

ASU Memorial Union/Student Pavilion Outdoor Event Space Terms and Conditions of Use

1. **Accountability:** Registered student organizations, campus departments and non-ASU organizations NUO's are responsible for the actions and behaviors of their officers, members and employees.
2. **Assumption of Risk, Waiver and Release of Liability form:**
For participation type events/activities, an Assumption of Risk, Waiver and Release of Liability form may be required to provide participants with a better understanding of the risks associated with participating and the associated responsibilities. The Environmental Health and Safety/Risk Management Department may require a participant waiver for a particular event/ activity.
3. **Authorization:** An event is not considered authorized/ approved until all affected departments have approved the event and any required payments have been made and/or arranged.
4. **Use of Space:** Space may be reserved by a registered student organization or campus department on a first come first serve basis, one space per day, 10 days at one time. Requests must be submitted 2 full working days in advance. However, special events any event that includes a non-university organization should be submitted at least 2 weeks in advance as most will require extra approvals, insurance and/or fees. The last day to schedule mall space is the last day of regularly scheduled classes each semester. No reservations will be accepted during final exams.
5. **Space Definitions:** Spaces 1, 2, and 4 to 23 are designated as registered student organizations and campus department spaces. Spaces 24 and 25 are special event spaces for student organizations and departments and can include sponsored non-university organizations. Spaces 36 to 40 and Section A, B and C are special event spaces for student organization events and may be reserved individually or in a block. Spaces D and E are designated as student organization special use spaces and can include sponsored non-university organizations. Student Services Lawn and the Vista Dome are designated for special events with amplification hours available. The MU North Stage can be reserved for ASU student performances including music and dance with amplification hours available. The common thoroughfare near the stage is a fire apparatus access road and a means of ingress and egress to the MU and Hayden Library, therefore these areas must at all times remain free of all obstructions including stationary crowds to allow the free flow of pedestrians and fire apparatus. Accordingly, this area shall have a minimum 20' unobstructed clearance at all times including but not limited to tables, chairs, equipment and stationary gatherings.
6. **Clean Up:** The sponsoring organization is responsible for cleanup of the space they have reserved. Sponsors of activities that include distribution of booklets, leaflets, handouts or literature must police the area for discarded materials. If materials are not cleaned up, the organization will be charged for cleanup costs. To help ASU reach sustainability goals NUO's are required to remove all packaging and trash from campus at the conclusion of the event.
7. **Disruptions:** Activities may not substantially interfere with academic or administration activities or previously scheduled events. Activities may not disrupt free flow on sidewalks or streets. The sponsoring organization is responsible for ensuring that the activity (including the audience) stays within the appropriate area.

8. **Event Registration Form:** An event registration form is required for any event/activity that has one or more of the following: an attendance of 100 people or more, high profile speakers or attendees, non ASU affiliated audience, security presence, open flame, cooking, electrical needs or generator, barricades, fencing, large displays, temporary structures, inflatables, large or multiple canopies, tents, water features, or animals <https://eventreg.asu.edu/>
9. **Lawn Events:** Notify ASU Grounds Department at 480-965-3633 or <https://cfo.asu.edu/fdm-grounds-services> to get on the no water list if the event is in the evening or on a weekend or if you will be setting up first thing in the morning.
10. **Food:** Food must be purchased through one of the University contracted food providers: Aramark, Atlasta or Sodexho Sports and Leisure or a food exception form must be submitted to MU Event and Meeting Services 14 days in advance of the event. Homemade foods are prohibited. Sales or giveaways of non-perishable food products by a registered student organization or campus department are not limited in number. Sales of non-perishable food products by a non-ASU organization or campus department may take place if approved by the MU contracted food provider and other policies in #14 below are met. Sales or giveaways of perishable food products or food prepared on site by members of a registered student organization or campus department are limited to once per month. Sales or giveaways of perishable food products or food prepared on site by a non-ASU organization are prohibited unless the non-ASU organization is participating in an event at the request of the ASU event sponsor. https://eoss.asu.edu/mu/plan_event/food
11. **Equipment:** The Memorial Union has a limited number of tables and chairs, and a sound system available for use in spaces that it reserves. The tables and chairs can be picked up from and returned to the Student Pavilion weekdays 9 am to 5 pm. Arrangements may be made for use evenings and weekends during Student Pavilion building hours for a fee. The sound system is a self-serve unit that can be picked up at the MU information desk during MU building hours. The MU equipment is not available for use at the Vista Dome. Additional equipment may be requested by contacting ASU Moving and Event Services at 480-965-1833 <https://cfo.asu.edu/moving-event-services> or an off-campus rental company.
12. **Vehicles:** Most of the locations reserved by the MU are in the walk only zone where vehicles are prohibited. Items must be hand trucked in from a designated loading zone or parking structure. Paid visitor parking is available in the Apache Blvd parking structure. Additional parking info can be found at <https://cfo.asu.edu/pts>
13. **Amplification:** Amplification is allowed on The MU North Stage, Student Services Lawn and the Vista Dome. Sound must face south on the North Stage and east on SSV Lawn. Hours during which amplification may occur are: Monday to Friday 11:30 am to 1:00 pm, Monday to Friday 5:00 pm to 10 pm and Saturday 8:00 am to 10 pm. Amplification is prohibited on Sundays. Amplification must stay at or below 75 decibels measured at 30 feet from source of sound. Bands must make accommodations to stay under the decibel level such as using drum brushes and acoustic instruments. Amplification at the Vista dome is permitted 7 days a week from 8 am to 10 pm.

