Facility Usage Guidelines

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FACILITIES

The National Weather Center (NWC) has facilities of various sizes available throughout the building. Many of these spaces are equipped with the latest in presentation and conferencing technology. Catering services can be arranged. Additional information on facilities and availability can be found on the NWC web site https://www.ou.edu/nwc/events/planning.

AVAILABILITY

General

Facilities are subject to availability and to the restrictions and priorities indicated below.

All events held at NWC must be requested in advance through the NWC Event Manager. Each event is required to comply with these guidelines, the attached Facility Usage Agreement, and University policies and procedures. All requests for events are subject to review and approval by the Dean, College of Atmospheric and Geographic Sciences. An event will not be approved if it is deemed likely to interfere with the education, research, and operational activities that are the primary functions of the National Weather Center.

Due to the National Oceanic and Atmospheric Administration (NOAA) entities present in the National Weather Center, when the federal government requires a heightened level of security, it may be necessary to modify event plans or cancel an event. Modifications or cancellations will be done on a case-by-case basis determined by the nature and length of the threat requiring the heightened security. Once a heightened level of security is implemented in the NWC, the NWC Event Manager will work with event organizers to make modifications or to determine if cancellation is necessary. In those cases where cancellation is necessary and an alternate date cannot be arranged, the usage fee deposit will be returned to the event organizer.

National Weather Center Tenants and Affiliated Organizations

NWC facilities are available to its tenants and to organizations affiliated with the NWC. Affiliated organizations include industrial and commercial entities that have formal relationships with the University and generally a presence on the Research Campus. These groups will be accorded first priority for the use of the facilities. These groups will be required to pay any direct costs associated with their events.
Other Groups

NWC facilities are also available to other groups (University, non-University and NWC Tenant host to non-University groups) for meetings and events which have connection to the University missions of teaching, research and scholarship, and outreach and extension or which are sponsored by a NOAA entity. Examples of allowable events include seminars, professional meetings, trade shows and exhibitions, meetings of civic organizations where there are strong ties to the University, and social events where the preponderance of attendees have connections to the National Weather Center tenants and affiliated organizations. Other events such as political, personal, or social in nature will be approved or rejected on a case-by-case basis by facility management.

Other groups will be accorded second priority for the use of the facilities. These groups will be required to pay a building usage fee as well as any direct costs associated with their events.

- A deposit of one-half the amount of the usage fee will be required at the time a reservation is accepted, provided the reservation is made more than 30 days prior to the event. The second-half of the usage fee is due 10 days prior to the event.

- Payment of the full usage fee will be required at the time the reservation is made if the reservation is made within 10 days of the event.

- If the full usage fee is not paid by 10 days prior to the event, the reservation will be canceled.

- The usage fee will be refunded if the event organizer cancels an event prior to 10 days before its scheduled date.

- If the event organizer cancels an event within 10 days of its scheduled date, the usage fee will be held as credit against a future event booking.

- If the event is cancelled by the NWC Event Manager due to heightened security or other causes beyond the control of the National Weather Center, either a mutually acceptable alternate date will be arranged or the amount of usage fee paid to that point will be fully refunded.

- Direct costs will be invoiced within 15 working days after the close of the event. Payment will be expected within 30 days.
**Hours**

The NWC is open 8:00 am to 5:00 pm, Monday through Friday, except during University holidays. It is preferred that events be booked during these hours. Events requested for periods outside of these hours, or on weekends and holidays, will be considered on a case-by-case basis and may be subject to additional costs. When booking an event, please allow a time allowance for setup and cleanup.

**Safety, Security and Severe Weather Guidelines**

All event attendees must follow the safety and security policies of the University of Oklahoma. All decorations and electrical equipment must comply with standard safety and fire codes. The number of people in a space may not exceed the number established by the Fire Marshal.

Only employees of the tenants in the NWC (including the students of the School of Meteorology) and credentialed visitors are allowed open access to the facility. Event organizers are responsible for working with the NWC Event Manager to control the movement of their guests. **Event organizers must issue an appropriate name badge to each guest upon entry. The Event organizer will staff the registration table no less than 20 minutes before the start of an event.** If facilities above the first floor are utilized, the NWC Event Manager will provide instructions on how guests are to reach those facilities.

Groups whose events occur outside of normal working hours will be required to pay any costs associated with additional security. The degree and extent of security necessary will be determined by the NWC Event Manager and will be based on the nature, size, and hours of the event, as well as the current federal security guidelines.

**THE NWC DOES NOT SERVE AS A PUBLIC SHELTER OR BEST AVAILABLE AREA OF REFUGE for the general public.**

The Best Available Refuge Areas for faculty, staff, students, and tenants of the building have been identified as rooms 1313, 1350, the Founders Hallway, and 1st floor North restrooms.

