

Policies & Procedures | Facility Rentals

Please be sure to read the Campus Recreation Services Policy & Procedures. All policies & procedures listed are to be followed at all times. Our policies and procedures can be found on our website.

- Reservation requests can only be made by completing the facility rental request form found on our website or by visiting the Recreation Center Pro Shop in person.
- All facility rental requests must be submitted 14 business days prior to the scheduled event and requests cannot be made more than 6 months in advance. All facility rental requests submitted before and after this time period will not be accepted.
- The Recreation Center gives priority to students and student organizations of Cleveland State University, followed by Cleveland State University affiliated groups and then the community. Students/Student Organizations have the ability to rent most spaces free of charge during non-peak facility hours. All non-students attending an event hosted by a student organization will be required to pay the guest pass fee upon entrance to the Recreation Center. Charges for setup, non-operational hours, and additional staffing or special equipment may apply. University Affiliated Groups may rent space throughout the facility at the member rate during non-peak facility hours. Patrons in attendance that are not a current Cleveland State student or Recreation Center member will be required to pay the guest pass fee upon entrance to the Recreation Center. Charges for setup, non-operational hours, additional staffing or special equipment may apply. Community Groups wishing to rent space in the Recreation Center may do so at the non-member rate, unless a member of the group has an active membership to the Recreation Center. Patrons in attendance that are not a current Cleveland State student or Recreation Center member will be required to pay the guest pass fee upon entrance to the Recreation Center. Charges for setup, non-operational hours, additional staffing or special equipment may apply.
- Members of the Recreation Center may reserve personal space at the member indicated rate. Personal space would include birthday parties, baby showers, graduation parties, etc. Members of the Recreation Center may reserve space for their organization/charity events at the non-member indicated rate. These events would include after-proms, employment

events, charity events etc. These events may require proof of liability insurance. A member must be a dues paying member for the 4-previous consecutive months or must purchase 4-upcoming consecutive months in full to qualify for the member indicated rate. The non-member rate would apply to those individuals, groups, or organizations that are not members of the Recreation Center or are not affiliated with Cleveland State University.

- Facility rental requests will be approved or denied via email by the Assistant Director of Facilities within 5 business days of submission. After the facility rental request has been approved the name/organization must communicate all specific setup and outdoor lighting needs to the Assistant Director of Facilities 7 business days prior to the event. Any specific setup and outdoor lighting needs conveyed after this time period may not be accommodated. The Recreation Center reserves the right to decline facility usage for any name/organization submitting a facility rental request.
- The Contract and the Facility Rental Form and any additional forms attached hereto and incorporated herein by reference contain all agreements and understanding between the Parties and supersede any prior or contemporaneous written or oral agreements, representations and warranties between the Parties respecting the subject matter hereof.
- The name/organization agrees to use only the facilities, equipment, and/or services described in this Contract and only for the purposes stated in this Contract. All events must terminate and all persons attending the event

must vacate the premises promptly by the time specified in this Contract. The name/organization's use of any facilities and equipment not contracted for, or extending beyond the times specified in this Contract, will result in additional charges. Should name/organization request any additional facilities, equipment, food or other services, name/organization agrees to pay CSU any and all applicable charges. The name/organization agrees to be responsible for the care and condition of any and all CSU premises, facilities, buildings, furnishings, and/or equipment used in connection with this event. Name/organization agrees to pay for any and all costs, expenses, and damage which result from name/organization's use of such premises, facilities, buildings, furnishings, and/or equipment. CSU is not responsible for providing any facilities, equipment, or services not specified in this Contract. CSU reserves the right to approve any and all equipment and the supplier(s) of such equipment used at name/organization's event. The name/organization agrees not to exceed CSU facility capacities, which are established by the State of Ohio Fire Code, under ANY circumstances. Any equipment and/or property left on CSU premises after name/organization's event shall, after a period of ten (10) days, be deemed abandoned and will be disposed of by Campus Recreation Services.

- CSU reserves the right to remove or evict, without any refund to the name/organization, and without waiver by CSU of any amounts due and owing to CSU by the name/organization, individuals or groups which fail to comply with the terms and conditions of this Contract; which fail to comply with CSU's rules, regulations, policies, procedures and guidelines; and/or which interfere with CSU's normal course of business. In the event the facilities and/or premises to be used are unavailable due to construction, partial or total destruction, acts of God, severe inclement weather, war, terrorism, outbreaks of disease, epidemics, government regulation, disaster, fire, strikes, civil disorder, unavailability of water, electricity or other necessary utilities, or any other similar cause beyond the control of the Parties which would make it inadvisable, illegal,





or impossible to perform under the terms and conditions of this Contract, CSU retains the right to terminate this Contract and refund all deposits to the name/organization. If possession has already been started, the fees shall be prorated, and except for such prorating, the name/organization shall have no right or claim against CSU for any damage caused by such loss of use and/or termination, and the name/organization hereby expressly waives any and all claim to such damages.

