Middlesex College ("the College") reserves the right to accept or reject any request for the use of facilities and to impose additional requirements other than those named in these guidelines.

2. College activities take precedence over requests by others to use College facilities.

3. The College reserves the right to change any requested space to alternate space or to cancel any event should there be an operational, physical or weather emergency. The College website announces all delays or closures.

4. A rental fee for external users of the College facilities will be paid to the College according to the Facilities Guidebook with the exception that Middlesex County agencies are not charged.

5. If it becomes necessary to cancel use of facilities within thirty days of the event, a 50% cancellation fee will be imposed.

6. The College maintains a smoke and tobacco free environment. Smoking and open flames are prohibited. No electronic cigarettes, cigars, other smoking devices, or any use of tobacco or nicotine products are allowed.

7. Organizations using the facility must represent that their eligibility for membership is on a constitutionally non-discriminatory basis.

8. Any printed literature to be distributed must include a disclaimer stating that Middlesex College does not support or endorse the organization. Furthermore, the College reserves the right to approve or reject printed materials that are to be distributed as to the appropriateness in accordance with College guidelines.

9. Signage, decorations, or other publicity materials will not be placed anywhere on campus. Requests must be submitted and all installations must be placed by college personnel. No modifications to Middlesex College facilities are to be made without approval of the Event Manager and the Executive Director of Facilities Management or their designees.

10. The organization using College facilities is responsible for the behavior of the individuals participating in their activities. Those in attendance must maintain the highest standards of conduct and demonstrate respect and responsibility for the facilities and College guidelines. Organization assumes responsibilities for any and all damages caused by the organization or the organization’s guests, invitees, or other persons attending the function, in any other part of the buildings or any other part of the campus. The College reserves the right to exclude or eject any and all persons from the function without liability.

11. Middlesex College shall have no responsibility, obligation, or liability of any type or nature with respect to the event, other than making available the facility or providing any other services set forth in the fully-executed rental agreement on the date and time noted in the agreement.

12. Middlesex College shall have no responsibility for any liability, claims, or damages for the use of the facility. The lessee shall be solely responsible for and shall protect, indemnify, and hold harmless Middlesex College and its Board of Trustees and its officers, agents, and employees from and against any claims, liabilities, loss, damage, cost, or expense arising from, relating to, or caused by the event including, but not limited to, any bodily or property damage sustained by any individual or by Middlesex College including theft or damage to any part of the facility or any other claims, demands, damages, or liabilities of any type or nature.
13. The external organization or individual using the College’s facilities agrees to take all necessary precautions to assure the physical safety of participants and full preservation of College property, as well as to release the College from any liability or responsibility in conjunction with the use of the rented facilities.

14. It is the College’s goal to transact all business in a manner that creates the lowest possible level of risk or financial responsibility for the College. In addition, transacted business must be consistent with the College’s Mission and Strategic Plan.

15. The College may designate an event monitor, when in the opinion of the College such a person is necessary.

16. The College Police shall determine if additional security services need to be provided.

17. At least one representative of the organization requesting the use of College facilities must be identified and present for the entire duration of the event.

18. The organization agrees to pay all payroll expenses including custodial, maintenance staff and overtime as a result of use of the facility and for security services, event monitors and equipment operators if deemed necessary by the College. Organizations are charged overtime fees for the entire duration of their event and one hour prior to and one hour after the event. If personnel costs increase within the fiscal year, the organization renting is responsible for paying the difference.

19. College facility will at no time contain any matter which may incite violence, discriminatory or unlawful activity.

20. The College complies with laws dealing with disabilities. The College affords reasonable accommodations for persons with disabilities. If a member or participant in the external organization’s activity requires further accommodation, that organization shall be responsible for providing same.

21. The New Jersey Uniform Fire Code requires permits for certain activities. Applications for permits must be made directly to the County Fire Marshall in Sayreville.

22. Organizations are responsible for full compliance with applicable federal, state and local statutes including fire safety regulations.

23. No activities shall exceed the maximum capacity for rooms, as determined by the College. Any requests for audiovisual equipment, setup, or changes to the general event must be made 5 business days before the event date. If they are not, the college may not be able to accommodate the request.

24. Prior to the start of any event the following must be announced. “In case of fire or emergency, please leave the building immediately. The emergency exits are located (point them out). Proceed away from the building. Do not re-enter the building unless cleared by the Fire department or the College Police department.”

25. In case of emergency, call 911 or 2500 from a campus phone.

26. Emergency exits may not be blocked at any time for any reason.

27. NO EXTERNALLY-HIRED CATERING SERVICES OR OUTSIDE FOOD IS PERMITTED TO BE BROUGHT AND USED ON THE MCC PREMISES without prior permission. The College’s food vendor has first right of refusal. Any and all food – including all forms of outside catering services or beverages – brought into College facilities for consumption or distribution without express written consent of the College will result in termination of the scheduled event. Organizations that use an external caterer will be charged a $200 exclusivity fee. Any external caterer used must provide the college with a certificate of liability insurance that meets the requirements on the last pages of this document, naming the college as the Additional Insured. Additionally, the College exercises its sole right to sell food and beverages on its premises from any and all concession stands with all proceeds from such sales remaining with the College. Alcohol is prohibited on campus, exceptions for special events may be made by the President.
prior to the event. The sale of any alcoholic beverages anywhere on the MC campus or within its facilities is strictly prohibited.

28. Parking is limited to the designated parking lots. All cars parked elsewhere will be ticketed or towed at the owner’s expense. It is required to use loading docks to unload material unless it is approved by the college in writing to use other locations.

