

Troy University Dothan Campus

FACILITIES AND SERVICES AGREEMENT POLICY

The following contains the policy of Troy University Dothan Campus regarding usage of its facilities by all individuals, organizations and groups. The facilities covered in these policies and procedures include but are not limited to: Malone Hall, Harrison Room, Adams Hall, Everett Hall, Sony Auditorium, Michelin Conference Room and any classrooms on the campus used for non-teaching purposes.

Section 1: Background. Troy University Dothan Campus has the exclusive right to determine whether to allow an individual or organization (the “User”) to use its facilities or equipment. The decision to approve or disapprove usage will be based on whether or not the planned event and activities are in the best interest of the University. This decision shall be based on the following factors:

- Will the event support TROY’s Academic mission?
- Will the event be disruptive to TROY’s educational activities?
- Will the event enhance TROY’s image?
- Will the event promote student involvement and /or interest?
- How likely will it be that the event will damage TROY’s facilities or equipment?
- Will the event likely result in controversy or public attention that may harm TROY’s reputation or image?
- Are there other compelling reasons surrounding the event that should be considered in making the decision to approve or disapprove use of the facilities?

Section 2: Generally Disallowed and Allowed Uses. Troy University Dothan Campus does not allow use of its facilities for any political campaigning, fund raising or other politically connected events, except those events specifically sponsored by TROY student organizations. Student-sponsored events must be approved by the Associate Dean of Students prior to activities being held in or on TROY’s facilities or on campus grounds.

Troy University Dothan Campus does not allow solicitation or product promotions in its facilities or on campus grounds, except when specifically approved by the University for the benefit of students, faculty, and /or staff.

Troy University Dothan Campus locations may allow usage of it facilities to a User if the planned event and activities of that User are in the best interest of the campus.

Section 3: Requirements for Usage of Facilities by User. Any User must comply with TROY's rules and regulations in any allowed usage of university facilities. Each campus has its own unique facilities. Facilities and/or equipment must be reserved a minimum of ten (10) days prior to the event. These facilities and /or equipment must be reserved using the appropriate reservation online form. These forms are available on line at www.Trojan.troy.edu/campus/dothan.

A user must pay all charges in full for usage of the facilities as determined by the Office of University Events. Payment may be made by check, money order, or with a billable purchase order (which will be invoiced by the Office of Event Management). This payment is due upon receipt. Any exceptions to the payments policy must be authorized by the Associate Dean of Student Services.

Section 4: Responsibility for Damages. A User will be fully responsible for payment of any damages that occur to the facilities or equipment caused by, or attributable to, that User's sponsored activity, that User's use of the facilities, or the actions of that User's employees, participants, guests and invitees.

Specific Policies

- Smoking is strictly prohibited in all Troy University Dothan Campus facilities.
- No pets or animals are permitted (exception-service animal for person with disabilities)
- Absolutely no taping, nailing, tacking, or attaching items of any kind to the ceiling, walls, marker boards, floors, windows, chairs, or doors.
- Candles or open flames of any kind are strictly prohibited.
- No glitter, confetti, hay, live Christmas trees, or similar items are permissible.

Section 5: No Usage of Troy University Dothan Campus Name or Identification. A User shall not use the name TROY (or any variation of that name) or identification of any TROY campus site in any advertisement, brochure, mailer, or similar item in a manner that infers or suggests that TROY is a sponsor/co-sponsor of the event or is in any way affiliated with the User (unless approved by the specific TROY campus official). Any and all marketing materials, advertisements, brochures, announcements, or other publicity that references TROY or other campus sites (i.e., directions, press releases, etc.) **must** be submitted in draft form to the events office prior to use by the User in order for the official to determine that such references to TROY are accurately reflected. This draft may be faxed or emailed for expedited approval. TROY reserves the right to disapprove usage of its name (or any variation of its name) and other TROY identification in any such materials and publicity or in any public release.