- The Recreation Center provides space for any name/organization affiliated and non-affiliated with Cleveland State University. All approved facility rentals will be associated with a rental fee indicated in writing with your email confirmation. It is the responsibility of the name/organization listed on the request form to pay all rental fees in full on the day of the event. All rental fees in excess of \$1,000 may be paid on an incremental basis determined by the Assistant Director of Facilities. Rental fees can be paid with cash, check, or credit card (except American Express) at the Recreation Center Pro Shop. In the event of inclement weather, the Recreation Center will charge the name/organization for the amount to time they used the rental space. The name/organization will have the opportunity to reschedule the event at a later date and time.
- All facility rentals are subject to a 25% deposit if it is deemed necessary by the Assistant Director of Facilities. This deposit fee will be provided in writing with your email confirmation. The deposit fee must be paid by the date indicated or the name/organization will forfeit their facility rental. The deposit fee will be applied to the total cost of the facility rental.
- All facility rental requests must be cancelled 14 business days before the scheduled event. Any cancellations after this time period are subject to a 25% penalty of the total facility rental fee.
- Community groups renting the

Recreation Center must provide proof of holding \$1 million in liability insurance.

- The Assistant Director of Facilities will determine if extra staffing will be required. If it is determined extra staffing will be needed the name/organization will be responsible for the staffing fee and this will be indicated in writing with your email confirmation. All facility rentals requesting to use space for a fitness & wellness activity must use Recreation Services Fitness & Wellness staff. This staff can be scheduled by contacting the Fitness & Wellness Coordinator at 216.802.3256.
- The Assistant Director of Facilities and University Police will determine if a police officer will be required at the event. If it is determined a police officer will be needed the name/organization will be responsible for the staffing fee and this will be indicated in writing with your email confirmation.
- The Recreation Center offers access to the Administrative Conference Room, Studio 175, 227, 229, and the Green Roof. Any facility rental requesting a setup is subject to a setup fee. The Recreation Center has a limited number of tables and chairs in stock. If the event requires more tables and chairs than the Recreation Center has we will contact Conference Services for additional amounts. The name/organization will be responsible for the additional table and chairs and this will be indicated in writing with your email confirmation.
- Immediately following the facility rental the Recreation Center asks the area is returned to its original arrangement by the name/organization listed on the facility rental. It is also ask that any trash, litter, food, banners, decorations, etcetera are placed in a receptacle and any personal belongings removed from the area. Failure to adhere to these policies is subject to a cleaning fee.
- It is the responsibility of the name/organization listed on the reservation request form to pay for all damages associated with the facility rental. The Recreation Center prohibits the use of

tacks, pushpins, nails, tape, and any other mounting device altering the appearance of the interior of the facility. It is also prohibited to hang any device from the doorways or ceiling tiles in the administrative conference room or studios.

- The Recreation Center has a lost & found cabinet. If you feel a belonging of yours is in the lost & found cabinet please see a facility manager or Recreation Center staff member to check for you. The Recreation Center strongly encourages patrons to lock up your personal belongings in the day use lockers (it can be a personal lock or one can be purchased from the Pro Shop). The Recreation Center is not responsible for stolen personal belongings within the facility or its grounds.
- Cleveland State University Dining Services reserves the exclusive right to provide all food and/or beverages, including alcoholic beverages for the name/organization event. Food and beverage service is permitted only in designated food and beverage serving areas. If Cleveland State University Dining Services grants a written food waiver, the name/organization agrees to provide a temporary food permit approved by the City of Cleveland to the Department of Conference Services prior to the start of the event.
- Groups renting the Recreation Center are not permitted to sell or contract outside vendors to sell products during the rental.
- Food and beverages are allowed on the first floor only. Plastic bottles with water and a lid or spout may be used in the activity areas (1st, 2nd, or 3rd floors). Tobacco and glass beverages are PROHIBITED in and around the Recreation Center property and grounds. It is the responsibility of the name/organization to have all patrons involved with a specific facility rental to abide by these policies. Alcohol is strictly prohibited in all areas of the Recreation Center except on the Green Roof. Alcohol is only permitted on the



Green Roof if cleared by the Associate Director 30 business days from the event. A CSU police officer must be present at any event at which alcohol is served. Compliance with CSU's alcohol policy is mandatory for any event where alcohol consumption is requested. An event serving alcohol without prior approval from CSU will be cancelled immediately, with no refund to the name/organization.

