

## **CEC Facility Use Rules and Requirements**

The University of Pittsburgh's Community Engagement Centers facilitate collaborations between the University faculty, staff, students, and members of our local communities. The CEC accommodates ongoing programs as well as one-time events.

Not all rooms within the CEC are able to be reserved. For those rooms that are able to be reserved, they are reserved and scheduled at the discretion of the CEC staff using this use-hierarchy, with first preference given to #1 on the list, second preference given to #2, and so-on:

1. Mutually-beneficial programs or events produced by University and community members working in collaboration
2. Community-benefitting services or programs provided by University units and personnel (working on behalf of the University) as part of their unit's core missions of teaching, research, and service
3. Learning activities that promote University faculty, staff, or students learning about the community or community members learning about the University
4. Community events and meetings that are of public benefit or about the positive development of the community (e.g. community council meeting, lecture, workshop)

Any person, group, or entity that requests to reserve a room or rooms in the CEC ("CEC User") must follow the established procedure to reserve rooms and must comply with the CEC Facility Use Rules and Requirements detailed in this document. Additionally, each CEC User's employees, agents, invitees, and contractors must also comply with the CEC Faculty Use Rules and Requirements detailed in this document.

Programs and Events at the CEC – The CEC cannot be reserved for programs or events that are related to political campaigns, private celebrations (e.g. weddings, graduation parties), partisan political activities, or illegal activities. All programs and events at the CEC must be related to the University's mission of teaching, research, and service.

Non-Discrimination – The University does not discriminate on the basis of disability, race, color, religion, national origin, ancestry, genetic information, marital status, familial status, sex, sexual orientation, age, veteran status, or gender identity and expression. Therefore, the programs and activities that take place at the CEC may not discriminate on these bases, and the CEC staff reserve the right to cancel or suspend a program or activity that violates the University's policy on non-discrimination.

Operating Hours and Fee – Rooms can only be reserved for events or programs (including set-up and clean-up time) occurring within the CEC's normal operating hours. CEC staff and security personnel must be on site for the duration of the event or program, including set-up and clean-up. The opportunity to schedule programs or events occurring outside of normal operating hours, will depend on staff availability during the program or event time and will incur a fee to cover the cost of security personnel. Generally, there is no fee for reserving rooms at the CEC. The CEC Users may incur costs for: (i) janitorial or maintenance services that are extraordinary and required as a result of the CEC User's use of the CEC; (ii) repair costs if any property at the CEC or the premises itself is damaged as a result of the CEC User's use of the CEC (as further described below); (iii) additional security personnel, as needed within the University's discretion; and (iv) any operational expenses, including, but not limited to, set-up, clean-up, and medical expenses, that are incurred by the University.

Food and Beverages – With advance approval, food and beverages are permitted in CEC rooms, with the exception of computer lab and science lab facilities. The CEC does not provide in-house catering or beverage services. We encourage you to "spend local"—to use local food and beverage purveyors found within the neighborhood. No alcohol or drugs are permitted on the premises at any time.

Relocation of Events or Programs – The CEC staff reserve the right to relocate scheduled events elsewhere in the facility. Relocation may be based on a variety of reasons, including, but not limited to, projected or actual size of attendance, reason for use, and specific need for technology that is only available in some rooms.

Refusal of Reservation – The University reserves the right to refuse reservation of any room or portion of the CEC for any reason, including, but not limited to, a proposed use being outside of the use-hierarchy established within these CEC Facility Use Rules and Requirement, previous failure to appropriately use any room or portion of the CEC, previous failure to leave any room or portion of the CEC in a clean and orderly manner, or lack of communication with CEC staff leading up to the scheduled time or date of the event or program.

Premises – Each CEC User acknowledges and agrees that the CEC and any University property is available for use “as-is” and that the University makes no guarantees as to the condition of the CEC or any other University property. The University shall not be liable for any injury or damage to the CEC User, its employees, agents, or invitees or any of their property.

Permitted Use – Each CEC User agrees to use the CEC for the sole purpose of conducting the program approved by the University and for no other purpose. All uses of the CEC must be coordinated with and approved by the CEC Director.

No Facility Alterations – The CEC Users shall not make, nor permit, any alterations, additions, or improvements to the CEC facility.

Compliance – Each CEC User shall comply with and conform to all federal, state, and local statutes, laws, ordinances, and regulations and all University policies, rules, and regulations when using or occupying the CEC. Each CEC User must obtain and maintain all required clearances, licenses, or permits, at its own expense. The University has the right to make such rules and regulations as are necessary or advisable for the safety, care, cleanliness, condition, or good order of the University’s property.

Hazardous Substances – Each CEC User shall not cause or permit the escape, disposal, or release of any hazardous substances (as defined by any federal, state, or local law) on, in, or under the CEC or any other property of the University. Each CEC User shall not allow the storage or use of such substances in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances, nor allow any such substances to be brought onto the University’s property except as approved, in writing, by the University.

