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**1. Purpose.** To set forth the regulations and procedures for the use of University facilities for meetings, activities, and events.

The University may reasonably regulate the time, place, and manner of expression to ensure that it does not disrupt the ordinary activities of the University or endanger safety.

The freedom to debate and discuss the merits of competing ideas does not mean that individuals may say whatever they wish, wherever they wish. The University may restrict expression that violates the law, that falsely defames a specific individual, that constitutes a genuine threat or unlawful discrimination, or that unjustifiably invades substantial privacy or confidentiality interests. But these are narrow exceptions to the general principle of freedom of expression, and it is vitally important that these exceptions never be used in a manner that is inconsistent with the University's commitment to a free and open discussion of ideas.

**2. Intent of Regulations.** These regulations and procedures are developed to ensure effective use and enjoyment by the University to fulfill its educational mission; and to provide for the uniform and consistent administration of facility usage. These regulations are not intended to prohibit free expression based on viewpoint or to prohibit unscheduled expressive activities on University grounds.

**3. Definitions.** For the purpose of these regulations and procedures, the following definitions apply.

**3.1 "Basic Services"** means the provision of the space, normal heat or cooling, normal lighting, opening and closing the facility, normal cleaning prior to, after, and during the event, the furnishings routinely in place, and the routine placement of the furnishings.

**3.2 "Classrooms"** means those rooms in University buildings intended primarily for instruction. Instruction may also occur in some areas not generally regarded as classrooms. Examples include, but are not limited to, the University Theatre, Lee Arena, Garrett Natatorium, and White Concert Hall.

**3.3 "Event"** means the meeting or activity and period of time for which a space has been confirmed for use.

**3.4 "Facilities"** means specific buildings, outdoor sports venues, parking lots, and grounds owned by or under the control of the University which are made available for use for meetings, activities, or events.

**3.5 "Space"** is the portion or portions of the facility(ies) scheduled for an event. Specific space available is defined for each facility.

**3.6 "Special Services"** means services provided in conjunction with an event which are in addition to the basic services. The special services include, but are not limited

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to, audio/visual equipment, special opening and closing times, cleaning not of a routine nature, and furnishings set up.

**3.7 “User”** means the individual or entity responsible for the event for which space is scheduled.

**4. Non-Discrimination Statement.** The Administration will neither allow nor deny use of facilities where the effect would be to discriminate or permit discrimination on the basis of race, color, religion, age, national origin, ancestry, disability, sex, marital or parental status, or sexual orientation.

**5. Facilities Use Committee.** The President shall appoint a committee comprised of the:

- Vice President for Administration and Treasurer (Chairperson);
- Vice President for Academic Affairs;
- Vice President for Student Life;
- Department Head, Theatre Department;
- Department Head, Music Department;
- Director, Alumni Association;
- Director, Athletic Department;
- Director, University Relations;
- Director, Memorial Union;
- Director, Facilities Services; and,
- Manager, Academic Scheduling.

**5.1 Committee Responsibilities.** The responsibilities of the committee are to:

- Consider facilities use policies, regulations, and procedures and make recommendations for change;
- Approve or reject requests for full sponsorship (See Section 14.1 below); and,
- Make the final decision about disputes regarding facilities use which operational level management has been unable to resolve.

**6. Use Priorities.**

**6.1 University Functions.** The primary function of University facilities is to further the mission of the University. University functions and activities have priority status in scheduling.

**6.2 Classroom Facilities.** The order of priority for use of classroom facilities is as follows:

- Regularly scheduled academic courses (scheduled by Academic Scheduling office);
- University activities such as, but not limited to, rehearsals, performances, varsity athletic events, Alumni and Washburn University Foundation events,

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Academic Outreach courses, Small Business Development seminars, and International programs;

- Users receiving either full or joint sponsorship;
- Student Organizations; and,
- Non-University Groups, in the order in which requests are received.

**6.3 Other Facilities.** For use priority of the facilities here listed, see the Section noted which applies specifically to the facility.

- White Concert Hall (Section 24);
- Mulvane Art Museum (Section 32);
- University Theatre (Section 24);
- Carole Chapel (Section 25);
- Sports Venues (Section 26);
- Bianchino Pavilion (Section 27);
- Bradbury Thompson Alumni Center (Section 28);
- International House (Section 30); and,
- Memorial Union (Section 29).

## 7. Scheduling Facilities.

**7.1 Responsibility.** The Director of the Memorial Union through the University Scheduling office is responsible for scheduling use of facilities unless otherwise indicated in Section 7.8.2 below.

**7.2 Inquiries and Requests for Use.** Inquiries and requests for use of facilities are made by:

- Calling 785-670-1725 or 670-1707;
- Writing to the University Scheduling office, 1700 SW College Ave., Topeka, KS 66621; or,
- E-mailing: [universityscheduling@washburn.edu](mailto:universityscheduling@washburn.edu)

**7.2.1 The University shall obtain the following event information** at the time the request is made.

- Name of requesting individual and name of group;
- Date;
- Event name and purpose;
- Facility requested;
- Time of use sequence—access to facility, doors open to public, event beginning and ending times, and departure from the facility;
- Audio, visual request
- Details of event; and,
- Anticipated number of people attending.

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**7.3 Confirmation.** Once the requestor agrees to schedule the event, University Scheduling staff shall provide a written confirmation. The confirmation of use of classrooms shall not be given until after the 2<sup>nd</sup> full week of classes during the semester or summer session in which the event is to occur.

**7.4 Right of Cancellation.** The Administration shall reserve the right to cancel or postpone scheduled events with little or no notice, due to an event or effect that can be neither anticipated nor controlled (force majeure). If an event is cancelled, the University Scheduling office will contact the primary contact listed on the Reservation Confirmation to discuss the cancellation and opportunity for rescheduling.

