

**University of Kentucky
Athletic Department**



**Manual for Facility Usage
and Rentals of UKAD
Premium Spaces**

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UNIVERSITY OF KENTUCKY
UKAD PREMIUM SPACES
POLICIES AND PROCEDURES FOR USE/LICENSING

A. POLICIES AND PROCEDURES FOR USAGE AND RENTAL OF UKAD PREMIUM SPACES

The University of Kentucky Athletic Department (UKAD) has Premium Spaces (PS) in Kroger Field (KF), Kentucky Proud Park (KPP) and Rupp Arena (Rupp) for use or licensing. These Policies and Procedures are applicable to those facilities and to all persons and entities that use/license the KF, KPP or Rupp PS.

1. ELIGIBLE RENTERS OF FACILITIES

A Client is the person who in an official capacity for a University unit, an organization or an external group or as an individual reserves a UKAD PS for an event or activity.

UKAD Premium Spaces are available for use or license by the following:

- **Units or teams of the UKAD** includes employees, offices, units, and teams that are in the organizational chart reporting to the Director of Athletics and are in the budget of the Athletic Department; examples of activities or events include team meals, team banquets, K-Fund events or activities.
- **Units of the University** include units, outside of the UKAD, that are in the organizational chart reporting to the Board of Trustees and are in the budget of the University; such units may include but are not limited to offices, departments, divisions, or colleges of the University; example of activities or events may include unit planning meeting, retirement functions, college development functions, etc.
- **Affiliated and unaffiliated organizations of the University**, such as the UK Alumni Association, college alumni groups, Kentucky Medical Services Foundation (KMSF), Central Kentucky Medical Services (CKMS).
- **External groups or individuals** may include charitable, religious, civic organizations, private businesses or commercial entities and private individuals.

2. GENERAL POLICIES

- All UKAD PS use and licensing are subject to availability of the selected UKAD PS and resources needed to host the event.
- Public, University and private events will not be scheduled in UKAD PS on the same day as an athletic competition, practice, or scrimmage.
- The Client of all events must complete and sign a Reservation Request Form provided by UKAD.
- All events/activities, including those of UKAD, will be managed by UKAD official or designee.
- Rates for use/licensing of UKAD PS are based on an hourly rate or a day of usage; rates are subject to change, in accordance with the duration and nature of the event. Generally, UKAD

PS rates are based on a three-hour event, with one additional hour for move in and one additional hour for move out. Events lasting longer than 5 hours may be charged an additional per hour fee.

- Client shall be responsible for all persons admitted to attend the Events. Client shall ensure that all patrons, guests, and persons respect the rights of other patrons, guests, and persons in other UKAD facilities and shall ensure that all activities conducted in the licensed facility are done so in a considerate and courteous manner.
- Client shall ensure that no attendees/guests enter or go onto the playing surface/team areas. Unapproved access to the playing surface/team areas shall result in a monetary fine for the Client equal to the current rental cost of the playing surface/team areas.
- UKAD PS may not be used for over-night accommodations.

3. SCHEDULING A UKAD PREMIUM SPACE

Clients proposing an event must complete the Reservation Request Form. Listed below is the UKAD prioritized list for scheduling events.

- a. Generally, UKAD events/activities are first priority. University events/activities are second priority. Events/activities of University affiliated and then nonaffiliated entities are third priority. Events/activities of individual employees of UKAD and then employees of the University are fourth priority. Events/activities of external groups and individuals are fifth priority.
- b. The scheduling of a UK athletic competition and associated competition activities takes precedent over the scheduling of all other events. No event will be scheduled in a UKAD PS seventy-two (72) hours prior to or after a home game.
- c. Other athletic activities including exhibition games, scrimmages, practices, conditioning, player workouts and affiliated activities take precedence over all University and external requests for UKAD PS.
- d. Events will not be scheduled more than fifteen (15) months in advance. UKAD reserves the right to change or cancel any event.
- e. Client may cancel the event at no charge up to seven (7) days prior to the event. Within seven (7) days of the event, the Client will be charged up to 50% of the total fees agreed upon.

Athletic events and practice schedules are subject to change and could cause a requested event to be moved or canceled. Accordingly, the University reserves the right, at any time prior to the Event, to cancel the UKAD PS Use/License Agreement and refund all amounts paid by the Client. Client further agrees that in the event of any termination by the University, the University shall have no liability for any direct or consequential damages or loss that Client may suffer or incur as a result of such termination.

4. SCHEDULING TERMINOLOGY

The below terms should help the renter to understand the various steps in the KF PS use/license process.

Hold – Client has submitted a Reservation Request Form and has spoken with a representative of UKAD who has determined the date is open.

In Review – The specific UKAD PS requested by the Client has been approved by UKAD in writing. UKAD will hold the date for fifteen (15) days, but the Client acknowledges that the Client must sign a Reservation Request Form provided by the UKAD within that period in order to secure the date.

