

**University of Kentucky
Athletic Department**



**Manual for Facility Usage
and Rentals of Kroger
Field Premium Spaces**

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

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

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

1. ELIGIBLE RENTERS OF FACILITIES

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

Premium Spaces in KF 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 KF PS use and licensing are subject to availability of the particular KF PS and resources needed to host the event.
- Public, University and private events will not be scheduled in KF PS on the same day as an athletic competition, practice or scrimmage.
- The Attendee 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 KF 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, KF 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.

- Attendee shall be responsible for all persons admitted to attend the Events. Attendee shall ensure that all patrons, guests respect the rights of other patrons, guests in other facilities of KF and shall ensure that all activities conducted in the licensed facility in a considerate and courteous manner
- Attendee shall ensure that no attendees/guests enter or go onto the football playing surface.
- KF PS may not be used for over-night accommodations.

3. SCHEDULING A KF PREMIUM SPACE

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

- 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.
- 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 KF PS seventy two (72) hours prior to or after a home game.
- Other athletic activities including exhibition games, scrimmages, practices, conditioning, player workouts and affiliated activities take precedence over all University and external requests for KF PS.
- Events will not be scheduled more than fifteen (15) months in advance. UKAD reserves the right to change or cancel any event.
- Attendee may cancel the event at no charge up to 7 days prior to the event. Within 7 days of the event, the Attendee 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 KF PS Use/License Agreement and refund all amounts paid by the Attendee. Attendee 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 Attendee may suffer or incur as a consequence 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.

Tentative – Attendee has submitted the online form, Reservation Request Form and has spoken with a representative of UKAD who has determined the date is open.

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

Confirmed – The Attendee has provided all necessary documents, including a signed Reservation Request Form, and both Attendee and an official of UKAD have sign said document confirming the scheduling of

the event. If a copy of the certificate of liability insurance is 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, Attendee 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 15 days prior to the Event. Attendee shall provide UKAD with proof of Attendee'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 Attendee 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 Attendee'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 may be charged depending on the number of attendees and the nature of the event. Set-up must be finalized 7 days prior to the event. Changes within 7 days of the event may result in an additional set-up fee.
- One KF 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, Attendee 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 Attendee will be billed for additional clean up, damages or licensing fee for entire facility.
- Any items remaining in the licensed KF 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. 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 KF facility, all licensed spaces must be booked. Access to additional features, such as field lights, use of the video board, special equipment/materials are available on a first-come basis.

B. RENTAL RATES FOR KROGER 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 KF PS licensed area only. Attendee should consult with UKAD official 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 KF PS license rate schedule.

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

C. SAFETY

The Attendee 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 Attendee shall comply with all Policies and Procedures for the Use/Rental of KF PS.

Emergency Services

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

Security Services

- UK Police Department 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.

Fire Safety

- Attendee 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 Attendee shall be assessed additional costs for violation of this provision.

D. CARPETED SURFACE

- Attendee 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. If the object is too heavy to lift, a UKAD representative shall be notified for assistance.
- Adhesives, including tape, shall not be used on the carpeted surface unless approved by UKAD. Removal of these items is the responsibility of the Attendee.

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 KF PS. The Attendee 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.

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 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.

G. FOOD AND BEVERAGE SERVICES (CATERING)

- Per an existing University contract, Aramark is the exclusive, official caterer for KF PS.
- ALL beverages shall be placed in the cups provided and, UNDER NO CIRCUMSTANCES, SHALL ANY ALCOHOLIC BEVERAGES BE TAKEN OUTSIDE THE APPLICABLE KF PS FACILITY. All guests shall be informed of this regulation by the Attendee.
- Per a University contract, the advertisement and sales of soft drinks and bottled water in all University facilities, including the KF 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

- Attendee shall become aware of, and comply with, all University parking regulations and rules.
- Attendee and Attendee's guests shall be subject to those rules and regulations.
- No dedicated or reserved parking spaces are available to Attendee. Unless specifically written otherwise above, Attendee 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 Attendee with PTS.
- Attendee 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 am to 7 pm.

I. ADVERTISEMENT/SPONSORSHIPS

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

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

Facility license policies and procedures are subject to change.