**7.5 Right to Deny Use.** The Administration, in its sole discretion, reserves the right to deny use of any of the facilities by any requestor and will consider denials on a content-neutral basis. (See Section 13 below for use restrictions.)

**7.6 Assignment of Space.** The University shall reserve the right to assign, and if necessary, reassign facilities to ensure the maximum and most appropriate utilization.

**7.7 Commercial Filming and Photography.** University facilities may be used for commercial filmmaking, videotaping, and photography (filming) consistent with the regulations set forth below.

**7.7.1 Requests for use of facilities shall be in writing** and submitted to the University Scheduling office at least 30 days prior to the proposed shooting date. The request shall:

- Describe the filming to take place;
- Explain the purpose of the project;
- Identify the specific facilities desired; and,
- State the dates and period of time of each day the filming would take place.

**7.7.2 The University Scheduling office shall forward the request** to the Director of University Relations who shall:

- Review the request for compatibility of the endeavor to the mission and goals of the University;
- Review the production logistics involved; and,
- Consult with the Department Head(s) whose Department(s) might be affected.

**7.7.3 Upon completion of the review, the Director shall** recommend to the University Scheduling office approval or denial of the request.

**7.7.4 If the desired facilities are available, a written contract shall be executed** prior to beginning the filming. Such proposed contracts are subject to review by the University President or designee.

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**7.8 Facilities Available.** The following facilities are available for use.

**7.8.1 The University shall schedule:**

- Classrooms;
- White Concert Hall (See Section 24 below);
- White Concert Hall lobby;
- University Theatre (See Section 24 below);
- Art Building lobbies;
- Carole Chapel (See Section 25 below);
- Sports Venues (See Section 26 below);
- Petro Dance Studio;
- Sports and band practice fields;
- Bianchino Pavilion (See Section 27 below);
- Bradbury Thompson Alumni Center (See Section 28 below);
- Memorial Union (See Section 29 below);
- Henderson Learning Resource Center lobbies;
- Petro Allied Health Center lobbies;
- Robert J. Dole Hall;
- Mulvane Museum of Art & Blitt Gallery;
- Indoor Athletic Facility and,
- Other outdoor facilities and grounds (Inquire in University Scheduling office).

**7.8.2 The following facilities shall be scheduled by the University office indicated:**

- Mulvane Art Museum & Blitt Gallery (Museum office. See Section 32 below);
- International House (International Programs office. See Section 30 below);
- School of Law lobbies (Law School office);
- Mabee Library (Mabee Library office); and,
- Student Housing facilities (Residential Living Office)
- Indoor Athletic Facility (Athletics)
- Buildings and outdoor grounds at all Washburn Tech campuses (Dean's Office)

**7.8.3 Conference rooms shall be available on a limited basis.** These are rooms normally assigned to a specific Department for internal use. Scheduling shall be done by the Department to whom the conference room is assigned.

**7.9 Facilities Not Available.** The following facilities are not available for rent:

- KTWU building or any portion thereof;
- Department offices;

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- Specialized classrooms. Examples include, but are not limited to, instrument rooms, computer laboratories (See exception in 7.8.2 above), scientific laboratories, weight rooms, training rooms, and art and music studios;
  - Student Recreation and Wellness Center;
  - McPherson Room, Petro Allied Health Center; and,
  - Bennett Computer Center.

**7.10 Days and Hours Facilities Available.** The current list of regular hours of operation shall be available from the applicable scheduling office.

**7.10.1 Access to the facility shall be for contracted time only.** All event preparation, deliveries, decorating the event space, and event clean up must occur during contracted time.

**7.10.2 All events shall conclude not later than the ending time stated on the event Reservation Confirmation form.**

**7.10.3 Facilities shall not be available for reservation on days** the University is scheduled to be closed.

**8. Contract Requirement.** All Non-University Groups shall be required to enter into a contract for use of facilities. The appropriate Non-University Group representative shall be required to sign the applicable University agreement form.

**9. Fees.** The VPAT shall establish fees for both basic and special services.

**9.1 Fees for Grounds.** University Scheduling staff shall review the requested use of grounds on a case-by-case basis to determine the appropriate fee, subject to VPAT review.

**9.2 Schedule of Fees.** The current schedule of fees shall be available through the applicable scheduling office.

**9.3 University Group Exemption.** University Groups are exempt from basic use fees, but are not exempt from special services fees. (See exceptions in Sections 27.5.1, 28.3, and 29.5)

**9.4 Fees for Basic Services.** Fees for basic services are on a per-use, per-day basis unless otherwise stated.

**9.4.1 Full sponsorship groups shall not be subject to fees for basic use, but shall be responsible for fees for special services.** (See Section 14.1 below.)

**9.4.2 Joint sponsorship groups shall be subject to 50% of basic use fees and 100% of fees for special services.** (See Section 14.2 below.)



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**9.5 Fees for Special Services.** Fees for special services shall be determined by the Department providing the services, subject to review by the VPAT, and shall be assessed in full hour increments.

**9.5.1 All users shall be responsible for payment of fees for special services.**

**9.5.2 Special services for which fees shall be assessed shall include,** but not be limited to the following:

- Life Guard;
- Facilities Technician;
- Electrician;
- Equipment Manager;
- Custodial Services;
- Security;
- Dance floor installation;
- Opening or closing buildings beyond established hours; and,
- Piano Tuning.

**9.5.3 A 2 hour minimum charge applies when** the special service requires work time involvement by University personnel.

**9.5.4 Special equipment for an event not available** at the reserved facility shall be provided by the user.

**9.6 Fees for Equipment Use.** Fees for University provided equipment shall be determined by the Department to which the equipment is assigned, subject to review by the VPAT.

