



# MIDDLESEX COLLEGE FACILITY GUIDELINES

- 1.** Middlesex College (“the College”) reserves the right, in its sole discretion, to accept or reject any request for the use of its facilities. The College may also impose additional requirements beyond those stated in these guidelines based on the nature of the event, security concerns, operational needs, or other considerations deemed necessary for the safety and welfare of the College community. All decisions regarding facility usage are final and not subject to appeal. The College further reserves the right to modify, cancel, or revoke approval for facility use at any time if the terms and conditions outlined in this agreement are not met, if the event is determined to conflict with the College’s operations, policies, or mission, or in response to unforeseen operational or emergency circumstances. The College is not liable for any damages or losses incurred due to such modifications or cancellations.
- 2.** College activities take priority over external requests for facility use. The College reserves the right to reassign requested spaces to alternate locations or cancel events in the event of operational, physical, or weather-related emergencies. Any delays or closures will be announced on the College website.
- 3.** A rental fee for external users of the College facilities will be paid to the College according to the Facility Guidelines with the exception that Middlesex County agencies are not charged.
- 4.** The College reserves the right to terminate this agreement and immediately suspend any event if the organization fails to comply with the terms of this agreement, violates College policies, or engages in actions that endanger the safety or wellbeing of the College community, without liability to the College. The organization is fully responsible for the behavior of its participants and assumes full responsibility for any damages caused by the organization or its attendees. This includes damages to College property, personal injury, and any other claims. The organization agrees to indemnify, defend, and hold harmless the College and its Board of Trustees, officers, agents, and employees from any claims, liabilities, damages, losses, costs, or expenses arising from such damages, injuries, or other claims. If the event is canceled within 30 days of the scheduled date, a 50% cancellation fee will apply, and the College is not liable for any losses incurred by the organization. The organization is also responsible for covering any additional fees associated with cancellation.
- 5.** The College maintains a smoke- and tobacco-free environment. Smoking, open flames, and the use of electronic cigarettes, cigars, or any other smoking devices or tobacco/nicotine products are strictly prohibited. Additionally, the College’s facilities shall not be used for any activities or contain materials that may incite violence, discrimination, or unlawful behavior.
- 6.** Organizations using the facility must represent that their eligibility for membership is on a constitutionally non-discriminatory basis.
- 7.** 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.
- 8.** Middlesex College’s responsibility is limited to providing the facility and any services specifically outlined in the executed rental agreement. The College will not be liable for any damages, claims, or losses incurred by the organization or its participants, including but not limited to losses related to event cancellation, disruptions, or incidents beyond the control of the College. The organization agrees to release and hold harmless the College from any liability, claim, or damages arising out of the event.
- 9.** The organization agrees to cover all payroll costs for custodial, maintenance, security, event monitors, and equipment operators as required by the College. Overtime fees apply for the event duration plus one hour before and after. Any fiscal-year personnel cost increases will be the organization's responsibility.
- 10.** The College may assign an event monitor if deemed necessary and will coordinate with its Police Department to determine if additional security services are required. Additionally, at least one representative from the organization must be identified and present for the entire duration of the event.

