



UNIVERSITY OF HAWAI'I
CANCER CENTER

Date: May 19, 2015

**Facility Usage Guidelines and Procedures for the Sullivan Conference Center
University of Hawai'i Cancer Center**

I. Scope and Purpose

The Sullivan Conference Center (SCC) at the University of Hawai'i Cancer Center (Cancer Center), located on the ground level at 701 Ilalo Street, serves as a venue for official Cancer Center events and functions that are directly related to and promote accomplishments of the Cancer Center's mission. In order to properly manage the use and upkeep of this facility, the following guidelines and procedures shall apply.

II. General Policy

- A. The Sullivan Conference Center (SCC) is to be used first and foremost for educational, research, service, and related support programs of the Cancer Center as authorized by the University of Hawai'i Board of Regents.
- B. The John A Burns School of Medicine (JABSOM) will have second priority.
- C. If space is available entities not affiliated with the University, the Cancer Center or the JABSOM may utilize the facilities for their activities under the following conditions:
 - 1. The purpose of the activity is for programs related to cancer education and research benefiting the Cancer Center faculty, staff, other researchers or the community, or other support functions relating to Cancer Center or JABSOM operations.
 - 2. The activity is not for the purpose of fundraising and or generating profits with the exception of events synergistic with the mission of Cancer Center or JABSOM and approved by the Director or his/her delegate.
 - 3. The activity does not infringe upon, delay, or conflict with the normal operations of the Cancer Center or JABSOM.
 - 4. The activity is limited to weekdays and normal working hours, unless approved by the Director or his/her designee.

III. User Requirements for Approval

- A. Usage of the SCC shall be granted to (a) UH departments, UH affiliated organizations (registered student, faculty, or staff organizations, campus chartered organizations), the

University of Hawai'i Foundation, and the Research Corporation of the University of Hawai'i (collectively the "UH-Affiliated Users"), (b) organizations without UH affiliation and not-for-profit organizations (e.g., conducting charitable, civic, community, cultural, governmental, or educational activities), or (c) organizations without UH affiliation and for profit or commercial organizations with UH/ Cancer Center sponsorship.

- B. In the event where a Cancer Center Program or Affiliate User sponsors (see SPONSORSHIP IX.) an activity for an external entity, the request must be approved by the sponsoring Programs Director or Affiliate leader. **A designated program representative must be identified and be in attendance throughout the requested event.** In addition, the request will be subject to review by the SCC Coordinator. The sponsoring program or affiliate shall be responsible for all charges, including damages, resulting from the use of the facility if the external entity fails to pay within thirty (30) days.
- C. Non-UH Users. Any User other than UH Users and UH-Affiliated Users, on behalf of itself and all of their directors, officers, employees, consultants, contractors, invitees, guests, agents, representatives, and any person acting for or on its behalf (collectively the "Non-UH User") shall, at its sole cost and expense, meet and fulfill the following requirements, to Cancer Center's reasonable satisfaction,
1. Liability insurance coverage. User must provide evidence of adequate insurance protection consisting of commercial general liability or comprehensive general liability insurance with minimum policy limits of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for bodily injury and property damage (collectively the "Liability Coverage");
 2. Workers compensation insurance. Provide evidence of worker's compensation and employer's liability insurance coverage in compliance with applicable Hawai'i law if the applicant has employees who will be working at the User's event at the SCC;
 3. Furnish certificate of insurance. Provide a duly executed Certificate of Insurance (COI) to the SCC Coordinator at least two weeks prior to the Use Times certifying that User has obtained the insurance coverage required under this Agreement from an insurer reasonably satisfactory to UH, and who is licensed and authorized to do business and issue insurance coverage in the State of Hawai'i;
 4. UH and State as additional insureds. Beside the Cancer Center, the COI shall name UH and the State of Hawai'i as additional insureds on the Liability Coverage and contain a statement that the insurer waives any subrogation rights against the UH and the State of Hawai'i and that any in insurance maintained by the University of Hawai'i and/or the State of Hawai'i will apply in excess of, and not contribute with, insurance provided by the User under this Agreement.