**NO ANIMALS ARE ALLOWED IN THE NWC with the exception of ADA compliant service animals.**

**An exception to this rule MAY be made is ONLY when a severe weather warning is in effect. In this event, persons with animals may be allowed to enter but must take refuge in the 1st floor North restrooms ONLY.**
**PARKING**

The NWC Parking lot has designated Visitor and Handicap parking available. The University Parking Office patrols the lot and will issue tickets for parking violations. The NWC Event Manager will contact the University Parking Office if an event is expected to exceed available visitor parking space. The NWC is not responsible for parking violations while visiting the National Weather Center.

**ACCESSIBILITY**

The NWC is an accessible facility. All visitors must use the first floor entrance and proceed immediately to the security desk for credentials. Disability parking and ramp entrances are located near the 1st floor entrance on the north-east side of the facility.

**THE NWC IS A SMOKE-FREE FACILITY**

Use of tobacco, including cigarettes and smokeless tobacco, is prohibited on NWC grounds. The University of Oklahoma is committed to providing its students, employees, and visitors with a healthy, clean, and safe place to work, live, and learn. A tobacco-free campus protects everyone from the health dangers of secondhand smoke and is in compliance with Governor Fallin’s July 1, 2012 executive order.

**RULES OF USE**

**Entertainment:** The NWC Event Manager must approve all arrangements for entertainment.

**Printed Materials:** The NWC Event Manager must approve the content of invitations, posters, and promotional materials prior to printing, mailing and/or distribution. Violations may result in the cancellation of the event.

**Publicity:** Any scheduled events that draw media attention must be approved by the NWC Event Manager to ensure compliance with the requirements of the University of Oklahoma.

**Photography:** All photography, video, and other multimedia capture must comply with all University of Oklahoma policies. Normally, an individual may take or arrange for photos/videos of his/her event for personal use without obtaining any formal permission. However, if the individual’s intent is to use any part of the NWC building as a backdrop for commercial photography, video, television or film production, the project must be reviewed and approved by OU Public Affairs, and a written
agreement signed by the NWC Event Manager. This written consent will serve as an addendum to the use agreement.

**Set-up and Clean-Up:** The event organizer will review plans for event set-up and clean-up with the NWC Event Manager. *Furniture may not be moved by those hosting an event.* The NWC Event Manager will arrange for use of furnishings (tables, chairs, podiums, platforms, and AV equipment). Any changes in room layout must be approved by the NWC Event Manager. If assistance is required for NWC tenants to set-up or break-down furnishings, this cost will be incurred by the tenant. For other groups, an additional direct cost will be billed to cover set-up, use and break-down of furnishings. Clean-up requiring additional janitorial staff will also be billed as an additional direct cost.

Persons and organizations using NWC facilities must leave the space(s) in the same condition as initially found. If the facility or furnishings are damaged in any way, the costs of repair will be billed to the event organizer. The NWC Event Manager will be available to walk through the spaces to be utilized with the event organizer before and after the event.

**Electronic audio/visual presentation equipment and internet connectivity:** Event organizers desiring to use AV equipment during an event must utilize the equipment and technical staff provided by the NWC. To utilize the presentation equipment installed in the rooms of the NWC or to obtain internet connectivity while in the building will require the assistance of an NWC IT technician. All audio-visual and presentation needs must be coordinated with the NWC Event Manager 10 days prior to the event. AV and IT support outside of normal working hours and special needs will result in the event organizer being charged the associated costs for such services.

**Decorations:** Signs and banners may not be used without prior approval from the NWC Event Manager. Décor such as helium filled balloons, fireworks and candles may not be brought into the NWC. The use of tape, nails, staples, tacks, duct tape, strapping tape and spray glue is prohibited. All equipment and decorations, to include, but not limited to A/V equipment, lights, plants, floral arrangements and signage must be removed at the conclusion of the event. The event organizer will be responsible for any and/or all damages to NWC by actions of the organizer or guests.

**Catering:** Only approved caterers may operate in the NWC. Caterers desiring to operate in the National Weather Center must provide the NWC Event Manager proof of liability insurance and appropriate state food and alcohol service documentation. The NWC Event Manager will provide a list of approved caterers. Catering negotiations and costs are the sole responsibility of the event organizer.
Alcohol: Alcoholic beverages are to be served only by a licensed caterer who has been approved by the NWC Event Manager. The serving of alcoholic beverages will comply with the laws of the State of Oklahoma and the policies of the University of Oklahoma. Under the laws of the State of Oklahoma, alcohol may not be brought into the building by anyone other than the licensed contracted caterer. If serving alcohol you may be subject to pay an additional security fee.