Americans with Disabilities Act – With respect to any and all activities of each CEC User, each CEC User recognizes and acknowledges that it is subject to the provisions of the federal Americans With Disabilities Act and other applicable disabilities laws, as amended (collectively, the “ADA”). Each CEC User will apprise himself/herself/itself with the access into, around, and out of the CEC, together with the common areas, and accepts such access, common areas, and other conditions of the CEC as adequate for all responsibilities under the ADA. To the extent that the CEC User (or the University, at such CEC User’s request) modifies, rearranges, or sets up the CEC in order to accommodate the CEC User’s usage, such CEC User shall be responsible, at its sole cost, for ensuring that the CEC complies and continues to comply in all respects with the ADA. Each CEC User shall be responsible for any violations of the ADA that arise from such CEC User’s (or the University’s, at such CEC User’s request) reconfiguration of the seating areas or modification of other portions of the CEC in order to accommodate such CEC User’s usage. Each CEC User, at its sole cost, shall be responsible for providing auxiliary aids and services that are ancillary to the CEC User’s usage and for ensuring that the policies, practices, and procedures such CEC User, or others acting by, on behalf of, or under authorization of the CEC User, applies in connection with the approved program at the CEC are in compliance with the ADA.

CEC User Obligations – Each CEC User agrees to meet the following obligations.

1. Each CEC User agrees to take all necessary measures to prevent its employees, contractors, agents, or invitees from causing injury or loss to persons or property located at the CEC or the University’s property. Each CEC User shall be responsible for and shall indemnify and hold the University harmless from all damages to persons or property, including without limitation property of the University, caused by such CEC User or any of its agents or employees. Each CEC User shall promptly repair to the specifications of the University any damage that it or its employees or agents may cause to the University’s premises or equipment. On such CEC User’s failure to do

so within thirty (30) days after the University has given the CEC User written notice of such damage, the University may repair such damage and the CEC User shall reimburse the University promptly for the cost of repair.

2. Each CEC User agrees that in the event of an accident of any kind at the CEC, of which the CEC User is aware, the CEC User will immediately notify the CEC Director and, thereafter, furnish a full written report of such accident.

3. Each CEC User further agrees that any emergency exits located at the CEC or the University's property will be kept open for emergency ingress, egress, and regress at all times.

4. In no event shall the CEC User admit, or permit a greater number of persons to be admitted, to any part of the CEC than can be safely accommodated in the relevant portion of the CEC at any one time, as determined by the appropriate authorities.

5. Except with the University's prior written consent, each CEC User shall not make any use of any University name, symbol, trademark, service mark, design, team name, or nickname. The CEC User agrees that the University reserves the right to review and approve any advertising or communications referencing the CEC prior to publication thereof.

6. The CEC User's employees, contractors, or agents shall not be deemed for any purposes whatsoever employees, contractors, or agents acting for or on behalf of the University. The CEC User is an independent contractor and shall assume all obligations, responsibilities, and liabilities as such. Each CEC User shall be solely responsible for employees on its payroll and shall withhold and pay all applicable federal and state employment taxes and payroll insurance falling due, including any income, social security, and unemployment taxes and workers' compensation costs. No acts performed or representations, whether oral or written, made by the CEC User to, or with respect to, third parties shall be binding on the University, other than as expressly authorized herein.

Child Abuse and Protection – If the CEC User's event at the CEC will or may involve minors under the age of eighteen (18), then the CEC User must comply with the University's policy regarding activities involving minors on campus. These requirements are outlined in the attached Exhibit A.

Insurance – Unless otherwise agreed to by the University, each CEC User shall procure and keep in force at its own expense, prior to the CEC User's use of the CEC and throughout such use, full and adequate insurance coverage at minimum insurance amounts that are commercially reasonable given the CEC User's proposed use of the CEC. Each such policy shall be primary and non-contributory to the University's insurance. The CEC User shall name the "University of Pittsburgh - Of the Commonwealth System of Higher Education and its trustees, officers, agents, and employees" as additional insured on the CEC User's General and Automobile Liability policies. Certificates of Insurance shall be sent prior to the commencement of the program at the CEC to the Assistant Vice Chancellor for Community Engagement, or her designated representative.