- The name/organization agrees to comply with all applicable federal, state, and local laws, ordinances and regulations and all applicable CSU rules, regulations, policies, procedures and guidelines.
- The State of Ohio allows qualified citizens to carry concealed weapons, but only if certain strict conditions are met. Ohio's Concealed Carry Law does NOT allow concealed weapons to be carried anywhere on the premises of CSU unless the weapon is locked in an automobile or in the process of being locked in the automobile. It is illegal to carry a firearm, deadly weapon, or any other dangerous ordnance anywhere on the CSU Campus.
- The Parties agree that this Contract is governed by the laws of the State of Ohio and that any action or proceeding hereto relating in any way to this Contract or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio.
- The name/organization agrees not to use CSU's name, seal, logo, or other CSU identification in advertising or promotional literature, except to note the location of the event. The name/organization further agrees not to imply, in any way, the sponsorship by CSU of any event without the express written permission of CSU. CSU's Department of Marketing and Public Relations reserves the right to approve in advance and in writing all forms of advertising or publicity which include CSU's name, seal, logo, or other CSU identification.
- At the name/organization's expense, CSU, in its sole discretion, shall determine and control security

arrangements for the name/organization's event including, but not limited to, numbers, type, placement, and use of security personnel.

- The name/organization agrees to comply with CSU's Smoke Free Environment policy which prohibits smoking on campus. The name/organization further agrees to comply with Ohio's Indoor Smoking Ban, Ohio Revised Code 3794, as it applies to CSU.
- All amplified music including but not limited to public address systems, boom boxes, bands, and disc jockeys must be kept at low levels inside and outdoors. We must be respectful of other patrons in the building, as well as, the residents and neighborhoods surround the Recreation Center.
- The copier located at the Recreation Center administrative office suite is for office use only. We do not allow facility rentals to access the copier for any reason. Please make all copies before the facility rental takes place.
- This Contract is not binding upon CSU until signed by both CSU and name/organization. The person signing this Contract on behalf of name/organization certifies that he/she signs as a properly authorized representative of the name/organization. Any modifications to this Contract must be made by written addendum signed by CSU's Campus Recreation Services and the name/organization and attached hereto. The terms of this Contract are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable. The waiver by CSU of any provision of this Contract on any occasion and upon any particular circumstances shall not operate as a waiver of such provision on any other occasion or upon any other circumstances. The headings used in this Contract are not a part of this Contract and shall have no effect upon the construction or interpretation of any part thereof.
- On October 29, 2009, as part of its

plan to address current issues in men's basketball recruiting, the NCAA Board of Directors sponsored legislative proposal 2009-100A. This proposal, adopted by the membership as NCAA Bylaw 13.11.1.8, and effective April 28, 2011, states: An institution [including any institutional department (e.g., athletics, recreational/intramural)] shall not host, sponsor or conduct a non-scholastic basketball practice or competition in which men's basketball prospective student-athletes (see Bylaw 13.11.1.2) participate on its campus or at an off-campus facility regularly used by the institution for practice and/or competition by any of the institution's sport programs. Prospective student-athlete refers to boy's 7th - 12th grade, girl's 9th - 12th grade and junior college athletes. This legislation was adopted to address the proliferation of non-scholastic events being planned and operated in an attempt to assist institutions with recruiting opportunities. For purposes of Bylaw 13.11.1.8, a non-scholastic event is defined based on the entity or person conducting the event, not by the event participants. An event is not a scholastic event simply because the participating teams are high school teams but rather whether a scholastic entity is operating the event. In reviewing whether an event is a scholastic or non-scholastic event, please consider the following:

- Who or what organization contacted the institution or contest facility to schedule the event?
- Who or what organization will be signing the facility rental agreement?
- Who or what organization will be responsible for insuring the event?
- Who or what organization will be advertising or promoting the event?
- We encourage compliance staff's to work closely with their facility managers in reviewing all facility rental agreements before signing. Should you have any questions, please do not hesitate to contact a member of the NCAA enforcement basketball staff.