**9.6.1 All users shall be responsible for payment of fees for equipment use.**

**9.6.2 Equipment for which fees shall be assessed shall include,** but shall not be limited to the following:

- Organ; and,
- Piano.

**9.7 Multi-year Contracts.** The terms of these contracts shall be determined by the VPAT.

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**9.8 When Payment is Due.** Payment of fees and deposits is due as follows:

- Deposits.....Within 7 days of request for use;
- Fees for Basic Service.....14 calendar days prior to event; and,
- Fees for Special Services.....14 calendar days prior to the event if known prior to event, or immediately upon notification of charges if not known prior to event.

**9.8.1 The Director of the Memorial Union may determine if an earlier payment date shall be required for a particular event.**

**9.9 Where Payment is Made.** Payment shall be made to the office confirming the event. Payments shall not be accepted at the event.

**9.10 Failure to Pay.** Failure to make payment when due shall subject the event to cancellation. Payment of all balances due is required before future events may be scheduled for the owing user.

**9.11 User Responsibility.** Those requesting reservations shall agree to be financially responsible for all costs associated with the event.

**10. User Cancellations.** Some fees are refundable if the user cancels the reservation. The refund regulations for pre-paid basic use and special services fees are:

- All cancellations shall result in loss of deposit;
- Cancellations occurring more than two calendar weeks prior to the date of the event shall result in a full refund of all pre-paid fees;
- Cancellations occurring less than two calendar weeks, but 48 hours or more prior to the scheduled time of use, shall result in a refund of 50 percent of pre-paid fees; and,
- Cancellations occurring less than 48 hours prior to the scheduled time of use shall result in loss of all pre-paid fees.

**11. Insurance and Indemnity** The following insurance requirements shall apply to all non-registered Student Organizations, Non-University Groups, and individual users. These requirements shall not be waived for Non-University Groups in a joint or full sponsorship arrangement with the University. The University reserves the right to require insurance in special situations not discussed in this section.

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**11.1 When Required.** Any of the above users shall be required to procure and have in force during the event a comprehensive general liability policy (CGL) when the event:

- Is held on University grounds or parking lots;
- Is held in a facility which has a capacity of more than 250; or,
- Includes any of the circumstances described in Section 11.2 below.

**11.2 Additional Coverage.** For any event, regardless of its location in or on University facilities, which:

- Includes the serving or selling of alcoholic beverages, CGL and host liquor liability coverages are required;
- Is specifically designed for individuals under the age of 18, CGL including sexual molestation liability coverage is required; or,
- Includes athletic participation, CGL and athletic participant coverages are required.

**11.3 Insurance Certificate.** When insurance is required, non-University users, including those with joint or full sponsorship, shall provide proof of comprehensive general liability insurance which shall show:

- The University as an additional insured for the event;
- Coverage in amounts not less than \$1,000,000 each occurrence/general aggregate;
- Host liquor liability coverage when required;
- Coverage for child molestation liability when required; and,
- Coverage for athletic participants when required.

**11.4 Indemnity Clause.** All agreements with non-University users shall include a clause requiring the University be indemnified and held harmless from all liability, loss, damage, costs and all other claims for expenses asserted against the University arising out of or resulting from the use of University facilities.

**12. Violations of Conditions.** When a user violates the conditions for use, laws, or University policies or regulations:

- The event may be cancelled, or terminated if in progress;
- Future requests by the user for use of the facilities may not be approved;
- The Non-University Group and/or individual(s) may be subject to legal penalties; and,
- If a Student or Employee, the individual may also be subject to University discipline.

### **13. Restrictions.**

**13.1 Interference.** When reviewing requests, the applicable scheduling office shall consider the compatibility of the event with normal University operations and other scheduled events. Events may not interfere with or be disruptive to the normal business of the University.

**13.2 Legal and Regulations Obligations.** Facilities shall be used only in accordance with federal, state, and local laws, and University policies, regulations, and procedures.

**13.3 Competition With University.** The facilities are not available for use for events duplicating or competing with University educational activities, or which are for profit or commercial purposes.

**13.4 Fund Raising.** Non-University Groups shall not be permitted to raise money for purposes not connected with University business or activities. University Groups may raise money for purposes connected with University business or activities. All monies collected by the University Groups shall be:

- Used for the activities of the sponsoring Student Organization or University Group, or their publicly stated cause (Example: charitable organization); and,
- Deposited in the appropriate University account.

**13.5 Representative Relationship.** Departments and registered Student Organizations may not act as representatives for individuals or groups except as approved joint sponsors.

**13.6 Fronting.** Non-University Groups shall not use University facilities or services under the guise the function or activity is a University-sponsored program in order to avoid basic use fees.

**13.7 Alcoholic Beverages.** The possession and/or consumption of alcoholic beverages is permitted on the University campus only as provided in Section 21 below and in Subject A. General Topics, Section 8.

**13.8 Pre-confirmation Advertising.** Advertising an event prior to written confirmation of the event being provided shall be prohibited. Such advertising may result in denial of the request to use facilities.

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**13.9 Smoking.** All University buildings have been designated as smoke and tobacco free.

**13.10 Modification of Property.** No alteration or physical modification of facilities by users, except for approved temporary structures, is permitted. Users seeking to place temporary structures on University property shall submit such request and plans and specifications to University Scheduling. University Scheduling shall review these requests with the Facilities Services office. Unattended displays are not permitted.

**13.11 Fog Machines.** Use of fog machines is prohibited unless approved when requesting use of space.

**13.12 Electronically Amplified Sound.** The use of amplified sound, such as public address equipment, sound vehicles, electronically amplified musical instruments, etc., is generally restricted to non-classroom areas and on University grounds. Amplified sound is permitted upon approval when requesting use of space with the Scheduling Office (for example, use of a microphone for a speaker or student group sponsored dance). The sound level must not interfere with any educational or business activities.

