

# Procedures for the Temporary Use of Space at the University of Toronto

October 19, 2010

These administrative procedures accompany the *Policy on the Temporary Use of Space at the University of Toronto* (hereinafter referred to as the *Policy*).

These administrative procedures have been developed by the Office of the Vice President and Provost in accordance with the *Policy on the Temporary use of Space*. The Office of the Vice Provost will monitor, review and amend these procedures from time to time as appropriate for the implementation of the *Policy*.

All space agreements regarding commercial filming or photography are governed by the *Policy for Film Liaison*, the *Policy on the Temporary Use of Space at the University of Toronto* does not apply.

## **I. Use of Space Requests**

1. Members of the University and others may use University space provided that it is reserved in advance for organized purposes in accordance with the principles presented in the *Policy* and that it is used in compliance with all other University policies and regulations, and all applicable laws. If the policies and procedures for the temporary use of University space are not followed by any individual or group, the University reserves the right to withdraw or deny access to the use of its facilities and space, and to take action for payment of any outstanding fees or damages, and to pursue such other actions or remedies as may be available under University policy or at law.
2. The Assistant Vice-President, Campus and Facilities Planning has a central role to play in providing advice and direction in the temporary of use space and will maintain a list of room allocation offices and direct the requests to the appropriate space holder. A copy of the listing of such offices is available from the respective offices of space management on each campus.
3. Requests for the temporary use of University space are considered largely on the basis of information provided by the requestor. Misrepresentation or omission of relevant information may result in the cancellation of the reservation without notice to or recourse by the requestor. In cases where it is not immediately apparent, space booked in the name of University academic or administrative unit must have appropriate authorization.
4. Curriculum-related activities of constituent groups within student societies (i.e., course unions and departmental academic societies) are normally considered be included in the events described in section 3.c. of the *Policy on the Temporary Use of Space*.

## **II. Room Rental Rates & Determination of Rental Charges**

1. Room rental rates are determined at the discretion of the University and the particular office involved. These rates are to be reported annually to the Accommodations and Facilities Directorate (AFD).
2. Rates are based on the category of user, the nature of the event, the size of the room, the time and duration of the event, and/or other relevant factors.
3. Academic and non-academic University events and student and employee group activities are normally charged a lesser rate than external users. Recognized campus groups are not normally charged for rental of classroom space.
4. Rates for external users<sup>1</sup> should reflect market rates for comparable space outside of the University.

## **III. Other Charges**

1. The University may, as a condition of booking, require that authorized security be made available during the use of the space, including but not limited to where the building would normally be closed at the time of the event. The University may require such security to be provided at the cost of the user and to be arranged by the University.
2. The University at its discretion may assess additional security requirements and require that the Campus Police be present at any event. These costs are normally the responsibility of the group booking the event.
3. Over and above the rental charge and security costs, all users will be required to pay any relevant additional costs. Examples of additional costs may include:
  - a. Use of public address, audio-visual or other equipment or operators;
  - b. Additional caretaking costs or extraordinary cleaning ;
  - c. Special arrangements with parking and grounds departments;
  - d. Special setups where applicable; and/or
  - e. Damage or undue wear and tear.

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<sup>1</sup> This does not include arrangements related to external media production organizations as these are covered under the *Policy for Film Liaison*.

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4. Charges for such costs will be reported to the booking office who will forward them to the user for payment.
5. An external user may be required to carry liability insurance for the event, the provisions and amount of which will be subject to the approval of the University. Proof of this insurance must be on file in advance of the event with the room booking office.
6. The cancellation policy will be determined by the responsible division and communicated to the user at the time of booking. The user will be required to provide the notice of cancellation in writing in all circumstances. Groups that have booked space and fail to cancel in accordance with the relevant cancellation policy may be charged the relevant booking rates and any additional costs that have been incurred, whether or not they actually use the space.

### **IV. Refusal of Bookings**

1. The University may refuse any booking request in accordance with its *Policy on the Temporary Use of Space*. In particular, the following are examples where the University may refuse a request to book the use of its space:
  - a. Where there are health and safety concerns related to the use of space requested;
  - b. Where there has been misrepresentation, unusual wear and tear, health and safety concerns, or breaches of University policy or any applicable laws regarding previous events involving the requesting organization, whether or not they are internal or external;
  - c. When insufficient notice is given or staff is not available. Written requests must be received by the booking office no later than 5:00 p.m. on the fifth business day prior to the event.
2. The University may refuse requests for subsequent bookings when there has been a failure to pay outstanding invoices or another breach of the *Policy*.
3. Individuals and individual members of the University community may not book academic facilities for private use. Weddings, and other private gatherings, may be booked in facilities appropriate to these events.
4. An internal group who has been refused a booking can make a written request for a review of the refusal to the director of the relevant booking office and thereafter to the Office of the Vice-President and Provost, whose decision on the matter will be final.

