

# CAMPUS EVENTS | TERMS & CONDITIONS

For planning purposes, Conference & Event Services has provided some of the terms & conditions for campus events. For a complete list of terms and conditions with Conference & Event Services campus events program, please contact your event services coordinator.

# FACILITY INFORMATION

# Payments

- Unless stated otherwise, payment is due in full *before* the reserved time of an event. The University withholds the right to cancel any event for which payment or proof of payment has not been received.
- Unpaid balances that exceed thirty (30) days of receipt of invoice may be assessed a 10% late fee on the total balance.

# Cancellations

Notice of cancellations must be communicated in writing.

Refunds will exclude actual costs that have already been incurred by the client and are subject to the following time frames:

| 20 business days prior to the scheduled event:   | 100% of contract amount |
|--|-------------------------|
| 10-19 business days prior to the schedule event: | 50% of contract amount  |
| 0-9 business days prior to the schedule event:   | no refund               |

## **Force Majeur**

- In no event shall the Lessee or Lessor be financially responsible or liable for any cancellations, failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Lessee shall use reasonable efforts which are consistent with accepted practices in the higher education industry to resume performance as soon as practicable under the circumstances.
- In the event that the California State University (CSU) considers it necessary or prudent to cancel this rental agreement due to circumstances related to a pandemic, the CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Lessee or Lessor.

## **Reserving Setup Time/Takedown time**

• If rehearsal, setup, or takedown time for the event is required, it must be scheduled at the time of reservation and is subject to availability.



• A request from a Lessee or Lessor on the day of the event to enter a facility before the beginning of the reservation time, or remain in the facility after the reservation time, may be denied. If the event does not end as prescribed the Lessee may be charged an event extension fee.

# **Scheduling Priorities**

- SF State facilities are reserved in the order in which requests are received, with first consideration given to the campus community for academic instruction and regular scheduled events.
- We reserve the right to assign, and if necessary, reassign facilities that have not reached contract stage with considering the size of the group, type of program, and space available to assure the maximum and most appropriate utilization of space.

## SERVICES AND VENDORS

## **Catering Services**

- External catering services are prohibited in the Seven Hills and Towers Conference Centers.
  - All food service must be provided by SF State Hospitality Services by Sodexo.
  - All arrangements for food services must be made directly with this department.
- External catering services are permitted outside of the Seven Hills and Towers Conference Centers.
  - The appropriate license and paperwork must be provided to your event services coordinator prior to approval.
  - The University also provides a catering option through Sodexo.
- Food preparation and/or cooking is not permitted in campus buildings.
- No food or beverage sales are permitted in the facilities except as specifically permitted by express prior written consent by the Housing, Dining & Conference Services Office.
- All catering items must be cleaned up at the end of the event.
  - All catering providers are responsible for picking up and properly disposing of food items that can cause potential health hazard if left unattended.
  - Due to health regulations, it is the policy of Sodexo and the State Health Department that excess food items from events cannot be removed from the event site.
  - Items purchased for pick up should be properly stored prior to the event and removed and disposed of by the host of the event.

## Audiovisual

- Campus venues have a variety of audiovisual equipment available for use.
- Requests for equipment must be made at the time of your reservation to ensure availability.
- The Lessee or Lessor may cancel an equipment order or staffing request up to five business days to an event without penalty.
- Equipment orders or staffing requests cancelled with less than five business days' notice will be charged to the Lessee or Lessor's account at the regular rate, even if the equipment is not used.



- Audiovisual technicians are required in the Student Life Event Center, McKenna Theatre, Little Theatre, Knuth Hall, Seven Hills Conference Center, and Towers Conference Center. A four-hour minimum in staffing charges will apply. Audiovisual technicians may be required in other venues, depending on the needs of the Lessee or Lessor.
- Any audiovisual equipment used in the Student Life Event Center, Seven Hills Conference Center and Towers Conference Center must be provided by the University. Exceptions will only be given for equipment, which cannot be provided by the University. Lessee or Lessor provided audiovisual equipment will be subject to inspection to ensure it will be compatible with the installed system.