**13.13 Strobe lights.** Use of strobe lighting is prohibited, unless approved when requesting use of space.

## **14. Sponsorship.**

### **14.1 Full Sponsorship.**

**14.1.1 To be considered for full sponsorship,** a Non-University Group, and its proposed activity, must:

- Provide significant benefit to the University; or,
- Be such the lack of full sponsorship would adversely affect the University.

**14.1.2 The University is sole judge of eligibility** for full sponsorship.

**14.1.3 The University Facilities Use Committee (Committee) shall be responsible** for reviewing requests for full sponsorship.

**14.1.4 The Committee shall:**

- Review requests in August of each year;
- Determine there is a substantial level of University involvement in the organization or in its campus activities;
- Review the latest annual report of the Non-University Group;
- Determine the University's association with the group or event would violate any other University contract, policy, regulation, or agreement;
- Determine to grant or not grant full sponsorship;
- Grant full sponsorships on a yearly basis; and,

- 
- Require the group to recognize the University as a sponsor in all publicity related to the event.

**14.1.5 Groups may request full sponsorship at other times**, however review of those requests is subject to the Committee meeting schedule.

**14.2 Joint Sponsorship.** The University may serve as joint-sponsor with a Non-University Group of a meeting or an activity involving financial commitments, or the scheduling or use of facilities through which the University name is associated as a sponsor in promoting or advertising the meeting or activity.

**14.2.1 Applications for joint sponsorship shall be submitted** to University Scheduling.

**14.2.2 Guidelines for determining if an activity or event may be jointly sponsored** are:

- Attendance will consist of primarily campus-related individuals;
- Presenter fees are paid by the University organization or Department;
- The University must be recognized as a joint sponsor in all publicity related to the event;
- University association with the event does not violate any other University contract, policy, or agreement;
- Personnel of the University must be involved in the planning, implementation, and on-sight monitoring at the event; and,
- The function or activity must further the recognized University mission of education or community service.

Joint sponsorship may be approved by the Administration on finding the above guidelines have been met.

**14.2.3 Approval for joint sponsorship shall be obtained prior to** facilities being reserved.

**14.2.4 Joint sponsorship is based on a per event evaluation of the above criteria.**

**14.2.5 Joint sponsorship is not available for:**

- Use of Carole Chapel;
- Use of Bianchino Pavilion; or,
- Individual Users.

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**15. Off-campus Support Source.** University Groups conducting educational or entertainment events may receive financial support from off-campus organizations. When such support is received, the following regulations apply:

- The financial support may be in the form of money or donated products or services;
- The event shall be organized solely for education or entertainment, not for the purpose of marketing, advertising, or selling products;
- The supporting organization may be recognized through the use of banners or signs during the scheduled hours of the event. The banners or signs may be displayed in or on the event space only (See Section 22 below.); and,
- The supporting organization may distribute free product samples subject to approval by Business Services during the scheduled hours of the event in or on the event space only (See Section 13.8 above.). The supporting organization may be acknowledged in ads, posters, fliers and similar materials in advance of events, but such acknowledgement must be in the context of promotion for the event.

## **16. Advertising.**

**16.1 Sponsor Name.** The name of the sponsoring Department or Student Organization must be prominently displayed in all advertising for fund raising activities.

**16.2 Disclaimer.** Non-University Groups shall normally be required to include the following statement in any printed materials related to a meeting or an activity. “Use of Washburn University facilities does not imply University sponsorship or endorsement of the views expressed by the participants.”

### **16.3 Posters, Banners, and Other Forms of Advertising.**

**16.3.1 Student Organizations and Departments posting** University information have priority for promotional areas described in Section 29.8.4 below.

**16.3.2 Non-University Groups** may post or display information of general interest in the Memorial Union consistent with all of these regulations and procedures.

**16.3.3 Approval for posting or displaying** advertising material shall be required as follows:

- Material to be posted on bulletin boards shall require approval by the Vice President for Student Life. The date stamp applied by the Vice President shall be clearly visible.
- Posters will be date stamped in the Vice President for Student Life office, Morgan Hall 240, or the Office of Student Involvement & Development, Memorial Union Main floor, according to the following:
- ONE MONTH OR THROUGH THE DATE OF THE EVENT (if the event date is before one month) for University academic or administrative

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departments, student organizations, and all approved Non-University groups or individuals advertising products or services.

- The maximum size poster allowed on a bulletin board will be 11x17 inches.

POSTING IS **NOT** ALLOWED IN THE FOLLOWING LOCATIONS:

- In stair enclosures or on stair railings;
- On doors or windows, including translucent glass block windows;
- On lights or heaters;
- In or on elevators;
- On floor;
- On furniture;
- Attached to or covering fire extinguishers, hose cabinets, exit markers, or any other safety equipment;
- In any other location where it might constitute a safety hazard.
- Posters must be placed on **bulletin boards** and be attached with thumbtacks. Staples are **NOT** permitted.
- Postings are limited to **one** item per bulletin board.
- Posters taped on walls are **ONLY** allowed in **Garvey Fine Arts Center** and must be attached with **masking tape**.
- Custodial staff will remove postings on as timely a basis as possible, consistent with their other duties.

**16.3.4 Approval for chalking on campus**

- Groups or individuals wishing to chalk on the property of the University or its affiliated organizations must obtain permission in advance from the Student Life office, Morgan Hall room 240. A hard-copy rendition (drawing) of the chalking message must be submitted with contact information on a separate sheet of paper to the Student Life office prior to approval.
- Only water-soluble dry stick sidewalk chalk may be used. Aerosol spray chalk is not permitted.
- Chalking shall be restricted to horizontal paved/concrete, uncovered campus sidewalks
- chalking that does not comply with this policy is subject to immediate removal; individuals or groups may be billed for costs related to immediate removal.

