

The logo for Middlesex College features a stylized 'M' and 'C' intertwined in blue and green. To the right of the logo, the word 'MIDDLESEX' is written in green, 'COLLEGE' in blue, and 'FACILITY GUIDELINES' in blue below it.

MIDDLESEX COLLEGE FACILITY GUIDELINES

- 1.** 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 Guidelines 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. The event shall be advertised or promoted by renter at renter’s sole cost and expense. Under no circumstances will the College list the event on the college website. The College should not be listed as a co-sponsor on any advertising and will not honor requests to co-sponsor events on social media.
- 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. Organizations are responsible for full compliance with applicable federal, state and local statutes including fire safety regulations.
- 22.** 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.
- 23.** Congregating in the hallways is prohibited by order of the County Fire Marshal. Additional space must be rented for participants during times when they will not be in their primary location. Hallways are intended as a means of egress. A limited number of tables for registration, snacks, or information are able to be set up in designated locations only as permitted by the College's Event Services Team. Emergency exits may not be blocked at any time for any reason.
- 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.** NO EXTERNALLY-HIRED CATERING SERVICES OR OUTSIDE FOOD IS PERMITTED TO BE BROUGHT AND USED ON THE MC 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.
- 26.** 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.
- 27.** In the event a dispute or controversy arises regarding the meaning, intent or interpretation of this guideline, the interpretation of the College shall govern.
- 28.** Approval from the Event Services Department is required for any banners, signs, or displays. Pre-approved signage is allowed in private function areas only and must be freestanding or placed on an easel. Do not attach anything to windows, doors, walls, or furniture. Smoke and fog machines are not allowed, and all signage or displays must be removed promptly after the event
- 29.** It is the Licensee's sole obligation to inspect the facilities prior to each use. Licensee shall also identify any unsafe conditions and take appropriate action to repair, warn and give notice. If the unsafe condition is the College's responsibility, the Licensee must give notice to the College but continue to take action to warn and safeguard all spectators, participants and employees of the unsafe condition until the College makes the necessary repairs.
- 30.** Organizations utilizing the College space shall be responsible for their own cash security when charging admission or conducting any activity involving monetary transactions. It is the responsibility of the organization to ensure that any monetary transactions are in compliance with applicable federal, state, and local laws.

Performing Arts Center & Studio Theater Guidelines

1. Ushers and front of house services must be provided by the organization and must be present during seating
2. 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.
3. 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.
4. Rental rates do not include personnel cost. Organization must pay for equipment and personnel cost
5. There is no food, candy or drink (except bottled water) allowed in the theater at any time.
6. 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.
7. Seating capacity of the Performing Arts Center Theater is 438 seats. No “standees” are permitted at any time. No additional chairs can be placed anywhere in the theater. The audience is not permitted to sit or stand in the aisles. We reserve the right to evict “standees,” persons blocking the aisles or any other person refusing to follow the Performing Arts Center Theater rules and regulations.
8. Open flames are not permitted on stage as per N.J. Fire Code N.J.A.C. 5:10-3,308.3
9. NJ Fire Code N.J.A.C. 5:70-3, 403 requires that there be no obstructions to aisles or means of egress in the house (audience seating area). Video cameras and the like may only be set up in very specific places and arrangements for their use must be made at least four weeks in advance. Cables must be run so they pose no hazard and be taped down with gaffer tape. NO DUCT TAPE. Pyrotechnics are not permitted in the Theater or anywhere on campus.
10. If Marley floor is needed, renter to notify the Performing Arts Center Theater Staff & Event Services Team in advance. If needed, Marley floor is available upon request. Additional labor will be built into tech hours for laying Marley as well as an additional fee to use the Marley.
11. The College also requires that all scenery is reasonably flameproof. A flame retardant must be applied to all cardboard, foam core, cloth or paper used as scenery or major set decorations. Under no circumstances will we allow safety to be compromised.
12. We expect respect for the facility. The theater is a potentially hazardous space therefore should never be the site for horseplay, yelling, running, touching equipment without permission, or exploring unknown areas.
13. Service dogs are welcome and must have a vest or harness that distinguishes them. No emotional support animals are permitted and it is the responsibility of the renter to relay that policy to their patrons.
14. All facilities will be inspected at the conclusion of the rental event. If there is damage to the facility or equipment incurred by renter, fees will be deducted from the damage deposit.
15. Helium balloons are not permitted in the lobby, on stage or in the theaters.
16. Furniture in the lobby may not be moved. The stairs, doorways or fire exits cannot be blocked in any manner. All lobby displays, signs and posters must be free standing or on an easel. Taping these items to the walls, windows or doors is not permitted.
17. Renter must inform Events Services if wireless access or livestreaming is needed. Events Services to provide information on how to access. Requests must be made three weeks in advance.
18. Staffing Requirements for Events in theater
 - Two Custodians on the day of show/performance
 - One Police Officer on the day of show/performance
 - One Technical Supervisor and three Stage Technicians (lighting, audio and deck) are required at a minimum for rehearsal and day of show/performance.
 - NOTE: Additional staff/crew may be required, depending on the needs of the event).

