement, the University's liability for any tort related claims, damages, losses or costs arising out of this Agreement shall be governed by and subject to the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Annotated Code of Maryland (the "Tort Claims Act"). Nothing in this Agreement shall be deemed a waiver of immunity or defense that may exist in any action against the University.

**13. Provision of Utilities, Interruption of Utility Services, and Other Disruption.** The University shall exercise its best efforts to furnish for User's use and benefit, heating, lighting, and water. However, the University shall not be liable to User for damages because of any interruptions in utility services, but the University shall proceed with reasonable diligence to restore such services to the extent that it is within the University's control to do so.

The University assumes no liability to User for any mechanical or electrical failure, fire, flood, natural disaster, riot, bomb threat, explosion, or disturbance of whatever nature that presents, disrupts, or frustrates User's use of the Premises. User assumes the risk, if any, of such occurrence.

**14. License Non-Transferable.** This License is not transferable and User agrees that it will not assign this Agreement nor permit a third party to conduct unauthorized activities on the Premises.

**15. Permits.** User will be responsible for obtaining all permits for its lawful use of the Premises, and will pay all minor privilege charges, occupancy permit fees, license fees or other charges or taxes which are imposed on or that are applicable to activities conducted by User on the Premises

**16. Advertisements.** The University reserves the right to approve in advance all oral, written or electronic materials, including all forms of advertisement or publicity, associated with the use of the Premises or referring in any manner to the University or USG. User shall not imply, suggest or otherwise represent that the University is in any way affiliated with, endorses or otherwise supports the User or the event occurring in the Premises without obtaining prior written review and approval from the University for the use of such written and/or verbal representations. User is not authorized to use the name, indicia, logo(s), or marks of the University or USG in any manner. However, User may give the address and location of the Premises.

**17. Emergency Treatment.** User shall be responsible for providing emergency treatment or first-aid for any injuries and/or illnesses which befall User's employees, officers, volunteers, invitees, contractors, agents or representatives while the aforementioned are on the premises. The University shall not be responsible for providing emergency treatment or first aid to Users, its officer, employees, volunteers, invitees, contractors, agents, or representatives.

**18. Waiver.** The waiver at any time by the University or any particular covenant or condition of this Agreement will extend to the particular case only, for the particular time and in the particular

manner specified, and such waiver will not be construed or understood as waiving any of its rights of any character whatsoever. The failure of either party to exercise any of its rights under this Agreement or breach thereof will not be deemed to be a waiver of such rights, nor will the same be deemed to be a waiver of any subsequent breach, either of the same provisions or otherwise.

**19. Non-Hiring of Employees Clause.** No employees of the State of Maryland or any unit thereof, whose duties as such employees include matters relating to or affecting the subject matter of this Agreement will, while so employed, become or be an employees of the party or parties hereby contracting with the State of Maryland or any unit thereof.

**20. Maryland Law Prevails.** This Agreement shall be governed, and construed in accordance with the laws of the State of Maryland. The parties hereby expressly agree that any action arising under or in connection with this Agreement shall be brought only in the courts of the State of Maryland or in the Federal District Court for the District of Maryland after all applicable administrative remedies have been exhausted.

**21. Contingent Fees.** User by execution of this Agreement declares and affirms that neither the User nor any of its representatives has employed, retained or otherwise engaged for a commission, percentage, brokerage, contingent fee, or other consideration, or agreed as an express or implied condition for obtaining this Agreement to employ or retain the services of any person, partnership, corporation, donation, or consideration of any kind in connection with the soliciting, securing, procuring, or carrying out this Agreement. Excepting that nothing in this section shall prohibit User from engaging an attorney of User's choice at User's sole cost to assist User in the negotiation and approval of this Agreement.

**22. Termination for Default.** If User fails to fulfill User's obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the University may terminate the Agreement by written notice to User.

**23. Financial Disclosure.** User will comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate One Hundred Thousand Dollars (\$100,000) or more, will within thirty (30) days of the time when the aggregate value of these, or other agreements reaches One Hundred Thousand Dollars (\$100,000), file with the Secretary of the State of Maryland a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of five percent (5%) or more of the contracting business.

**24. Retention of Records.** User will retain and maintain all records and documents relating to this Agreement for three (3) years after final payment hereunder or any applicable statute of limitations, whichever is longer, and will make them available for inspection and audit by authorized representatives of the University, at all reasonable times.

**25. Compliance with Laws.** User hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as from time to time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to the payment of monies due, and owing the State of Maryland, or any department or unit thereof, including but not limited to the

payment of taxes and employee benefits, and that it will not be so in arrears during the term of this Agreement.