**17. Indicia.** The name, insignia, seal, logo, or other University or Department indicia may be used by the University. Non-University Groups may use such indicia only with prior approval of the appropriate University authority.

**18. Damages and/or Loss.**



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**18.1 Equipment.** The University shall not accept responsibility for damage to or loss of non-University owned equipment or other items left in a facility before, during, or after an event.

**18.2 User Responsibility.** The User shall be financially responsible for any damages to University facilities, property, or equipment occurring as a result of the event.

**18.3 Disciplinary Action.** Employees, Students, and Student Organizations shall be subject to University disciplinary action for damages to University facilities, property, or equipment.

## **19. Other User Responsibilities.**

**19.1 Supervision.** Users shall provide supervision of participants to prevent loss or damage to property or injury to individuals. Failure of any user to adequately supervise the participants of the event may result in the denial of use of facilities for future events.

**19.1.1. Safety.** Users will not create safety hazards or pose unreasonable safety risks to students, Employee or guests. This includes no obstructing the flow of vehicular, bicycle, pedestrian, or other traffic at campus entrances, University buildings or on University grounds.

**19.1.2. Speakers Right to Communicate.** Any use of University facilities or grounds may not materially interfere with a speaker who has been engaged by the University sponsored group to make a presentation. This does not prohibit a gathering or protest outside of a venue as long as it complies with University policies and regulations.

**19.2 Possession of Confirmation.** When a group or an individual user is unable to present proof of the reservation for the use of the facility, the University may close down the event.

**19.3 Rules compliance.** Users shall be required to agree to abide by University policies and regulations.

**20. Security.** Use of police officers and other security personnel during an event may be appropriate. Users shall be advised to consult the University Police Department to determine if security at the event is appropriate.

**20.1 Arrangements.** All security shall be arranged for and supervised by the University Police Department.

**20.2 Police Authority.** University Police have the authority to stop an event at any time if it is determined the event cannot proceed safely.

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**21. Catering and Alcoholic Beverages.** Food and beverages including alcoholic liquor and cereal malt beverages for all events shall be arranged through the University's dining services provider. All alcoholic liquor and cereal malt beverages and service must be provided by the University's dining services provider. See Subject A. General Topics. Section 8 for regulations pertaining to the serving and consumption of alcoholic liquor and cereal malt beverages.

**22. Decorations, Banners, Signs.** Users may decorate and or display banners and signs in or on the event space subject to prior approval of the applicable scheduling office.

**22.1 Requests for Approval.** Plans for decorating as part of any event shall be submitted to the University Scheduling office in writing not less than two weeks prior to the event. Only plans approved may be used.

**22.2 Removal of Decorations.** Any decorations used in or on the event space shall be removed immediately following the event. Decorations left in the facility may be removed as trash.

**23. Event Materials.** Materials used at an event shall be removed from the facility immediately following the event. Materials include, but are not limited to, instructional information, supplies, and equipment. Materials left in the facility may be disposed of as trash.

**24. White Concert Hall Lobby and University Theatre.**

**24.1 Reservation Order.**

**24.1.1 White Concert Hall shall not be reserved until** April 1 preceding the beginning of the University's Fiscal Year in which the event is to occur. Exceptions to this may be granted by University Scheduling with the concurrence of the Music Department Head;

**24.1.2 University Theatre shall not be reserved until** September 1 of the Fiscal Year in which the event is to occur. Exceptions to this may be granted by University Scheduling with concurrence of the Theatre Department Head.

**24.2 Dressing Areas.** Use of the University Theatre shall include men's and/or women's dressing areas, if available, without additional charge.

**24.3 Facilities Technician Requirement.** All users of White Concert Hall and the University Theatre shall be required to have a University facilities technician on site during the hours the facility is occupied.

**24.4 Lobby Restriction.** Life safety and fire codes shall govern use and placement of tables, chairs, or special set ups in the White Concert Hall Lobby.

**25. Carole Chapel.**

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**25.1 Building Purpose.** Carole Chapel provides a place for quiet meditation. It also serves as a place for weddings, ceremonies, recitals, other similar functions, and receptions held as a part of these events.

**25.2 Reservation Priorities.** Reservation of this facility is on a first-come-first-served basis.

**25.3 Use Time Periods.** All events, other than weddings, may be scheduled for a two-hour period. Weddings may be scheduled for a four hour period. All events shall conclude by the end of the scheduled time period.

**25.4 Use Restriction.** Carole Chapel may not be scheduled for regular, recurring events.

**25.5 Joint-Sponsorships.** Special rates for joint-sponsorships do not apply for this facility.

**25.6 Fees—General Information.**

**25.6.1 Exemption from basic use fees applies to:**

- Student Organizations and Departments for ceremonies and initiation events; and,
- The Music Department for recitals and concerts.

**25.6.2 The full basic use fee applies to all other users.**

**25.6.3 Special services fees apply to all users for all events.**

**25.6.4 In addition to the basic services defined** in Section 3.1 above, for Carole Chapel basic services include:

- Use of the kitchenette;
- Use of the adjacent patio and grounds; and,
- A staff person on duty during the event.

**25.6.5 The required deposit must be received** in the University Scheduling office within seven days of the request.

**25.6.6 The full amount of the basic use fee** is due 14 days prior to the event. Failure to pay by this date could result in the event being cancelled.

**25.7 Deposit.** A non-refundable deposit is required to confirm a date. The deposit will apply toward the total amount owed to the University.