Approved – The Client has provided all necessary documents, including a signed Reservation Request Form, and both Client and an official of UKAD have confirmed the scheduling of the event in writing. If a copy of the certificate of liability insurance is required and not received within fifteen (15) days of the event, the reservation will be cancelled and be taken off the event calendar.

5. ADDITIONAL POLICIES

a. Deposit Schedule

The base licensing fee and the fee for agreed services will be billed after the event and payment is due within thirty (30) days. If a deposit is required, it is non-refundable, and the amount may be applied to the bill upon completion of event.

b. Insurance and Indemnification

Except for University affiliated units covered by the University's Liability Insurance, Client agrees to maintain, at its expense, Comprehensive General Liability Insurance with minimum liability limits of \$1 Million per occurrence. The University, its trustees and employees shall be added as an additional insured party for this insurance, and a certificate evidencing this coverage must be provided to UKAD at least fifteen (15) days prior to the Event. Client shall provide UKAD with proof of Client's insurance upon request. The University Risk Management Office may determine that additional limits and/or coverages are required depending on the nature and size of the event.

The Client shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Client's usage of University facilities.

c. Usage

- Basic set-up, light cleaning throughout the event, and takedown fees are included in the licensing rates. Set-up fees will be charged for any event that requires furniture to be moved from the previous set up. Set-up must be finalized seven (7) days prior to the event. Changes within seven (7) days of the event may result in an additional set-up fee.
- One UKAD PS staff representative will be required to be on-site during the entirety of the licensing usage.
- Additional set-up items, including plants & foliage, must be approved by UKAD.

- When licensing a KF PS as described below, Client is only authorized to enter the approved areas of each KF PS and direct access/egress thereto.
- Any unauthorized access to areas not specified in the contract without permission will be considered as trespassing and Client will be billed for additional clean up, damages or licensing fee for entire facility.
- Any items remaining in the licensed UKAD PS after the rental period, including but not limited to plants, linens, furniture, food, and décor, will become property of UKAD and may be discarded.

UKAD reserves the right to license concurring events in separate areas of KF, KPP, and Rupp. These areas include but are not limited to the playing field, club levels and recruiting room. In order to have sole use of the entire facility at KF and KPP, all licensed spaces must be booked. Sole use of Rupp shall be negotiated with the management company associated with that facility, but all UKAD PS at Rupp must also be booked. Access to additional features, such as field/court access, field lights, use of the video board, special equipment/materials are available on a first-come basis with approval from UKAD.

B. RENTAL RATES FOR UKAD FIELD FACILITIES

Licensing rates include initial set up, one-hour move-in, three (3) hour event, one-hour move-out time and cleaning as well as one UKAD representative in the specified UKAD PS licensed area only. Client should consult with UKAD officials to ascertain longer or day rental rates. Additional services such as additional staffing, catering, security, police, parking, special equipment/materials, etc. may be added to the bill and are not included UKAD PS license rate schedule.

Clients that are tax-exempt organizations, persons or entities must provide a tax-exempt ID number on the UKAD Reservation Request Form. Organizations, persons, or entities that are not tax exempt will be charged the current required tax rate.

Occupancy is subject to change and will be established prior to event based on the arrangement of the UKAD PS licensed area. Should the number of guests exceed the established occupancy, Client may be charged an additional fee at the discretion of UKAD.

C. SAFETY

The Client shall comply with all applicable laws, ordinances, fire codes, and regulations of federal government, the Commonwealth of Kentucky, the Lexington Fayette Urban County Government, and rules, regulations, policies and procedures of the University and directives of University officials. Further, the Client shall comply with all Policies and Procedures for the Use/Rental of UKAD PS.

Emergency Services

- The UKAD is not responsible for ambulance, doctor, or hospital expenses.
- An emergency contact will be provided by Client to the UKAD Event Representative.

Security Services

- UK Police Department (UKPD) is the contact for security services; security will be notified about any event that serves alcohol.
- UKPD services will be determined by UKAD and UKPD. Rates will vary and be dependent upon the size and nature of the event.
- Drone photography is not permitted without prior approval by the UKPD Chief of Police. Requests for approval of drone usage must be submitted six (6) months prior to Client's event. Drone photography is not permitted within seventy-two (72) hours of an UKAD athletic event. UKAD facilities are restricted airspace leading up to and during UKAD athletic events.

Fire Safety

- Client shall comply with all fire codes.
- Apparent safety hazards need to be reported immediately to UKAD representative.
- No open flames or pyrotechnics are allowed without permission from the UKAD and UK Fire Marshal.
- Access to fire exits doors and corridors must be maintained and clear throughout the event.
- All exit and safety signage and building graphics may not be covered or blocked at any time throughout the event.
- Fire extinguishers, sprinklers, fire hose cabinets and fire alarms may not be covered or blocked at any time throughout the event.
- Smoking is prohibited on the entire University of Kentucky campus. Absolutely no smoking is allowed in any athletic facility including playing fields or surfaces. The Client shall be assessed additional costs for violation of this provision.