5. No material change without UH notice. The COI shall specify that the insurance policy or policies cannot be cancelled or materially changed without providing the UH and State of Hawai'i at least thirty (30) days prior written notice. The User shall provide UH with at least seven (7) business days' notice of User's act or omission that could result in the cancellation, termination or material change in any insurance policy, including User's failure to make any required premium payments.
6. User to indemnify and defend. The User shall indemnify, defend, and hold harmless the UH and the State of Hawai'i, from and against any and all claims, demands, actions, causes of action, lawsuits, judgments, injunctions, penalties, liens, assessments, losses, liabilities, damages, costs, and expenses (including the fees and costs of counsel reasonably acceptable to UH), including claims for property damage, personal injury, or death, brought by whomsoever, arising from any accident or incident arising out of or connected with the User's use of the Use Area and the User's performance or non-performance under this Agreement, including failure to comply with any Applicable Laws and UH rules, policies, procedures, and guidelines. If UH and/or the State of Hawai'i and any of their officers or employees are required to incur costs and expenses in defending themselves against any claims, actions, or matters for which the User is required to provide a defense, the User shall reimburse the UH, the State of Hawai'i, and any of their officers and employees for any such defense costs and expenses so incurred, upon receipt of written demand therefor.
7. Insurance coverage will not limit User liability. The User acknowledges and agrees that the User's purchase or maintenance of the required insurance coverage hereunder shall not relieve or otherwise limit the User's liability hereunder or fulfill the User's obligation to indemnify, defend, and hold harmless UH and the State of Hawai'i under this Agreement and the User shall be obligated to pay the full and total amounts necessary to cover all claims, demands, actions, causes of action, lawsuits, judgments, injunctions, penalties, liens, assessments, losses, liabilities, damages, costs, and expenses that are part of the User's indemnity, defense, and hold harmless obligations under this Agreement.

IV. CONDITIONS FOR FACILITIES USAGE

- A. A user's reservation request is not final until the Facilities Use Agreement (Exhibit A) along with the SCC Reservation Request form (Exhibit A, Attachment 2) is completed with the appropriate signatures and confirmation is given by the SCC Coordinator.
- B. External Users – A security deposit of 25% of the rental fee is required for all external users to confirm reservations fourteen (14) business days prior to the event. Any balance due on the rental fee must be paid within thirty (30) calendar days of completion of the function.

Checks should be made payable to the University of Hawai'i. *Please be sure to indicate the event name and date.*

The check should be sent to:

University of Hawai'i Cancer Center
Attention: SCC Coordinator.
701 Ilalo Street
Honolulu, HI 96813

- C. The SCC and the usage area outside the room must be restored to their original condition at the conclusion of the event. User is responsible for any and all damages/loss to the facility, equipment and furnishings. When an external user is sponsored by a Cancer Center Program or a UH Affiliated User, the program or the affiliated user is responsible for any and all damages/loss to the facility, equipment, and furnishings.
- D. The Cancer Center will not be responsible for failure to carry out arrangements due to extreme weather, power failures, or conditions beyond its control. The Cancer Center reserves the right to cancel any facility rental agreement due to circumstances beyond its control.
- E. The Cancer Center is a secured building and the Cancer Center security shall be kept informed of all major meetings, and/or events by the SCC Coordinator.

V. SCHEDULING AND PROCEDURES

- A. Scheduling will be conducted on a first-come, first-served basis subject to availability, and Cancer Center program priorities as listed in *Section II. A.*
- B. Standing reservations for meetings may be scheduled on a regular basis. Reservation limits are subject to availability based on Cancer Center program priorities as stated in *Section II. A.*

In the event of cancellations, the User shall notify the SCC Coordinator to maximize facility usage efficiency. Written cancellations must be submitted at least seven (7) business days prior to the event. Cancellations later than seven (7) business days prior to event will be subject to a cancellation fee of 50% of the original rental charge.

- C. Reservations must be submitted at least thirty (30) business days prior to the event.
- D. The final Program agenda should be submitted two (2) weeks in advance of the scheduled event.
- E. Reservation and Scheduling Process

- a. Cancer Center program and Affiliated user process
 - i. Affiliate user (see Section III.A.) emails completed Facilities Use Agreement (Exhibit A) and SCC Reservation Request Form (Exhibit A, Attachment 2) to SullivanConferenceCenter@cc.Hawaii.edu
 - ii. The event cannot exceed more than two (2) consecutive days. If reservations are requested that exceed more than two (2) consecutive days, a special approval is required from the Cancer Center Director or his/her designee.
 - iii. The SCC Coordinator confirms receipt of the form, reviews it, and contacts the Users to review the event requirements.
 - iv. Final invoices will be sent to users by the Operations department.
 - Cancer Center programs are exempt from rental fees.
 - All other users are subject to rental fees.
 - v. Final payment checks should be made payable to the University of Hawai'i.
Please be sure to indicate the event name and date.

Checks should be sent to:

University of Hawai'i Cancer Center
Attention: SCC Coordinator.
701 Ilalo Street
Honolulu, HI 96813

- vi. The Cancer Center Program or the Affiliated User is responsible for the coordination of their event including arrangement for food and beverage.
 - vii. The Cancer Center Program is responsible for having a program representative at the event who will assume coordination and/or any problems for the duration of the event.
- b. External Entity Process
 - i. The External entity emails a completed Facilities Use Agreement (Exhibit A) and SCC Reservation Request Form (Exhibit A, Attachment 2) to SullivanConferenceCenter@cc.Hawaii.edu
 - ii. The event cannot exceed more than two (2) consecutive days and projected attendance must be at least thirty (30) people.