- 11.** The lessee must notify the College of significant changes to the event, including schedule, attendance, or activity modifications. The event must not exceed room capacity, and all setups must comply with safety and fire code regulations. Requests for audiovisual equipment or modifications must be made at least five business days in advance. Outside food or catering is not allowed without prior approval. External caterers must pay a \$200 fee and provide insurance naming the College as an Additional Insured. The College retains exclusive rights to sell food and beverages on campus, and alcohol is prohibited unless authorized by the President. Unauthorized food or alcohol will result in event cancellation.
- 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 College complies with all laws related to disabilities and provides reasonable accommodations for individuals with disabilities. If a member or participant in the external organization's activity requires further accommodation, it is the lessee's responsibility to provide it. The lessee must also ensure that all activities on College property comply with local, state, and federal laws, including health and safety regulations, fire codes, environmental laws, and College policies. This includes following health and safety standards, fire safety codes, ADA accessibility requirements, obtaining necessary permits, and providing proof of required insurance coverage. The College reserves the right to request proof of compliance at any time. Failure to comply with these requirements may result in the suspension or termination of the event, and the lessee will be responsible for any fines or liabilities incurred. Permits may be required under the New Jersey Uniform Fire Code for certain activities and must be obtained from the Sayreville County Fire Marshal. The lessee is responsible for ensuring full compliance with all applicable regulations, including fire safety standards.
- 14.** Congregating in hallways is prohibited by the County Fire Marshal. Additional space must be rented for participants when not in their primary location. Limited tables for registration or snacks may be set up in designated areas approved by the Event Services Team. Emergency exits must remain unobstructed at all times.
- 15.** Before the event begins, the following announcement must be made: "In case of fire or emergency, please exit the building immediately. Emergency exits are located (point them out). Move away from the building and do not re-enter until cleared by the Fire Department or College Police."
- 16.** 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.
- 17.** In the event a dispute or controversy arises regarding the meaning, intent or interpretation of this guideline, the interpretation of the College shall govern.
- 18.** Approval from Event Services is required for all banners, signs, or displays, which must be freestanding or on an easel in private function areas only. No attachments to windows, doors, walls, or furniture are allowed. Smoke and fog machines are prohibited. All signage must be removed promptly after the event. Installations must be performed by College personnel, and no modifications to facilities are permitted without approval from the Director of Event Services or their designee.
- 19.** The Licensee is responsible for inspecting the facilities prior to each use to identify any unsafe conditions and take appropriate action to address, warn others, and report the issue. If the unsafe condition is the College's responsibility, the Licensee must notify the College promptly while continuing to safeguard all individuals until the College makes the necessary repairs. After each event, the College will conduct an inspection, and any damage caused by the Licensee or their guests will result in additional fees. The Licensee is responsible for covering the full cost of repairs or replacements, as no damage deposit will be collected. The College reserves the right to determine the extent of the damage and assess the corresponding charges.
- 20.** 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 following applicable federal, state, and local laws.

# Performing Arts Center & Studio Theater Guidelines

- 1. Facility Personnel and Staffing:** The organization is responsible for providing ushers and front-of-house services during the event. Only College employees may operate equipment in the Performing Arts Center (PAC), and all equipment and setup requests must be submitted at least five business days prior to the event. Staffing requirements include:
  - Two Custodians on the day of the event
  - One Police Officer on the day of the event
  - One Technical Supervisor and three Stage Technicians (lighting, audio, and deck) for rehearsals and the event
  - Additional staff/crew may be required depending on the needs of the event, and any staffing costs are the responsibility of the organization.
- 2. Access and Stage Use:** Only College employees, performers, and backstage staff are permitted on stage. Once the event concludes, the public must exit the theater, and no one from general seating is allowed on stage before or after the event. The College reserves the right to evict individuals who violate these rules.
- 3. Theater Rules and Capacity:** The Performing Arts Center Theater has a seating capacity of 438. No “standees” are permitted at any time, and additional chairs cannot be placed in the theater. The aisles must remain clear, and violators of these rules may be evicted. The College reserves the right to enforce these regulations to ensure safety and compliance with fire codes.
- 4. Flame Safety and Fire Regulations:** Open flames are prohibited on stage (as per N.J. Fire Code N.J.A.C. 5:10-3,308.3), and all scenery must be flameproof. A flame retardant must be applied to all materials such as cardboard, foam core, cloth, or paper used for set decoration. Additionally, no obstructions to aisles or means of egress in the audience seating area are allowed per N.J. Fire Code N.J.A.C. 5:70-3, 403. Pyrotechnics are strictly prohibited on College property.
- 5. Equipment and Setups:** Requests for video cameras, technical setups, or special equipment must be made at least four weeks in advance, and all cables must be run safely and taped down with gaffer tape (NO duct tape). If a Marley floor is required, the renter must notify the PAC Staff and Event Services Team in advance. An associated usage fee and labor charges will apply.
- 6. Food and Beverage Restrictions:** Food, candy, or drinks (except bottled water) are not allowed in the theater. Helium balloons are also prohibited in the lobby, on stage, or in the theater.
- 7. Furniture and Lobby Restrictions:** Furniture in the lobby may not be moved, and stairways, doorways, or fire exits must remain unblocked. All displays, signs, and posters must be free-standing or placed on an easel; taping them to walls, windows, or doors is not permitted.
- 8. Service Animals:** Service dogs, properly identified by a vest or harness, are welcome. Emotional support animals are not permitted. The renter is responsible for communicating this policy to their patrons.
- 9. Livestreaming and Wireless Access:** If wireless access or livestreaming is needed, the renter must inform Event Services at least three weeks in advance. Event Services will provide the necessary information for accessing these services.
- 10. Non-refundable Reservation Fee:** A non-refundable fee of \$500 is required to secure a date for reservations made more than six months in advance. This fee will be applied to the total invoice. Payment must be made within seven days of confirmation by the Event Services department; failure to do so will result in the cancellation of the reservation.