Section 6: Right of Cancellation by TROY Officials. Circumstances may arise requiring a specific TROY campus site to cancel, change, or modify use of requested facilities by a User and requiring the TROY site to cancel the agreement for the allowed use of the facilities by the User.

- (a) Cancellation or Substitution of Requested Facilities. A specific TROY campus site expressly reserves the right to cancel any User's usage of the facilities or to substitute other facilities at its site for the facilities requested by the User whenever deemed to be in the best interest of that TROY campus site or as necessitated by circumstances, to be determined in the sole and absolute discretion of TROY. In any such situation TROY will attempt to assist the User by providing reasonable equivalent substitute facilities on TROY properties. TROY shall have no responsibility or liability for providing substitute facilities on TROY properties or for location alternative facilities for User. If User is required to use, or elects to use, alternative space in the local area for the event then the amounts paid to TROY by the User for the requested facilities will be refunded.
- (b) Cancellation of agreement by TROY. In the event sufficient funding or support is unavailable to the TROY campus site for the performance of its agreement for the allowed use of the facilities by the User, as determined at TROY's sole and absolute discretion, the User will be notified in writing of TROY's election to cancel the usage agreement at the earliest opportunity and all amounts paid to TROY by the User in such situation for the requested facilities will be refunded.

Section 7: Responsibility for Event Sponsored by User. A user will be solely responsible for organizing, financing, advertising, and conduction of the event and activities stated on the reservation form at the specific campus site, and that TROY in no way shall be sponsor or supporter of the event and associated activities (unless agreed to in writing).

Section 8: Food-Services Requirements. Any and all food-services requirements of the User for the event must be obtained exclusively from the food service contractor on campus. Any arrangement and agreement for food services will be exclusively between the User and the Contractor. TROY shall not be a party to the arrangement and agreement for such food-services requirements and shall have no responsibility for the food services provided by the Contractor.

Section 9: Alcoholic Beverage Policy. Troy University Dothan Campus recognizes that the use of illicit drugs and the abuse of alcohol interfere with the rights of everyone to a safe and productive educational environment or workplace. Troy University has a legal obligation to maintain a drug-free school and drug-free workplace. Accordingly, TROY complies with and upholds all federal, state and local laws that regulate or prohibit the possession, use, or distribution of alcohol, prescription drugs not prescribed by medical personnel, and /or illicit drugs. Unless otherwise stated by law, each individual retains responsibility for his or her mental or physical state, even if altered by alcoholic beverages or other drugs. Students, faculty, staff, and the employees of TROY are hereby notified of the University's alcohol policy and are expected to adhere to the guidelines set forth in this policy.

Summary of State and Local Laws regarding Alcohol

All campus leaders (faculty, staff, and students) must ensure compliance with the following laws of the State of Alabama and the City of Dothan:

1. Possession, use or purchase of liquor, beer or wine by persons under 21 years of age. (Code of Alabama, 28-3-266)
2. Sale or advertisement of sale of alcoholic beverages without a license. (Code of Alabama, 28-3-60:10)
3. Public drunkenness. (Code of Alabama, 28-3-260:3)
4. Providing liquor, beer or wine to an underage individual. (Code of Alabama, 28-3-261)
5. Sale of alcoholic beverages on Sunday. (Code of Alabama, 28-3-261)
6. Driving while under the influence of alcohol or controlled substances. (Code of Alabama, 32-5A-191)