Deliveries: The NWC Event Manager must be notified of any and/all deliveries to be made to the NWC for an event. For security purposes, all deliveries must be made through the NWC dock and not through the front doors of the facility. The NWC Event Manager reserves the right not to accept deliveries on behalf of an event organizer. NWC staff will not assist in receiving, shipping, storing, or transferring equipment or products being utilized by the event organizer, unless requested at the date of agreement, in which case the direct costs for such services will be charged to the event organizer. The NWC Event Manager will exercise due care but assumes no liability for items received, shipped, stored, or transferred at the request of the event organizer.

Liability: The event organizer shall be responsible for the activities and actions of their guests and agents. The NWC Event Manager reserves the right to inspect and control all functions. The NWC will not assume responsibility for the damage to, or loss of, any merchandise or personal property.

Any violation of the above policies and procedures may result in loss of rental privileges.

EVENT SCHEDULING

Reservations: To reserve a date and a particular space, contact the NWC Event Manager at (405) 325-3095 or e-mail events@nwc.ou.edu. The NWC Event Manager will place a tentative hold on the date for two weeks. Once the NWC Event Manager has received the signed Usage Agreement and deposit, the date will be confirmed. The event date will be released if the signed NWC Facility Usage Agreement and deposit are not received by the deadline given in the Usage Agreement.
The National Weather Center

**Agreement and Deposit**

Date:

Event Title:

Time:

Facility Used:

Additional Notes:

The event organizer has read and agreed to comply with the policies and procedures detailed in the National Weather Center Facility Usage Guidelines. The event organizer will pay the NWC the usage fees and all direct costs for the event. One-half of the event organizer's building usage fee of $_______ is enclosed; said payment will hold the event organizer’s desired date until sixty days prior to the event. Event organizer will remit the balance of $_______ on or before ________ in the form of (a) ______check or (b) credit card ______. Direct costs will be invoiced within 15 working days after the close of the event. Payment will be expected within 30 days of invoice date.

__________________________________________ _____________________
Authorized Signature of Event Organizer/Title Date

__________________________________________ _____________________
Authorized Signature of the National Weather Center Date

__________________________________________ _____________________
Event Organizer’s Authorized Agent Signature Date

The NWC Event Manager reserves the right to inspect all functions. Any violation of the above rules will result in a damage charge to include actual damages plus a 20 percent and/or loss of rental privileges.
Event organizer Contact Information:

Address: _______________________________________
_______________________________________
_______________________________________
_______________________________________

Phone: ________________ Fax: __________________

Email: _______________________________________

**Release and Liability Statement**

The event organizer shall be responsible for any claims, costs, and/or damages arising out of the event organizer’s use of the NWC facilities and shall indemnify the University as provided in paragraph A, below, which paragraph must be filled out and signed by the event organizer’s authorized agent. Provided, certain governmental entities (state agencies, public colleges, municipalities, etc.) may not be able to legally indemnify the university, in which case paragraph B should be filled out and signed by the event organizer’s authorized agent.

____________________________ (User) shall indemnify, defend, and hold the Board of Regent’s of the University of Oklahoma, its agents and employees harmless from and against any and all liability for claims, demands, costs, penalties, losses, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, disease, property damage, and personal injury, arising out of or related to activities conducted by the User, its agents, employees, or participants in the activities. User’s obligations under this indemnity shall survive the expiration or termination of this Agreement for any reason.

Without limiting User's indemnity obligations above, User shall purchase and maintain in effect a General Liability Insurance policy or policies covering claims for damages because of personal injury, bodily injury, sickness, disease, or death. User shall obtain and maintain the minimum insurance coverage’s set forth below. By requiring such minimum insurance, The University of Oklahoma shall not be deemed or construed to have assessed the risk that may be applicable to the User under this contract. The User shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage’s. The User is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
The User shall carry the following limits of liability as required below:

Commercial General Liability

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal/Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any One Fire)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Medical Payments (Any One Person)</td>
<td>$5,000</td>
</tr>
</tbody>
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User shall name the Board of Regents, University of Oklahoma and its officers, employees, agents and volunteers as Additional Insured’s. Further, all policies of insurance shall:

1. Be on a primary basis, non-contributory with any other insurance coverage’s and/or self-insurance carried by the University of Oklahoma.
2. Include a Waiver of Subrogation Clause.
3. Include a Separation of Insured’s Clause (Cross Liability)
4. Not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to the University of Oklahoma.

Prior to use of University facilities, User shall furnish the Dean of the College of Atmospheric and Geographic Sciences with certificates of insurance reasonably acceptable to the University showing that insurance coverage’s required herein have been provided. All certificates and insurance policies required herein shall contain a provision that coverage’s afforded under the policies shall not be canceled, reduced or otherwise materially changed, or allowed to expire until at least 30 days' prior written notice has been given to the University. The policy or policies shall name the Board of Regent’s of the University of Oklahoma as an additional named insured and shall be endorsed to be primary and non-contributory to any insurance which may be maintained by or on behalf of said additional named insured.

___________________________________________ _______________________
Event Organizer’s Authorized Agent Signature     Date