# Lodging

- If you're planning to stay overnight while visiting the main campus, consider these nearby options.
- During the summer season (June early August), housing accommodations are available on campus through the Conference Services Summer Program. For more information, please visit the <u>Summer Conferences</u> section on our website.

# Accessibility

- Campus events are required to be accessible to people with disabilities. Event sponsors and planners need to communicate/work with potential guests with disabilities on how to accommodate reasonable requests so that they may have equal access. For information on ways to make your event accessible, please visit <u>access.sfsu.edu/accessible-events</u>.
- If you are hosting an event at SF State that includes, but is not limited to: professional meetings, seminars, workshops, conferences, social and recreational programs, convocations, and graduation ceremonies, and you need accommodations, please work with your event services coordinator on providing accommodations. Requests submitted within twenty (20) working-days may not be fulfilled and are subject to availability of equipment.
- Organizations must include an accessibility statement on all communications announcing a meeting or other event. An example is as follows: "[Organization name] welcomes persons with disabilities and can make reasonable accommodations upon request. If you need reasonable accommodations for this event, please contact [person in your organization at xxx-xxx or person@email.com] by [date-xx working days before event]."

## Service Animals

• No person shall bring an animal onto the grounds or into the buildings of a campus except in accordance with directives issued by the campus president. The president shall consider such factors as the safety of the campus community, cleanliness of the buildings and grounds of the campus, and the needs of the animal's owner as in the case of service animals.

## Rentals

- Audiovisual equipment and event furniture are available to rent for events hosted on campus, subject to availability and rental cost. Delivery and pickup fees may apply.
- Any event rental vendors must be an approved vendor through the university's vendor program. Please let your event coordinator know if you plan to have specialty rentals at your events.



# Signage

- Any placement of temporary signage, whether interior or exterior of campus premises will need to be approved in advance by the Office of Enterprise Risk Management.
- Painting tape must be used for any signs attached to the building or interior walls. No other adhesive materials are permitted.
- Requests to place free-standing signage should be submitted to your event services coordinator no later than twenty (20) days from the start of your event to allow time to be reviewed and approved.
- All requests are subject to the terms of the University's Time, Place, and Manner policy. (Executive Directive #83-13)

# Transportation

- For public transportation information, please visit the University's Parking & Transportation website. parking.sfsu.edu/transit
- Public parking is available on campus, at a cost and is enforced 24 hours a day, throughout the year, including holidays.
- Special event permits may be purchased in advance of your event.

# ADDITIONAL REQUIREMENTS

## **Alcohol Permit Guidelines**

- All sponsored and non-sponsored groups requesting to rent or use University facilities and serve beer and/or wine, must complete an Alcohol Clearance Request Form to serve alcoholic beverages, to be signed by the University Police Department Chief of Police and Risk Manager.
- No alcoholic beverages of any kind, except beer and/or wine are permitted in the conference facilities.
- All sponsored and non-sponsored events must adhere to the Alcohol Policy listed below, the Business and Professional Code, Sections 25658 through 25665, and University Regulations.
- Alcohol Service cannot exceed 3 hours in length.

NOTE: If a vendor will be serving alcohol, proof of vendor's liquor liability insurance must be provided with this request form. If event host will be serving, additional special event insurance may be required.

Requirements when serving beer and/or wine:

- Attendance shall be limited to members of our group and invited guests and not open to the general public.
- The host and/or sponsor shall be responsible for compliance of all applicable laws, regulations and University policies regarding the serving and consumption of beer and wine.
- Adequate controls shall be maintained to ensure that all persons served alcohol are at least twenty-one (21) years of age.
- No person obviously intoxicated shall be furnished, served or given an alcoholic beverage.
- The serving of alcohol shall not exceed three (3) hours.
- Food and non-alcoholic beverages will be available.



• Consumption and service of alcohol will be in the facility designated for the event.