D. CARPETED SURFACE

- Client shall notify UKAD of any spill or apparent substance on carpeted surface.
- Equipment, furniture, tables, chairs or any large object shall not be dragged across flooring surface. Equipment, furniture, chairs, large objectives shall be lifted in order to be moved. Movement of these items owned by UKAD shall be only done by UKAD Representatives. Items owned by the Client shall be the responsibility of the Client to move.
- Adhesives, including tape, shall not be used on the carpeted surface unless approved by UKAD. Removal of these items is the responsibility of the Client.

E. GENERAL FACILITY POLICIES

- Adhesive backed decals and stickers are prohibited.
- Doubled-faced tape, heat tape, and duct tape are not allowed to be put on UKAD PS. The Client will need to discuss which tapes are allowed with the UKAD representative.
- Glitter, confetti and bird seed are prohibited.
- Signs and decorations may not be taped, nailed or tacked to ceilings, painted surfaces, columns or decorative surfaces.
- Items may not be hung from any structure or part of the ceiling.

F. AUDIO/VISUAL

- All audio-visual needs must be processed through UKAD event representative and Event Technology staff including bands and DJs. The Event Technology staff will determine the number of staff and equipment needed for each event. Rates may vary and are dependent upon the size and nature of the event.
- Audio-visual needs must be submitted seven days in advance.
- In the event the requested equipment is not available or outside our normal provisions, outside organizations may be used to provide equipment and staffing. Outside organizations are not allowed to use facility equipment, resources, video boards, etc. An outside audio-visual organization may not alter UKAD facility structures, surfaces or infrastructure in any way.
- The outside audio-visual organization will be responsible for the safety and security of all equipment. Any equipment left in UKAD facilities for more than thirty (30) days will become property of UKAD.
- A University representative must be on site for installation of all audio-visual equipment brought in by an outside organization.
- All audio/visual equipment must be floor supported.
- Video Board usage will require additional fees and is subject to availability of resources. Costs associated with the video boards will be determined upon the nature and extent of services needed with the video boards.
- Drone Photography is strictly prohibited without approval from the UKPD Chief of Police. Drone Photography is not permitted at any time on a game day.

G. FOOD AND BEVERAGE SERVICES (CATERING)

- Per an existing University contract, Aramark is the exclusive, official caterer for UKAD KF and KPP PS. Levy is the exclusive, official caterer for UKAD Rupp PS.

- ALL beverages shall be placed in the cups provided and, UNDER NO CIRCUMSTANCES SHALL ANY ALCOHOLIC BEVERAGES BE TAKEN OUTSIDE THE APPLICABLE UKAD PS FACILITY. UNDER NO CIRCUMSTANCES SHALL ALOCHOLIC BEVERAGES NOT SOLD BY THE CATERING PARTNER BE BROUGHT INTO ANY UKAD PS FACILITY. All guests shall be informed of this regulation by the Client.
- Per a University contract, the advertisement and sales of soft drinks and bottled water in all University facilities, including the UKAD PS, is limited to products of Coca-Cola Company. Other beverage vendors may not be sold or advertised at rented events. Per a UKAD contract, no isotonic beverages may be sold or advertised in UKAD facilities other than Gatorade. It is noted that any beverages of the renter's or a caterer's choice may be served at any events but, again, may not be sold or advertised.

H. PARKING

- Client shall become aware of, and comply with, all University parking regulations and rules.
- Client and Client's guests shall be subject to those rules and regulations.
- No dedicated or reserved parking spaces are available to Client. Unless specifically written otherwise above, Client is not gaining limited or exclusive access to any parking lots or facilities of the University.
- Any parking or transportation needs on campus must go through the University's Parking and Transportation Services (PTS); see <http://www.uky.edu/pts/>. UKAD will connect Client with PTS.
- Client may not charge for parking unless written consent from PTS and UKAD is received.
- Parking fees assessed by UK PTS may apply Monday through Friday 7:00 am to 7:00 pm.

I. ADVERTISEMENT/SPONSORSHIPS

Client acknowledges that the event is not endorsed, sponsored, hosted, or conducted in any way by the University. Client agrees to assume all responsibility and liability arising or resulting from its organizing, hosting, sponsoring, advertising, and conducting of the event. Client acknowledges that promotion, announcement, or notice of the event/activity will in no way indicate that the event/activity is affiliated with the University.

Client may not use the logos, indicia, or trademarks of the University without the prior written consent of the University's licensing director. Client may be asked to submit a list in writing of any proposed sponsors for the event subject to approval by JMI Sports, UK Dining, Levy, and UKAD.

J. RECOMMENDED VENDORS

Floral Arrangements & Greenery

Stems, LLC.
1401 Delaware Ave.
Lexington, KY 40505
(859) 252-5601

Please contact ukah@uky.edu for additional vendor recommendations.

Facility license policies and procedures are subject to change at any time.