**25.8 Special Services.** Special services may include, but are not limited to:

- Setting Chapel furnishing in a configuration other than the routine placement;

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- Re-setting Chapel furnishings after an unauthorized move by user;
  - Cleaning charges resulting from unauthorized food/beverage being brought into the facility;
  - Custodial duties not of a routine nature; and,
  - Hours of usage other than normal building hours.

**25.9 Furnishings Arrangements.** Arrangement of furnishings, other than the routine placement, shall be performed by Memorial Union staff.

**25.10 Use of Grand Piano.** If the piano is to be tuned specially for an event, it must be:

- At the expense of the user; and,
- Performed by a professional tuner approved by the Memorial Union administration.

**26. Sports Venues.** Use of sports venues shall be by scheduled arrangement only; and requires payment of fees per Section 9 above, except as otherwise stated in this section.

**26.1 Reservation Order.** Sports related facilities shall not be reserved until the varsity athletic season has been determined for the year in which the event is to occur.

**26.2 Lee Arena/Whiting Field House.**

**26.2.1 Use of Lee Arena and/or Whiting Field House shall include** men's and/or women's dressing areas, if available, without additional charge.

**26.2.2 Protective floor covering, provided by the University, shall be required** for some events as determined by the Director of Athletics or designee. A special services fee shall be assessed.

**26.3 Garrett Natatorium.**

**26.3.1 Use of Garrett Natatorium shall include** the men's and/or women's dressing areas, if available, without additional charge.

**26.3.2 All users of Garrett Natatorium shall be required to have** one certified "Pool Lifeguard Trained" lifeguard on site for every 50 persons using the pool. A copy of the certification for each lifeguard shall be on file with the Department of Athletics prior to the date of the event at which the individual(s) will work.

**26.4 Yager Stadium at Moore Bowl.** The availability of Yager Stadium at Moore Bowl shall be determined by the Director of Athletics or appropriate coach. The University shall reserve the right to deny use or cancel activities due to weather or field conditions.

**26.5 Falley Field.**

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**26.5.1 Falley Field may be reserved for the purpose of playing baseball only.**

**26.5.2 The availability of Falley Field shall be determined by** the Director of Athletics and the Baseball Coach. The University shall reserve the right to deny use or cancel activities due to weather or field conditions.

**26.6 Softball Fields.** Availability of the softball fields shall be determined by the Director of Athletics and the Softball Coach. The University shall reserve the right to deny use or cancel activities due to weather or field conditions.

**26.7 Soccer Field.** Availability of the soccer field shall be determined by the Director of Athletics and the Soccer Coach. The University shall reserve the right to deny use or cancel activities due to weather or field conditions.

**26.8 Tennis Courts.**

**26.8.1 Tennis courts may be used by individuals** as available without confirmation, however, users with a confirmation for a set time of use have priority.

**26.8.2 Availability of the tennis courts shall be determined by** the Director of Athletics and the Tennis Coach. The University shall reserve the right to deny use or cancel activities due to weather or court conditions.

**26.9 Practice Fields.**

**26.9.1 The soccer practice field shall be available for individual or group use without** confirmation, however, users with a confirmation for a set time of use have priority.

**26.9.2 The football practice field shall not be available for use without a** confirmation.

**26.9.3 Availability of the practice fields is determined by** the Director of Athletics and appropriate coach. The University shall reserve the right to deny use or cancel activities due to weather or field conditions.

**27. Bianchino Pavilion.**

**27.1 Building Purpose.** The primary purpose shall be for use for home football and soccer games, but shall also be available for other events.

**27.2 Reservation Priorities.** The facility shall be reserved giving priority as follows:

- Activities considered a part of home football or soccer games;
- The pre-season training table for athletes;
- Football and soccer recruiting weekends; and,

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- A first-come-first-served basis for other events. Requests for use of the Pavilion during the sports seasons are confirmed or denied after the home games are scheduled and potential playoff dates have been determined.

**27.3 Spaces Available for Use.** Only the following public areas shall be available for use:

- Quinlan Hospitality Suite located on the ground level;
- McGivern Hospitality Suite located on the second level; and,
- Lesser Dining Room located on the second level.

**27.4 Joint-sponsorships.** Special rates for joint-sponsorships shall not apply for this facility.

**27.5 Fees.** Payment of fees is required of all University and Non-University Groups or individuals.

**27.5.1 The basic use fee for Student Organizations and Departments shall be** approximately two-thirds of the fee set for individuals and Non-University Groups.

**27.5.2 There shall be a two-hour minimum charge for individuals and Non-University Groups.** A payment equal to the two-hour minimum charge shall be required 14 days prior to the event. The remaining charges will be billed by University Scheduling and shall be due immediately following the event.

**27.5.3 Special Services.** Special Services include, but are not limited to:

- Setting Pavilion furnishing in a configuration other than the routine placement;
- Re-setting Pavilion furnishings after an unauthorized move by user;
- Cleaning charges resulting from unauthorized food/beverage being brought into the facility; and,
- Custodial duties not of a routine nature.

**27.6 Furnishing Arrangements.**

**27.6.1 Users may request furnishings be set** in a configuration other than the routine placement.

**27.6.2 Arrangement of furnishings shall be performed** by Memorial Union staff.

**27.6.3 Equipment and other items brought in to the Pavilion** for an event are done so at the user's expense, and require the approval of the Director of the Memorial Union or designee.

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## **28. Bradbury Thompson Alumni Center (Alumni Center).**

**28.1 Building Purpose.** The Alumni Center is designed to serve the needs of the University, alumni, and the community. Scheduling of academic courses in the building shall be prohibited.

**28.2 Reservation Order.** Alumni functions shall have first priority. All other uses shall be reserved on a first-come-first-served basis.