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- Where danger or potential danger to persons or property is imminent, the event may be cancelled by an appropriate university official and the University Police Department, at their sole discretion
- If there is a direct or indirect sale of alcohol such as selling tickets for entrance, selling drink tickets or chits which may be exchanged for drinks; or other methods of charging which are determined by the number of drinks served to an individual or any type of consideration exchange between the host organization and attendees, a temporary alcohol beverage license application must be signed by the Chief of University Police. The application must then be taken to the Department of Alcohol Beverage Control for a temporary alcohol beverage license. ABC application information can be found at: abc.ca.gov/forms/PDFSpc.html

#### Film/Photography Permits

- Use of campus facilities for the purpose of filming or photography must be approved by Housing, Dining & Conference Services.
- Filming/photography is subject to additional fees. Organizations wishing to film on campus must submit <u>a Film</u> <u>Permit Questionnaire</u>.

#### Emergencies

- In the event of an emergency (fire, earthquake, etc.), please follow the explicit direction of your event staff.
- For events that do not require staff, please follow the instructions of emergency responders.

#### **Amplified Sound**

- Non-University affiliates may hold outdoor events that do not use amplified sound between 7am and 10pm Monday through Sunday.
- In all cases outdoor events, that are approved for amplified sound, shall not exceed 75 decibels as measured from a distance of 25 feet from the source of the sound and shall not disrupt University business.
- Use of amplified sound outside of the times listed may be approved on a case-by-case basis, upon consultation with Housing, Dining & Conference Services.

#### **Tents/Canopies**

- The use of tents is permissible, with prior approval from Housing, Dining & Conference Services. Unenclosed tents measuring 10 x 10 feet or smaller may be approved by HDCS.
- Enclosed tents or tent larger than 10 x 10 feet must be approved by the state fire marshal. HDCS event coordinators will submit the requisite fire permits on behalf of the Lessee or Lessor.
- The Lessee or Lessor must inform their event coordinator as early as possible of their plan to utilize a tent of any kind.

#### **Insurance and Indemnification**

- All external Lessee's must provide evidence of all necessary insurance as required by the California State University.
- A certificate of insurance with appropriate certificate and additional endorsement indicating that the required coverage is in effect for the duration of the event.



- The certificate of insurance must include a **separate** additional insured endorsement letter, stating the following:
  - "The State of California, Trustees of the California State University, San Francisco State University, and the officers, employees, volunteers and agents of each of them as additional insured".
- Certificates of insurance are subject to the approval of the campus Risk Manager, and no services shall be performed or provided by Conference and Event Services prior to receipt and approval of the Lessee or Lessor's certificate of insurance.
- In the event a conference groups fails to keep in effect at all times insurance coverage as herein provided, and provide evidence thereof, Conference and Event Services may in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- Forms of insurance and limits of liability are as follows

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- **General Liability**: Comprehensive or commercial form minimum limits each occurrence \$1,000,000 and General Aggregate \$2,000,000
- **Abuse and Molestation Coverage**: Minimum limits \$1,000,000 Per Occurrence and \$2,000,000 General Aggregate (Only for events with unaccompanied minor participants.)
- Employer Liability: \$1,000,000
- **Business Automobile Liability**: Minimum limits for Owned, Non-owned, Scheduled or Hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence
- Workers Compensation: as required under California law
- Excess / Umbrella Liability: \$1,000,000 each occurrence; \$2,000,000 aggregate
- o Insurance shall have an A.M. Best's rating of at least A: VII
- Additional insurance coverage may be required depending upon the type of activity being held. If so, Conference and Event Services will inform the Lessee or Lessor of this requirement in writing before an agreement is prepared and signed.
- The State, the Trustees, the University and the employees, officers and agents of each will not be responsible for any premiums or assessments on the insurance coverage required by this agreement of this requirement in writing before an agreement is prepared and signed.
- Lessee or Lessor shall indemnify, defend, and hold harmless the State of California, the Trustees of the California State University, San Francisco State University, their officers, employees, representatives and volunteers of each of them from and against any and all liability loss, damage, expense, costs of every nature and causes of action arising out of or in connection with the use by the Lessee or Lessor of the facilities and services provided pursuant to their agreement.
- The Lessee or Lessor will agree that San Francisco State University and Conference and Event Services will not be responsible for any cash collected or stored by the conference group. It will be the responsibility of conference group to provide a secured, locked cash box at all times.