- C. It will comply with all federal, state, and local laws, regulations and ordinances applicable to its activities and obligations under this agreement.
- D. It will obtain, at its expense, all licenses, permits, insurance, and governmental approvals necessary for the performance of its obligations under this agreement.

When applicable to User's use of the Licensed Premises, the University will notify the Maryland State Department of Assessments and Taxation of the activities to be conducted on the Premises by User.

**26. Notices.** All notices from either party to the other party under this Agreement shall be mailed, wired or hand-delivered to the proper notice address of the party to be notified.

**Notices to the University shall be addressed to:**

The University of Shady Grove  
3690 Gudelsky Drive  
Rockville, MD 25080

**Notices to User shall be addressed to:**

The party and address contained in the Reservation Form.

Either party may from time to time designate a different address for receiving notices, by giving the other party notice of the change of address in the manner specified above.

**27. Relationship of the Parties.** Nothing contained in the Agreement will be deemed or constructed by the parties hereto, or by any third party, as creating a relationship of principal and an agent, or a joint venture between the parties hereto, it being understood and agreed that nothing herein will be deemed to create any relationship between the parties here to other than the relationship of User and University.

**28. Execution of Document by User or User's Agent.** The undersigned individuals warrant and represent that they are the duly authorized representatives of the party in whose behalf they are signing this document, and that they possess the legal authority to sign this Agreement on behalf of the party in whom they are acting.

**29. Execution of Document by University.** The person executing this agreement on behalf of the University, if authorized to execute this agreement on behalf of the University, assumes no personal liability for the performance of this agreement.

**30. Supplemental Agreement and Rider(s).** Any attached agreement (including any rider(s) attached thereto) and between the University and the User pertaining to this engagement shall be supplemental and subordinate to this Agreement. The terms and condition of this Agreement, and the rights, privilege, duties and obligations arising pursuant thereto, shall be controlling in the event of conflict and at all other times and in all events and situations.

**31. Amendment.** This Agreement may be amended, but only in writing, signed and executed with all the formalities and signatures with which this Agreement is signed.

**32. Captions and Headings.** All captions and heading used herein are for the sake of convenience and shall not be used in any way to interpret or otherwise construe this Agreement.

**33. Political Contribution Disclosure.** User will comply with, and require its officers, directors, members and partners, if any, the provisions of Sections 14-101 through 14-101 of the Election Law Article, Annotated Code of Maryland, require that every person that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the person receives in the aggregate Two Hundred Thousand Dollars (\$200,000) or more (from such contracts, leases or other agreements), will file with the State Administrative Board of election Laws a statement including disclosure of political contributions in excess of Five Hundred Dollars (\$500) made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**34. Non-Discrimination:** User agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to the one contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**35. Smoke-Free Campus Policy.** USG is a Tobacco Free campus and no smoking is permitted at the Center, or on any other part of USG's campus. This consists of all buildings, including residence halls; all grounds, including exterior open spaces, parking lots, on-campus sidewalks, streets, driveways, stadiums, recreational spaces and practice facilities; and in all University-owned or leased vehicles. Visitors who violate this policy may be denied access to the Center.

**36. Requirement for User Holding a Camp/Youth Program Involving Minors**

The University is committed to protecting the safety and welfare of children who come into contact with the University community.

If the program for which University space or property is to be used is considered a Youth Camp by the State of Maryland Department of Mental Hygiene (DHMH), User must provide the University with a copy of its Camp Certification from DHMH, or a letter from DHMH indicating that its camp is in the process and is permitted to operate a Youth Camp, by ten (10) days prior to the scheduled start of the camp or program. If the User fails to furnish the required certificate, the University reserves the right to cancel the User's use of the Licensed Space and User will be responsible for payment of all cancellation charges.

Regardless of whether User is operating a Youth Camp or a camp/program involving minors that is not designated by DHMH as a Youth Camp, User and its staff and volunteers shall remain obligated to comply with Maryland law requirements governing the reporting of child abuse or neglect. See Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. In addition, User and its staff and volunteers shall be obligated to comply with University System



of Maryland Board of Regents VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect (<http://www.usmd.edu/regents/bylaws/SectionVI/>) which is incorporated herein.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties of themselves, their successors, assigns and heirs have caused this Agreement to be signed by their duly authorized officers, all done the day and the year below written and hereby acknowledge and accept the terms and condition of this Agreement.

**THE UNIVERSITY SYSTEM OF MARYLAND**

**USER:** \_\_\_\_\_

By: \_\_\_\_\_  
Designated Representative  
Carl May

By: \_\_\_\_\_  
Signature of User/Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form document approved as to form and legal sufficiency for the University this 12th day of August, 2016 by Rebecca C. Salsbury, Assistant Attorney General.