**28.3 Fees Exception.** For Academic Outreach courses conducted in the Alumni Center, there shall be a basic use fee of 50% in addition to the normal charges for special services. (See Section 9.3 above.)

**28.4 Banquets and Other Events Involving Food Service.** The following regulations apply to events held in the Alumni Center which require food service. These regulations are in addition to other applicable Alumni Center regulations set forth in this document.

**28.4.1 When the convocation hall is used for courses by Academic Outreach** and when a catered meal is served participants, the basic use fee shall be waived. Boxed meals, tray carry meals, and refreshments are not considered catered meals.

**28.4.2 To request food and/or beverage service contact** the University's dining services provider by calling 785-670-2221.

**28.4.3 Food preparation shall not be done within the confines of the patio or garden.**

**28.5 Equipment and Furniture.** Alumni Center equipment/furniture shall not be setup outside the facility. Outdoor setup of rental equipment is limited to the patio or sidewalks. Setup on the grass shall be prohibited. Fog machines are prohibited.

**28.6 Washburn College Bible Room.** The Bible Room shall be available for viewing of the display of the Washburn College Bible and art exhibits, and as a meeting room.

**28.6.1 Art exhibits authorized by** the Mulvane Art Museum Director and the Washburn Bible Committee may be displayed in the Bible Room.

## **29. Memorial Union**

**29.1 Building Purpose.** The building shall serve as the community center for the University, its Employees, alumni, and visitors. The scheduling of academic courses in this building shall be prohibited.

**29.2 Spaces Available for Events.**

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**29.2.1 Rooms available are:**

Boswell	Cottonwood	Crane	Kansas
Lincoln	MacVicar	Mosiman	Rice
Shawnee	Sunflower	Thomas	Topeka
Vogel	W	Washburn A*	Washburn B*

\* Washburn A and B can be used together.

**29.2.2 Public lounges and lobbies** are also available.

**29.3 Reservation Order.** Priorities for use of space in the Memorial Union are as follow:

- Daily Memorial Union operations, such as, but not limited to, meal service for residence hall Students;
- Student Organizations;
- Department and major University events such as, but not limited to, Homecoming, and Family Day;
- Non-University educational related organizations and events; and,
- General public.

**29.4 Admission Charges Prohibited.** Student Organizations and Departments and University committees shall not charge an admission fee for any event held in the Memorial Union.

**29.5 Fees Exception.** For the Division of Continuing Education courses conducted in the Memorial Union, there shall be a basic use fee of 50% in addition to the normal charges for special services. (See Section 9.3 above.)

**29.6 Late Night Events Hosted by Student Organizations.** The following regulations apply to Student Organization-sponsored dances, concerts, parties, or any other special event held in the Memorial Union.

**29.6.1 Late Night Events are those** scheduled to end beyond established building hours.

**29.6.2 Reservations for late night events shall be confirmed** 14 days prior to the event.

**29.6.3 Only one late night event date may be reserved at a time** by any one group.

**29.6.4 Admission shall be by University ID or ID from another university.**

**29.7 Banquets and Other Events Involving Food Service.** The following regulations apply to events held in the Memorial Union which require food service.



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These regulations are in addition to other applicable Memorial Union regulations set forth in this document.

**29.7.1 Non-University Groups shall be charged 50% of the Basic Use fee** when the event involves catered meals and formal receptions. The reduced rate does not apply when only refreshments, boxed meals, or tray carry meals are served.

**29.7.2 To request food and/or beverage service contact** the University's dining services provider by calling 785-670-2221.

## **29.8 Posters, Banners, and Other Forms of Advertising.**

**29.8.1 Student Organizations and Departments posting** University information have priority for promotional areas described in Section 29.8.4 below.

**29.8.2 Non-University Groups** may post or display information of general interest in the Memorial Union consistent with all of these regulations and procedures.

**29.8.3 Approval for posting or displaying** advertising material shall be required as follows:

- Material to be posted on bulletin boards shall require approval by the Vice President for Student Life. The date stamp applied by the Vice President shall be clearly visible. Materials without the date stamp may be removed by Memorial Union staff; and,
- Banners, table tents, small flyers, and display racks shall require approval by the Memorial Union administrative staff.

### **29.8.4 The established promotional areas are:**

- Bulletin boards located on the main and lower levels;
- Tables used for registration or similar activities. Signs and banners may be attached to these tables. Attach with masking, painters, or gaffers tape only; and,
- Railings on the mezzanine level in Union Market and the main level just outside of the Ichabod Service Center. Also, railings outside the building. Banners may be hung from these railings. Banners must be approximately 3'x 6', and wording, graphics, and other illustrations shall not be offensive. The banners shall be free of any materials which might fall on people or in food. Plastic ties, ribbon, and string are approved for securing banners to railings. Tape may not be used to secure banners. Banners may be displayed for two weeks. The organization hanging the banner is responsible for removal. The Memorial Union staff shall remove and discard any banners left hanging longer than the approved period.

**29.8.5 Materials posted in places other than the promotional areas** described in Section 29.8.4 above will be removed and discarded.

**29.9 Wedding Ceremonies and Related Activities.** Washburn Rooms A and B may be reserved for wedding ceremonies, receptions, dinners, and dances.

**29.9.1 For weddings, the basic service fees shall be greater than the basic service for other uses,** but shall include basic services plus:

- The dance floor and its set up; and,
- Access to the building and space on the day of the event for a ten-hour period.

**29.9.2 Access to the room the day before the event** for decorating or rehearsal is subject to availability of the space. The basic service fee for this use shall be in addition to the increased fee for the wedding event.

### **30. International House.**

**30.1 Availability.** This facility shall be available to:

- Departments or University programs and committees, and Employee groups and organizations;
- Student groups sponsored by a Department; and,
- Non-University Groups with full or joint sponsorship.