29. In the event a dispute or controversy arises regarding the meaning, intent or interpretation of this guideline, the interpretation of the College shall govern.

30. The College is closed on Sundays during the Spring, Fall and Winter Semesters. During the Summer Semester the college is closed from Friday-Sunday. If an event is held on a day when the college is closed the group will be charged an extra $1,500 on top of rental and personnel costs.

31. No banners, displays or signs may be erected or affixed in any manner without the prior approval of the Event Manager. Pre-approved signage is permitted in the private function areas only. All signage must be free-standing or placed on an easel. Nothing may be posted on, taped to, nailed to, screwed to or otherwise attached to windows, doors, columns, walls air vents, ceilings, floors or other parts of the building or furniture. Use of smoke and fog machines is not permitted. All signage/displays must be removed immediately at the conclusion of the event.
Performing Arts Center & Studio Theater Guidelines:

The rental guidelines will be determined by the following criteria:

1. No strollers in seating area, handicap seating area, or in aisles. Park strollers in designated area in the PAC lobby
2. No food or drink in the PAC or Studio Theater at any time
3. Ushers and front of house services must be provided by the organization and must be present during seating
4. Only College employees may operate equipment in the PAC. All equipment requests or setup requests must be made 5 business days prior to the event date or else they will not be honored.
5. Only College employees, performers and backstage staff for the organization are allowed on stage. Once the event has ended the public must exit the theater. No one from general seating is allowed on stage before or after the event.
6. Rental rates do not include personnel cost. Organization must pay for equipment and personnel cost
7. When reserving the Performing Arts Center Theater more than 6 (six) months prior to your event date a non-refundable $425 fee will be charged in order to hold the date. This fee will be deducted from your total invoice. If the payment is not made within 7 (seven) days upon confirmation by the Event Services department, the date will be released and your event will be cancelled.

The following forms are to be obtained and completed:

- Facilities Use Contract, Indemnification Agreement and Certificate of Insurance Agreement
- All completed materials and forms are to be returned to the College office at least fifteen (15) days prior to the date of the event. If they are not, your event may be cancelled.

Paying for your event:

- Half of the payment is due 30 (thirty) days prior to your event. Payment can be made via check written out to “Middlesex College”, by cash, or by credit card.
- Final payment of the balance of your event must be paid 15 (fifteen) days prior to the event. Payment can be made via check written out to “Middlesex College”, by cash, or by credit card. Once the final payment is received, you will be sent an email with a new invoice showing that you have paid and have a balance of $0 owed to the college.
INSURANCE REQUIREMENTS FOR EVENTS

In conjunction with entering into a Facility Use Agreement, all entities (Licensee) desiring to rent facilities at Middlesex College must provide a certificate of insurance prior to occupying the premises. Any professional services provided on campus by licensee must first be reviewed and approved, and related insurance coverage must be provided.

1. **Indemnification of College.** Licensee agrees to indemnify and save harmless the College, its officers, employees and agents from any loss, damage, liability, costs and/or expenses, including but not limited to attorney fees that may arise during or be caused in any way by use of the College facilities and equipment by Licensee or invitees of Licensee. This indemnification shall be executed as part of the required forms listed in the Middlesex College Facility Guidelines.

2. **Insurance.** During the period of its use of the Licensed Premises Licensee agrees to maintain the following insurance coverage with an endorsement naming the Middlesex College as an “additional insured.”
   - **General Comprehensive Liability** insurance with coverage of:
     - $1,000,000 for property damage, bodily injury or death per occurrence
     - General Aggregate: $3,000,000
   - **Commercial Automobile Liability** (if applicable) insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence with respect to Usher’s owned, hired, and non-owned vehicles.
   - **Worker’s Compensation** coverage for employees and contractors of Licensee.
     - Non-profit organizations that are volunteer based and organizations that do not have employees are exempt from providing the college worker compensation coverage. All other types of organizations must provide the college proof of workers comp insurance.

The insurance policy must be endorsed with the following language:

*The College, The Board of Trustees, its agents, servants and employees are named as an additional insured and that the guideline had been endorsed to include contractual liability coverage.*

The Certificate Holder must be stated on the certificate as:

Middlesex College
2600 Woodbridge Avenue
Edison, NJ 08818-3050

The insurance policy shall contain a provision that at least thirty (30) days prior written notice shall be given to the College of cancellation of coverage. Certificates of Insurance shall be filed with Middlesex College ten (10) days prior to the licensed event. Middlesex College reserves the right to make additional requests for insurance for special events.
SAMPLE CERTIFICATE OF INSURANCE

*Notes for the requirements are listed in RED*

ACORD

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ABC Insurance Group
123 ABC Ave.
New York, NY

INSURED
COMPANY NAME
COMPANY ADDRESS

The name of the group renting the space should be listed as the Insured Organization.

COVERAGE NUMBER

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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Automobile Liability

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Umbrella Liability

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Workers Compensation and Employers Liability

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Event Date Must Fall Between the Policy EFF Date and Policy EXP Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is listed as Additional Insured.

The College, The Board of Trustees, its agents, servants and employees are named as an additional insured and that the guideline had been endorsed to include contractual liability coverage.

The language above must be listed in the Description of Operations box.

CERTIFICATE HOLDER

Middlesex College must be listed as the Certificate Holder and the address below should be listed.

Middlesex College
2600 Woodbridge Ave.
Edison, NJ 08818-3050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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