Application

All external users will be required to fully complete and submit an "Application for Facilities Use." This is an electronic application found here: <https://middlesexcollege.edu/event-services/request-space/> . Submission of the Application does not guarantee approval of the request. By submitting this application, applicants certify that they have read, understand, and consent to the terms of usage of the College. Applicants are not approved until they receive an email from events@middlesexcc.edu confirming same. Any questions can also be directed to events@middlesexcc.edu.

Internet Access

Complimentary Wi-Fi is available in most public spaces. The College cannot provide computers or hard-wired Internet access. Licensee also agrees to comply with College IT policies and acknowledges cost for services beyond the standard as outlined in this Contract.

Communication with the College

- Licensee must provide the College's Office of Event Services with after-hours staff contact number, an accurate schedule, and an accurate roster of day, residential, and staff participants and guests.
- Licensee must provide immediate notification to the College's Police Department of all injuries, incidents and emergencies.
- Licensee must provide a finalized and most current program schedule, details and content of the program or event, anticipated attendance, and safety guidelines to Events Services team prior to the event.
- Injuries must be reported by the Licensee to Middlesex College immediately.

The following forms must be obtained prior to the event

- 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**. The remaining balance (Final Payment) for 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 (MasterCard, Visa or Discovery). 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.
- 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.

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.”
 - a. General Comprehensive Liability** insurance with coverage of:
 - \$1,000,000 for property damage, bodily injury or death per occurrence
 - General Aggregate: \$3,000,000
 - b. 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.
 - c. Worker’s Compensation** coverage for employees and contractors of Licensee.
 - Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the Licensee and any of Licensee’s contractors and subcontractors who will be engaged in the performance of this Contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Lower primary limits will be accepted if employer’s liability insurance is included under umbrella insurance and the umbrella limit exceeds the above employer’s liability limit requirements.
 - 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.
 - d.** The Licensee shall require all contractors and subcontractors, agents and franchisees to comply with all of the insurance requirements described above. The Licensee shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each contractor, subcontractor, agent and franchisee prior to their beginning work at the College. The Licensee shall provide copies of all contractors, subcontractors, agents and franchisees certificates of insurance to the College upon request.
 - e.** 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.

The insurance policy must be endorsed with the following language in the Description of Operations section of the COI:

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

SAMPLE CERTIFICATE OF INSURANCE

*Notes for the requirements are listed in **RED***



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PRDE

DATE (MMDDYYYY)

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	CONTACT NAME: PHONE (A.C. No. Ext): _____ FAX (A.C. No): _____ E-MAIL ADDRESS: _____ <hr/> <table style="width: 100%;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A :</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED COMPANY NAME COMPANY ADDRESS	<p style="color: red; font-size: small;">The name of the group renting the space should be listed as the Insured Organization.</p>														

COVERAGES **CERTIFICATE NUMBER:** **REVISION 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 HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Particp GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER: _____	Y	TBD	12/09/2018	12/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 _____ \$ _____
	Must have an X or Y in the ADDL INSD column Event Date Must Fall Between the Policy EFF Date and Policy EXP Date					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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. <hr/> AUTHORIZED REPRESENTATIVE
--	--