## Exhibit A

### **University Requirements for Events Involving Minors**

Child Abuse and Protection – Prior to the first involvement of each such person in any way in each CEC User’s program at the CEC, each CEC User shall, at its sole expense, collect on, or require of, each and every one of its employees, contractors, agents, directors, partners, principals, officers, or volunteers (collectively, “**Personnel**”) who: (1) will or may be present at any time in, on, or around the CEC or other property owned, used, or occupied by the University; and (2) will or may have direct contact (defined by Pennsylvania law as a person who cares for, guides, supervises, or controls, or who has routine contact with, minors) with one (1) or more minors under the age of eighteen (18), in connection with the use of the CEC (individually, “**CEC User’s Agent**” and, collectively “**CEC User’s Agents**”), all of the following information, obtained and dated within the immediately preceding five (5) year period: (i) a Pennsylvania State Police Criminal Record Check, consisting of a report of criminal history record information from the Pennsylvania State Police (“**PSP**”) or a statement from PSP that the PSP central repository contains no such information relating to that person; (ii) a Pennsylvania Department of Human Services Child Abuse Clearance, consisting of a certification from the Pennsylvania Department of Human Services as to whether that person is named in the statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report of child abuse or indicated report of child abuse; and (iii) a report of federal criminal history record information in the form of an FBI Fingerprint Criminal History Clearance (collectively, the “**Clearances**”). The CEC User shall also perform on or collect from each of CEC User’s Agents new Clearances within five (5) years after the date of the most recent relevant Clearances.

Based at least in part on its review of the results of such completed Clearances and other background investigations, each CEC User warrants that CEC User’s Agents are, and at all relevant times will be, suitable for entry onto the CEC and other property owned, used, or occupied by the University, to have direct contact with minors under the age of eighteen (18), and to provide the approved program. Unsuitable persons include, but are not limited to, any person whose screening reveals information that would prohibit that person from working with minors under Pennsylvania law. Each CEC User also warrants that each of CEC User’s Agents who it deems suitable shall be required to timely report, within seventy-two (72) hours, any new arrests or convictions (as well as any notification that CEC User’s Agent has been named as a perpetrator in a report of child abuse made to any government department or agency authorized to investigate such reports) to the CEC User, and that the CEC User shall then immediately report the same to the University. Should the CEC User receive such a report or otherwise reasonably suspect that one of CEC User’s Agents is no longer suitable, the CEC User shall reevaluate such person’s continued suitability consistent with the above. Each CEC User warrants that it will abide by applicable laws in making suitability determinations and in reporting suspected child abuse and will also immediately report any suspected abuse occurring at the CEC or other property owned, used, or occupied by the University or involving University-related personnel to the University Police.

In addition to, and without limiting any of, the foregoing:

1. Prior to the CEC User’s use of the CEC, such CEC User must deliver to the Assistant Vice Chancellor for Community Engagement, or her designated representative: (i) a complete and accurate written list of the full names of each and every CEC User’s Agent (the “**List**”); (ii) for each, copies of the Clearances, all obtained and dated within the five (5) year period immediately preceding the event at the CEC (with any social security numbers redacted therefrom); and (iii) a written certification signed by an authorized representative of the CEC User, in form and substance acceptable to the University, stating that the CEC User has obtained and reviewed the Clearances of all CEC User’s Agents and has concluded that no CEC User’s Agent on the List poses a risk to minors under the age of eighteen (18) or to others (collectively, the “**Background Information**”).

2. If at any time the CEC User desires or intends to add Personnel for whom the Background Information was not previously provided to the University, who will or may be present at any time in, on, or around the CEC or other property of the University and who will or may have direct contact with one (1) or more minors under the age of eighteen (18) in connection with this Agreement, the CEC User shall provide the University with such Background Information two (2) calendar weeks prior to any such desired or intended addition.

3. The CEC User shall not permit any of its Personnel to be present at any time in, on, or around the CEC or other property of the University or to have direct contact with any minor under the age of eighteen (18), in connection with the program at the CEC, unless and until the CEC User has timely delivered the Background Information to the University, has allowed the University adequate time to review the same, and, for each such individual, has received the written consent of the Assistant Vice Chancellor for Community Engagement, or her designated representative.

4. Any and all of CEC User's Agents to which the University objects, based upon the University's review of the Background Information or otherwise, shall be prohibited from being present in, on, or around the CEC and other property of the University and from having direct contact with any minor under the age of eighteen (18) in connection with the program at the CEC.

Upon request by the University from time to time and during regular business hours, the University or its representatives may, at the University's own expense, inspect and audit the books, records, electronic media, and other documents of each CEC User as necessary to verify compliance with the requirements of this section. If the University's review determines that the CEC User has failed to comply with the requirements of this section, such failure shall constitute a material breach of the CEC Facility Use Rules and Requirements and the University shall, in its sole discretion, have the right to immediately remove the CEC User from the University's property.

All the foregoing requirements of this section shall be in addition to the requirements of any and all federal, state, and local laws, ordinances, and regulations that apply to the CEC User with regard to the subject matter hereof. If the CEC User fails to comply with the requirements of this section, such failure shall constitute a material breach of the CEC Facility Use Rules and Requirements and the University shall, in its sole discretion, have the right to immediately remove the CEC User from the University's property.