# IMPORTANT INFORMATION

## Application

All external users must complete and submit the electronic [Application for Facilities Use](#). Submission does not guarantee approval. By submitting, applicants agree to the College's terms of use. Approval is confirmed only via email from [events@middlesexcc.edu](mailto:events@middlesexcc.edu), which can also be contacted for questions.

## Internet Access

Complimentary Wi-Fi is available in most public spaces; however, the College does not provide computers or hard-wired Internet access. The licensee agrees to comply with College IT policies and accepts responsibility for any costs associated with additional services beyond those outlined in this contract.

## Communication with the College

The Lessee must provide the Office of Event Services with an after-hours contact number for staff, an accurate event schedule, and a detailed roster of all participants, including day attendees, residential attendees, and staff. Additionally, the Licensee is required to submit a finalized program schedule, event details, anticipated attendance, and safety guidelines prior to the event. In the event of any injuries, incidents, or emergencies, the Licensee must immediately notify the College's Police Department and promptly report any injuries to Middlesex College.

## Catering and Food Policy

Outside food or catering is not permitted without prior approval from the College. Food for events can be ordered through [Momentum Catering](#). If external catering is approved, the lessee must pay a \$250 fee and provide proof of insurance that names the College as an Additional Insured.

## Audiovisual Equipment Availability and Costs

Audiovisual equipment is available for events at a cost of \$300 per room, with additional charges based on the specific needs of the event. Equipment requests must be submitted at least five business days prior to the event. If the equipment requires operation outside of normal working hours or on weekends when staff is unavailable, the organization will be responsible for paying overtime for a Media Technician to operate the equipment. To request audiovisual equipment, please complete the form at the following link: [Audiovisual Equipment Request Form](#).

## Administrative & Additional Fees

All organizations renting Middlesex College facilities are subject to a 7% administrative fee, calculated based on the total event cost, including rental fees, personnel costs, and other associated fees. This fee supports event coordination, planning, and staff resources. To enhance your event, the Event Services Office offers amenities such as tablecloths, staging, livestreaming services, and essential audiovisual equipment like podiums, microphones, laptops, projectors, and screens, all available for an additional cost. A \$200 per day charge will apply to event organizers requiring extra space to store equipment or materials before, during, or after their event. Additionally, a custodial fee of \$250 may be charged at the discretion of the Director of Event Services to cover cleaning supplies and setup required to maintain the event space. Please note that additional charges may apply for any special requests or customized services that exceed the standard event setup.

# PAYMENT & PROCESSES

## Required Forms

The following documents must be submitted to the College at least fifteen (15) days prior to the event date to avoid event cancellation:

- Facilities Use Contract signed via DocuSign
- Indemnification Agreement signed via DocuSign
- Certificate of Insurance

## Payment Policies

- **Deposit and Payment Schedule:** A non-refundable deposit of 50% of the total event cost is due within 30 days of confirmation in order to secure the reservation. The remaining balance is due 15 days prior to the event. If payment is not received by this deadline, the College reserves the right to cancel the reservation and release the event date. Payments can be made via check (payable to "Middlesex College"), cash, or credit card (MasterCard, Visa, or Discover).
- **Reservation Fee:** For reservations made more than six months in advance, a non-refundable \$500 fee is required to hold the date. This fee will be applied toward the final invoice. If payment is not received within seven days of confirmation, the reservation will be canceled, and the event date will be released.
- **Late Payment:** If payment is not received by the specified deadlines, a late fee of 5% of the total event cost will be applied for each day the payment is overdue. If payment is not made within 30 days of the due date, the College reserves the right to cancel the event and retain the deposit. Additionally, the College may pursue the collection of any outstanding balance through collections or any other legal means necessary.
- **Refunds:** In the event of a cancellation by the Licensee, all payments made are non-refundable. If the College cancels the event for any reason, the Licensee will receive a full refund for payments made, excluding the non-refundable deposit.

# 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 must ensure that all contractors, subcontractors, agents, and franchisees comply with the insurance requirements outlined above. The Licensee is responsible for obtaining and providing the College with certificates of insurance, including any renewals, for each contractor, subcontractor, agent, and franchisee before they begin work on College premises. Copies of these certificates must be provided 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 (15) 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 (MM/DD/YYYY)

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).

<b>PRODUCER</b>  ABC Insurance Group 123 ABC Ave. New York, NY		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
<b>INSURED</b>  COMPANY NAME COMPANY ADDRESS		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

### 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 MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LIB	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Particip GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	TBD		12/09/2018	12/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E.A. 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (E.A. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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

### CANCELLATION

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

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