- iii. The SCC Coordinator reviews the request and determines the appropriateness of the request, charges for the usage and services, and any special requirements such as parking, security, custodial services, utilities, and insurance.
- iv. The External entity will be notified of the availability of the SCC and the final invoices will be sent to the user by the Operations department.
- v. Both the deposit and the final payment checks should be made payable to the University of Hawai'i. *Please be sure to indicate the event name and date.*

Checks should be sent to:

University of Hawai'i Cancer Center
Attention: SCC Coordinator.
701 Ilalo Street
Honolulu, HI 96813

- vi. When the deposit is received, the External entity shall receive a copy of the approved reservation form
- vii. The External entity will directly communicate with the SCC Coordinator through SullivanConferenceCenter@cc.Hawaii.edu if there are any questions regarding event logistics.

VI. ADDITIONAL EXPENSES

A. Food service

- a. Service of food and/or beverages must be approved by and coordinated with the SCC Coordinator.
 - b. Food service within the SCC is permitted only if the room is set up in classroom or banquet configuration.
 - c. Food and beverages must be served and consumed outside of the SCC if the room is configured for theater seating or no seating.
 - d. If requested, the SCC Coordinator will provide a list of caterers that have provided food service to Users of the SCC. Arrangements for food service from any specific vendor is the responsibility of the User.
- B. Serving of alcohol - The User may not serve or make available any alcoholic beverages unless and until the User receives approval on the UH Request for Service or Sale of Alcoholic Beverages form by the Office of the UH Vice Chancellor for Administration, Finance and Operations. The User shall provide the original approved form to the SCC

Coordinator at least seven days prior to the User's event. The User shall:

- a. Provide evidence of compliance with laws: Provide the Cancer Center and the SCC Coordinator at least seven (7) days in advance of the Use Times written evidence of compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, and directives of any federal, state, or county governments (collectively "Applicable Laws"), particularly with respect to the serving of alcoholic beverages within the Use Area;
- b. Comply with the UH and the Cancer Center rules and policies. Comply with all applicable UH and Cancer Center rules, policies, and guidelines relating to the serving or making available of alcohol; and
- c. Indemnify and defend UH. Indemnify, defend, and hold harmless the UH, the Cancer Center, and the State of Hawai'i, from and against any and all claims, demands, actions, causes of action, lawsuits, judgments, injunctions, penalties, liens, assessments, losses, liabilities, damages, costs, and expenses (including the fees and costs of counsel reasonably acceptable to UH) arising from any incident or accident involving any attendee or participant in User's use of the Use Area, regardless of whether such incident or accident occurs within the SCC, the Cancer Center, UH premises, or elsewhere. User agrees for purposes of assessing responsibility or liability under any Applicable Laws or otherwise, that User shall be the "host" or the party responsible for serving alcoholic beverages at the SCC.

C. Custodial Services

- a. All custodial services shall be provided by the Cancer Center, unless extensive services due to the nature of the event are unable to be provided solely by the Cancer Center facilities staff. In that event, the Cancer Center programs, affiliate users, and external entities shall work with the SCC Coordinator to schedule custodial services provided by an external vendor with approval from the Cancer Center.
- c. If the Cancer Center custodial services are required after hours of the scheduled work week and on weekends, a fee listed on Exhibit A, Attachment 3 shall be assessed.

D. Security Services

- a. All security services will be provided by the current Cancer Center security provider.
- b. The External entity shall work with the SCC Coordinator and the Cancer Center Facilities Manager if special/additional security services are required.
- c. If special/additional security services are deemed to be necessary, the charges for these services will be the responsibility of the User.

E. IT Services

- a. All IT services will be provided by the Cancer Center IT Office, unless alternate services are pre-arranged with the User's IT staff or hired professional contractor, with the Cancer Center IT manager's approval.
- b. Audio/visual requests, listed on the SCC Reservation Request Form (Exhibit A, Attachment 2) must be approved by the SCC Coordinator and IT manager in advance.
- c. If IT services are required after hours of the scheduled work week and/or on weekends, a fee listed on Exhibit A, Attachment 3 shall be assessed.
- d. The External entity shall work with SCC Coordinator if special/additional audio/visual is required.