University Regulations

1. No individual under the legal drinking age of 21 years will be allowed to consume, serve, sell, or possess alcohol on university property.
2. Public drunkenness or driving under the influence on campus is prohibited.
3. The consumption of alcohol by those of legal drinking age will be restricted to the following properties of Troy University Dothan Campus.
 - a. Harrison Room
 - b. Michelin Room
4. Sponsorship of events promoting or glamorizing the consumption of alcoholic beverages is prohibited (i.e., two for one specials, beer bashes, happy hours, etc.).
5. On-campus advertisements directly promoting consumption of alcoholic beverages are prohibited.
6. Campus organizations must enforce additional group/individual standards, as directed by their national or international organizational bylaws, which may be more restrictive than those established in this policy.
7. The consumption of alcohol during university field trips, off-campus student group activities, and other student-oriented off-campus events is prohibited, unless in compliance with applicable laws and regulations (i.e., students are 21 years old, travel abroad where laws on alcohol consumption are less restrictive).
8. University employees are strongly advised not to provide alcohol for students at off-campus locations. Employees choosing to provide alcohol to students do so outside the scope of their employment and assume all risks.
9. The university may employ an agent for the purpose of selling alcohol at athletic events. The agent will be obligated to follow all the requirements of this policy. The Athletic Director in conjunction with the Senior Vice Chancellor will recommend agent selection to the Chancellor. The Chancellor will have final authority for designation an agent.

Policy Violations

Enforcement of the alcohol policy for students shall reside in the Office of the Senior Vice Chancellor for Student Services, with the university's judicial officer acting as the initial contact for such violators. Enforcement of the alcohol policy for faculty resides with the Senior Vice

Chancellor for Academic Affairs and for staff with the Senior Vice Chancellor for Finance and Business Affairs respectively. Violations in these areas will be handles by the University Personnel Advisory Committee. Enforcement on other campuses will be with the respective officials in the reporting chain of the officials previously cited.

Violations of the Troy University Dothan Campus Alcohol Policy will be handled as follows:

University Organizations

First Time Offenders, within an academic year:

- A. Will be referred to the university judicial officer for disciplinary action.
- B. Will be fined \$200.*

Repeat Offenders, within an academic year:

- A. Will be referred to the university judicial officer for appropriate disciplinary action to include possible revocation or recognition as an approved organization.
- B. Will be fined \$500.*

Students

First Time Offenders, within an academic year:

- A. Will be referred to the university judicial officer for disciplinary action, in accordance with the Standards of Conduct as outlined in The Oracle, to include community service, alcohol assessment and/or counseling, or suspension.
- B. Will be fined \$75.*

Repeat Offenders, within an academic year:

- A. Will be referred to the university judicial officer for disciplinary action to include community service, alcohol assessment and/or counseling, or suspension.
- B. Will be fined \$150.*

Faculty/Staff

Violations of the alcohol policy by faculty/staff will be handles by the University Personnel Advisory Committee.

*Money collected from fines for alcohol policy violations will be used specifically for alcohol education programs. If it is determined that the student does not have the ability to pay the monetary fine, the student will be required to work the fine off through school services, to be determined by the Judicial Officer.

Services Provided

Troy provides free, confidential counseling for students having drug or alcohol abuse problems within the SAVE Project/Personal Counseling office or through similar programs on other campuses. Referrals for extended treatment may be made to community counseling and local treatment programs. Individuals not covered in the above areas should check with their respective campus counseling services to acquire necessary help or contact the Troy Personal Counseling office for further information.

Policy distribution

The alcohol policy is made available to students, employees, and the general public through these key means:

- The Oracle, the student handbook, published and distributed through the Senior Vice Chancellor for Student Services and Administration office.
- The Bulletin published and distributed through the Senior Vice Chancellor for Academic Affairs.
- The Faculty Handbook and The Staff Handbook published and distributed by the Human Resources department.
- *ePolicy Manual* maintained by Senior Vice Chancellor for Academic Affairs.
- Housing and Residence Life Policy maintained by Senior Vice Chancellor for Finance and Business Affairs.

Further, the Athletic office will cite this policy in its key publications. And, each Campus Vice Chancellor will provide appropriate guidelines for each campus.

Policy Review

The University's standing committee, The Substance Abuse and Prevention Committee, will annually review the university's alcohol policy across the campuses to assess its effectiveness. Recommended revisions will be presented to the Senior Vice Chancellor for Student Services and Administration.

Section 10: Control of Requested Facilities; Indemnification of TROY, etc.