14. **Sales/Promotion:** Registered student organizations and campus departments may conduct sales for their own fundraising purposes. If a non-ASU organization wishes to sell or promote on campus they must be sponsored by a student organization submit a sales/promotion agreement, https://eoss.asu.edu/mu/plan_event/sales pay the appropriate fees as listed in #19, and if selling provide a Tempe sales tax license (to obtain a license, call 480-350-2955 for information); and, an Arizona revenue license (call 602-542-4576 for information, or visit the State's office at 1600 W. Monroe in Phoenix or on the web at <https://azdor.gov/transaction-privilege-tax-tpt>). A student organization may sponsor a non-ASU organization for a maximum of 5 days per semester. Campus departments may only sponsor NUO's as part of a special event hosted by the department. To help ASU reach sustainability goals NUO's are required to remove all packaging and trash from campus at the conclusion of the event.
15. **Credit Cards:** Associated Students of Arizona State University Undergraduate Student Government passed a resolution (SB 63, 2003) encouraging the Student Organization Support Office not to approve credit card vendors. ASU groups are encouraged to keep this in mind when partnering with a non-university organization.
16. **Prohibited Sales/Promotion**
- *The offering of unfair, improper and deceptive inducements
 - *The use of any manipulative, deceptive or fraudulent device, scheme, or artifice including misleading advertising and sales literature
 - *Any oral or written representation that suggests or gives rise to the appearance that ASU sponsors or endorses that organization, its agents or the goods, services and/or commodities being offered.
 - *Any activity that is in violation of the ABOR Student Code of Conduct or ASU policy
 - *Sales/promotion of any product or service that creates a conflict with any existing university contract or relationship.
17. **Trademark:** Arizona State University, Sun Devils, Sparky, the pitchfork, the seal, the sunburst and other facsimiles thereof are LICENSED trademarks which require permission for use. Submit your sales product design for approval to ASU Trademark Licensing: <https://cfo.asu.edu/trademark-and-licensing>
18. **Raffles:** No one may conduct a raffle or any other form of amusement gambling without meeting certain guidelines as determined by the Arizona Attorney General's office. <https://ogc.asu.edu/gambling-raffles>
19. **Fees:** Fees are required from all non-ASU organizations as follows:
- Sales/promotion**
- \$200 per semester registration fee/ \$100 per semester for non-profits payable to the Memorial Union, plus a premium fee of \$350 per day during fall and spring welcome weeks and the first two weeks of each semester (\$175 payable to the MU and \$175 payable to the sponsoring organization) **OR** the registration fee plus a minimum daily fee of \$125 payable to the sponsoring organization during non-premium weeks. These events are 1 6' table and or 10 x 10 canopy, a small footprint activation.

Special Events

\$200 per day payable to the MU and a daily fee negotiated by and made payable to the sponsoring organization (minimum value of \$200). These events may include amplification, displays, inflatables or other activities that have a larger footprint or require special set up.

Campus Tour/Turnkey Promotion Fee:

\$300 payable to the MU plus a fee made payable to and negotiated by the sponsoring organization. These events typically have a larger footprint and travel to campuses across the United States.

Space Fee

\$300 space fee applies to all ASU affiliated groups hosting events in MU monitored spaces when there is any type of fee to attend the event.

Fees do not apply to events whose purpose is to recruit students for employment, community service or participation in programs sponsored by an ASU entity unless the sponsor is receiving payment for hosting the event or the event qualifies as a special event or campus tour.

Fees do not apply to events whose purpose is to inform the ASU community of matters of public concern/interest based on the first amendment right to free speech, unless the sponsor is receiving payment for hosting the event.

20. **Insurance:** Proof of insurance is required if an event: (a) fits in a category denoted by an “*” on the Request Form, and (b) involves the participation of a non-ASU organization. The NUO at it’s expense will procure and maintain, during the term, a policy of commercial general liability insurance in an amount of not less than \$1 million single limit, against claims for bodily injury, death and property damage occurring in connection with the NUO’s use of the space. This insurance must name the Arizona Board of Regents, Arizona State University and the State of Arizona as additional insureds. NUO must provide ASU with a certificate evidencing this coverage no later than 10 days prior to the use of space. Events involving expressive activities shall be exempt from the insurance requirement if the non-ASU organization cooperates with the University Risk Manager or his designee in planning the event and enters into an indemnification agreement.
21. **Indemnification:** Indemnification is required for events that do not carry an “*” on the Request Form and a non-ASU organization is being sponsored. Insurance, as identified in #20 above, may be substituted for the indemnification requirement.
22. **Prohibited Conduct/Disruptive events** ASU is a tobacco free campus and weapons explosives and fireworks are prohibited. Event may be terminated for conduct in violation of USI 802:01 <http://www.asu.edu/aad/manuals/ssm/ssm802-01.html> or for violation of any ASU policy or city, state, federal law.

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