VII. CONDUCT AND RESPONSIBILITY

- A. **Compliance with Applicable Laws.** In using the Use Area, the User shall comply with all Applicable Laws and all applicable UH and Cancer Center rules, policies, procedures, and guidelines relating to the use of the Cancer Center Facility, the SCC and adjacent usage areas, and the UH premises.
- B. **User responsibility for attendees.** User shall be responsible for the conduct of all of those involved with the User's use of the Use Area, including, without limitation, all attendees and participants and all members of its organization assisting with the planning, arrangements, and execution of the User's event or use of the adjacent usage area, and the UH premises. Smoking of any substance in any form (whether cigarettes, cigars, or e-cigs) anywhere within the Cancer Center Facility, the UH Premises, and/or SCC and adjacent usage area is prohibited.
- C. **User responsibility for cleanup.** The User shall be responsible, at User's sole cost and expense, for cleaning up and restoring the Use Area to the condition it was in before User's use of the Use Area, in accordance with the guidelines furnished by the SCC Coordinator, immediately following the end of User's event. The User's Use Times shall include time necessary to complete such cleanup and restoration of the Use Area. If User has scheduled consecutive multiple dates of use, User may not be required to complete such cleanup and restoration after the end of each day of use if User obtains the SCC Coordinator's prior written approval and pays UH the cost of securing the Use Area during the authorized Use Times. This responsibility shall include returning and rearranging the furniture and furnishings to their original locations and condition or such condition as may be directed by the SCC Coordinator.
- D. **User responsibility for damage.** User shall be responsible, at its sole cost and expense,

for repairing any damage to the Cancer Center Facility, the UH Premises, and the adjacent usage area that is caused by or attributable to User's use of these areas. In effecting such repairs, User acknowledges that User will need to obtain the SCC Coordinator's prior written approval for any such repairs (which may need to be coordinated with other UH and Cancer Center personnel responsible for the maintenance and upkeep of the Cancer Center Facility). Depending on the extent of the required repairs, the Cancer Center may need to have such repairs performed and completed, all at User's cost and expense, and User may be required to deposit the estimated cost of such repairs with Cancer Center before the commencement of any repair work and pay any additional costs incurred upon demand from the Cancer Center. Initial payment to repair any such damages shall be made within fourteen (14) days after the end of the usage dates.

- E. Promotional materials - User shall obtain the SCC Coordinator's prior approval for all promotional material to be used by User to market or publicize the User's event or use of the Use Area, including, without limitation, the meeting or conference agenda, program information, and all information regarding the User's event or use of the Use Area that will be uploaded to or available electronically in any form (e.g., website, Twitter, Instagram, Facebook, etc.). Unless otherwise approved in writing by the SCC Coordinator, any User's promotional materials shall clearly indicate that the User's event or use of the Use Area is not sponsored or endorsed by the UH or the Cancer Center.
- F. All entertainment must be of good taste and moderate volume. The SCC Coordinator must pre-approve all entertainment. Excessive noise on the premises will not be allowed.

VIII. PHYSICAL ARRANGEMENTS

- a. Changes in the physical set-up are the responsibility of the user. However, all requests for room alterations must be submitted to the SCC Coordinator no later than 10 working days prior to the event. Furnishings and equipment may not be moved without permission.
- b. The sponsoring person or group for any External User is responsible for any and all damage to the facility and/or equipment/furnishings and for any loss of equipment/furnishings.
- c. There shall be no attachment of materials on any surface of the SCC or the Cancer Center building.

IX. SPONSORSHIP

- a. The Cancer Center Programs or the UH affiliate users may sponsor other external organizations if the activity is related to or is in line with the mission of the Cancer Center or benefits the Cancer Center or the UH.

- b. Sponsorship qualifies the external organizations to use the SCC but does not reduce or eliminate the rental fee due to the Cancer Center for the use of the facility.
- c. The sponsoring program shall be responsible for all charges, including damages resulting from the use of the facility if external user fails to pay within thirty (30) days. Section IV. C., Conditions for Facilities Usage and Section VII. D., Conduct and responsibility – applicable sections.
- d. The sponsored entity shall agree to comply with all UH and Cancer Center rules and regulations.

XI. TERMINATION

If User fails to perform any of its obligations hereunder, as may be determined by the Cancer Center, the Cancer Center may immediately terminate this Agreement and hold User responsible for all applicable fees and charges, including, without limitation, any cancellation charges, cleanup and restoration charges, and extraordinary charges. Notwithstanding any such termination, the User's payment obligations and obligations to indemnify, defend, hold harmless, and provide and maintain insurance will survive and continue with respect to any claims or matters arising or occurring prior to such termination.

XII. APPLICABILITY AND TERMS

Exceptions and/or changes to these guidelines and procedures may be made by the Cancer Center Director or his/her designee at any time, given extraordinary circumstances. These guidelines and procedures shall be reviewed periodically and amendments made as appropriate. These guidelines and procedures are subject to change.