All employees, participants, guests and invitees of the User shall be under the direct supervision and control of the User and shall be the responsibility of the User. Nothing contained in the agreement requires TROY to relinquish control of any of its facilities to the User (including the facilities specifically requested for usage by the User). A User is to expressly acknowledge that

TROY retains the full and complete right to require that User, or any of that User's employees, participants, guests and invitees, to leave campus premises if circumstances justify such action.

TROY assumes no responsibility for loss or theft of personal property, or damage to personal property of the User or any of the User's employees, participants, guests and invitees. A User shall be liable for, and shall reimburse TROY for, all damages to persons and property on account of that User's use of the requested facilities.

A User must indemnify and hold harmless TROY, its officers, agents and employees, against any and all liabilities and claims for loss, injury or damage (including attorney's fees and costs) to persons or property, including claims of employees, participants, guests and invitees of the User, arising out of, or resulting from, activities conducted by that User or any of its employees, participants, guests and invitees in, on or about the requested facilities and TROY buildings and other properties.

TROY assumes no liability whatsoever for any property placed in the requested facilities or in any of TROY's buildings or other properties by the User or any of the User's employees, participants, guests or invitees.

As part of the reservation process, a User must provide a Certificate of Liability Insurance for the Special Event to the Office of University Events naming TROY University Dothan Campus as a designated insured for the event and/or activity. The policy must be for a minimum of \$1,000,000.00 This is a requirement before the facility can be reserved and confirmed. There will be no exceptions to this requirement.

Section 11: Changes to Facilities Reservation Forms. Any additions or changes to the facilities reservation forms are subject to such additional charges then in effect in accordance with the campus' (then-prevailing) schedule of charges for any such items. A User agrees that all additions or changes must be made no less than three (3) business days before the event. TROY campus sites cannot commit to accommodate additions or changes requested within three (3) business days of the event and any attempt to accommodate such request by TROY campus sites will only occur in TROY's sole discretion and if circumstances otherwise permit. All official University functions (classes, practices, meeting, etc.) will receive priority over any and all events.

Section 12: Entire Agreement. The facilities and/or reservation form agreement(s), specific to each TROY campus site, constitute the entire agreement between TROY and the User. No prior written or oral commitments shall be binding on either party.

Section 13: Termination by TROY. TROY may terminate the facilities reservation agreement entered into with a User, without penalty and at any time, for breach by that User of any of the terms of that agreement and, in such event, TROY may retain, as liquidated damages to cover University's expenses, all amounts paid by the User.

Section 14: Termination by User. A User may terminate the facilities and reservation agreement before the scheduled start date of the event, but not later than three (3) business days prior to the event. If the agreement is terminated within the three (3) business days of the event, the User must pay all charges assessed for the event.

Section 15: Meaning of Business Day. As used in this Policy, the term “business day” shall mean any day which is not a Saturday, Sunday, or recognized holiday by Troy University.

Section 16: Headings. All headings contained in this Policy are solely for the purpose of reference only, and shall not limit or otherwise affect any of the terms or provisions of this Policy and shall not be construed or interpreted in connection with any term or provision of this Policy.

Section 17: Signing and Delivery of Documents. A user must sign and submit to the specific campus site the facilities and reservations agreement, which shall thereafter become effective upon the signing and delivery of the agreement to the specific TROY campus site.

Section 18: Waiver of Fees and/or Policy Exceptions: Any User requesting a waiver of any fees and exceptions to policy must submit that request in writing at the time of the reservation request. These requests will be discussed with and reviewed by the Senior Vice Chancellor for Student Services and Administration. Only the SVCSSA can waive fees or make exceptions to the policies.

Section 19: Review of Policy. This policy and all fees associated with the policy will be reviewed on an annual basis in June. Changes to the policy and fees will be implemented in August of each year, if applicable.

**ALL POLICIES AND REGULATIONS INDICATED ON THE
“REQUEST TO RESERVE FACILITIES” FORM APPLIES TO
ALL FACILITIES.**