**30.1.1 The International House is not available for private use.**

**30.2 Available Rooms.** The rooms available for use shall be:

- Great Room;
- Foyer; and,
- Kitchen.

**30.3 User Responsibilities.** In addition to user responsibilities set forth in this document which are applicable to all facilities, the user is also responsible for:

- Set up and arrangement of furniture and equipment;
- Returning furniture, equipment, and dishes to the original arrangement or to storage; and,
- Leaving all used areas and dishes clean following the event.

### **31. Mulvane Art Museum.**

**31.1 Building Purpose.** The purpose of the Mulvane Art Museum (Museum) is to provide a venue in which visitors can learn to think independently and critically about art, to appreciate art as a vehicle for communicating human values, and to value the diversity of human creativity.

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**31.2 Group Usage.** Use of the facilities shall be consistent with the American Association of Museums accreditation guidelines. All usage is subject to approval by the Director of the Museum (Director) or designee.

**31.3 Available Space.** For purposes of these regulations, the Museum includes the Museum galleries, Museum foyer, Mulvane Court, classroom numbers GC 16, GC 18, and GC 20, and Art Lab.

**31.4 Reservation Priority.** The Museum is an education resource, and priority will be given to groups seeking an art experience. The reservation priority is as follows:

- Mulvane Art Museum events;
- University Departments; and,
- University sponsored events.

**31.5 Restrictions.** The following restrictions apply to any group requesting use of the Museum.

**31.5.1 Groups may not use the facilities without the presence of Museum staff during the event.** The number of staff members required shall be determined by the Director or designee, and is based upon the expected number of participants at the event.

**31.5.2 Food and beverages are not allowed in the museum** unless approved in advance by the Director. Detailed plans for the serving of food and beverages must be submitted to the Director's office along with the request. When allowed, food and beverages shall only be permitted in the Museum foyer main floor.

**31.5.3 Photography shall not take place in the Museum galleries** without prior approval of the Director or designee.

**31.5.4 Groups planning to include music in the event shall submit** the planned arrangements to the Director's office for approval.

**31.6 Requests for Usage.** Requests for usage should be made at least three weeks prior to the event date by submitting a Mulvane Facilities Use Form to the Museum office. The form is available in the Museum office.

**31.7 Candles.** Groups may not use candles or any other open flame in Museum facilities.

**31.8 Event Related Publicity.** No event related printed, electronic, or published material, may be distributed without prior approval of the Director of the Museum. The group sponsor shall:

- Submit proposed material to the Director's office prior to printing or electronic release;

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- Include in the material the words, “Mulvane Art Museum, Washburn University” as the location of the event; and,
  - Submit a copy of final printed pieces to the Museum before they are distributed; and before distribution, submit to the Museum a final draft of any material to be released electronically.

**32. Athletic Events Tailgating.** Groups of fans attending University athletic events shall be permitted to tailgate on University grounds on game days during the period of time beginning 5 hours before and ending 2 hours following the game.

### **32.1 Responsibility.**

#### **32.1.1 The University Athletics Director shall be responsible for:**

- Providing information to tailgaters;
- Requesting the Administration establish special reserved areas for tailgating activities; and,
- Assigning space (See exception in 32.3) to tailgaters in the special reserved areas including, but not limited to, restricting the amount of space tailgaters may use.

#### **32.1.2 Tailgaters shall be responsible for:**

- The conduct and safety of individuals taking part in their activities;
- Full compliance with the laws of the state of Kansas, Topeka City Code, and Washburn University regulations including, but not limited to, prohibitions on underage drinking and fireworks;
- Properly disposing of all ashes, trash, and other debris resulting from the respective activities; and,
- All costs, damages, and/or loss resulting from the tailgating activities.

**32.2 Reserved Area Rules.** The Director of Athletics may establish rules for any special reserved areas. The rules shall be consistent with these and any other applicable University regulations.

**32.3 Tents.** Tents may be used by tailgaters in the tailgating areas, however:

- They may not be placed so vehicle or pedestrian traffic is impeded; and,
- Those requiring stakes may not be erected on hard surfaced areas.

**32.3.1 Space for commercial-type tents, which normally require large stakes, shall be assigned** and scheduled by University Scheduling.

### **32.4 Food and Drink.**

**32.4.1 Alcoholic liquor and cereal malt beverages (alcohol) may be brought to the tailgating activities** by the tailgaters. Alcohol shall not be taken into the athletic

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event venue. Alcohol may not be sold by the tailgaters without permission of the University and its dining services provider. If alcohol is available, non-alcoholic beverages must also be available for the tailgaters.

**32.4.2 Tailgaters are encouraged to bring drinks in non-breakable containers.**

**32.4.3 Cooking grills, tables, and chairs shall be permitted.**

**32.5 Event Cancellations.** If an athletic event is cancelled, permission to have tailgating shall be revoked immediately upon cancellation of the athletic event. This shall be effective regardless of the timing of or the reason for the cancellation.

### **32.6 Smoking and Tobacco Products**

**32.6.1 Definition of Smoking Tobacco Products** – Smoking and tobacco products include all forms of smoking and tobacco use, including but not limited to, cigarettes, cigars, pipe tobacco, electronic cigarettes, vapor-delivery devices, and chewing tobacco.

**32.6.2 Smoking and Tobacco Use at Tailgating.** Smoking and tobacco products may be brought to the tailgating activities by the tailgaters. Smoking and tobacco products shall not be taken into the athletic event venue. Smoking and tobacco products may not be sold by the tailgaters without permission of the University.

**32.6.3 Disposing of Smoking and Tobacco Products.** All smoking and tobacco products and their residue shall be disposed of in an appropriate outdoor waste disposal container.