**V. Conditions and Regulations Governing the Use of Facilities**

1. Academic and administrative divisions across the three campuses that book space are required to have the following elements in their facilities request booking form:
  - a. Individual and Organization contact information;
  - b. A sufficient description of event (including whether it is open to the public or not);
  - c. Conditions for Booking including:
    - i. Written agreement by user to abide by the *Policy*, these Procedures and all applicable University policies, federal and provincial statutes and municipal by-laws relating to private property, the rights of the individual and the University.
    - ii. Written confirmation from the user that indicates the understanding that the space is for the sole use of the requesting group and not for any other group.
    - iii. Confirmation that the user will comply with the relevant cancellation policy and unless a cancellation is received in accordance with the relevant procedure, the user will be responsible for the applicable room rates and any additional costs incurred regardless of whether or not the space has been used.
2. Misrepresentation or omission of relevant information may result in the cancellation of the reservation without notice to or recourse by the requestor.
3. Temporary bookings may be pre-empted by requests for academic use of a space, when such a request is received in a timely manner. In such circumstances, reasonable efforts will be made to reschedule or relocate the pre-empted booking.
4.
  - a. With respect to bookings by recognized campus groups, student societies, employee groups, and external groups, communications and promotional material should not inaccurately state or imply that the University is connected with the event, including naming the University of Toronto as part of the location address for the event, unless written permission has been given in advance by the booking office.
  - b. A reserving organization will ensure that all communications, advertising and promotional material relating to non-University of Toronto events include the statement that “This event is not a U of T event”, unless written permission has been given in advance by the booking office.
5. Promotional material may be posted only on notice boards provided for that purpose.

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6. Unless prohibited by the facility, event organizers may arrange ushers and ticket takers, who may request reasonable behavior of members of the audience. However, security matters, including any use of physical restraint, are the sole responsibility of the Campus Police.
7. The reserving organization agrees to ensure that no alterations to or tampering with University fabric, utilities or facilities will occur without explicit permission of an authorized University officer. If any such work is approved, it may only be carried out by persons authorized by the University.
8. Only props and displays constructed of nonflammable materials may be used within a University building.
9. No open flame, heating apparatus and/or cooking apparatus may be used without explicit permission of an authorized University officer.
10. The cost of repairing or replacing damaged University facilities incurred as the result of an event will be borne by the reserving organization. Such repairs or replacements will be done by the University.
11. The organization in whose name each facility reservation is made will expressly undertake to ensure that all participants in an event:
  - a. Refrain from taking food or beverages into classrooms, lecture theatres or auditoria
  - b. Refrain from smoking in any University building in accordance with the University of Toronto's *Smoking Policy*.
12. The organization in whose name each facility reservation is made will be advised that alcohol use and service on campus is governed by the *Liquor License Act of Ontario*, the associated regulations under the *Act* and the *University of Toronto Alcohol Policy* and the regulations under the *Policy*.
  - a. Permission to rent or use space on a University of Toronto campus does not automatically convey the privilege of alcohol licensing. The use and service of alcohol in a campus facility is administered through the Designated License Holder within whose authority the space is included. A Dean, Principal, or Officer responsible for the space in which alcohol service is proposed may be required to sign approval for the licensed event.
  - b. Licensing facilities is dependent on meeting all of the provincial and municipal approvals and the conditions applied by the designated license holder, which include all arrangements for the delivery and service of alcohol to be served in the facility from the designated office on each campus.
  - c. Approvals for licensed events are given on a case-by-case basis in accordance with (a.) above.

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13. Maximum room occupancy must not be exceeded. Corridors, stairways and aisles must be kept free of obstructions.
14. Any electrical equipment, including public address systems, amplifiers, overhead or film projectors must bear a CSA or Electrical Safety Authority approval.
15. The University bears no responsibility for loss or damage to property brought on University premises by a non-university organization or group. Similarly, the University's insurance policies provide no coverage for such loss or damage.
16. At the University's discretion, a written agreement incorporating additional items governing the use of space may be required between the organization and the University.