



**The University of Montana-Helena**  
COLLEGE OF TECHNOLOGY

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**Policy Number:** 600.7

**Policy Title:** Facility Use Policy

**Subject: (choose one)** Section 600. Physical Plant

**Date Adopted:** May 5, 2009

**Date(s) Revised:**

**Approved by:**



Daniel J. Bingham  
Dean/CEO  
The University of Montana – Helena  
College of Technology

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**POLICY STATEMENT:**

All property of The University of Montana-Helena College of Technology (UMH) including the buildings and improvements thereof is the property of the State of Montana and is under the jurisdiction and control of the Montana Board of Regents. All UMH property is managed for the specific purpose of fulfilling the educational mission of UMH as a State supported institution of higher education applicable to state and federal laws, the policies of the Board of Regents, and the policies of UMH. Use and cost for the use of campus facilities by any campus or off-campus group or organization is governed by this policy.

All UM-Helena college policies shall adhere to and be consistent with relevant federal and state laws, rules, and regulations; with Board of Regents' policies and procedures; and with the University of Montana's policies and procedures.

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## **PROCEDURES:**

### **1) Priority of Use**

#### a) Regularly Scheduled University Programs & Activities

- (1) Any programs, activities, or events that have been recurring or regularly scheduled by those administrators responsible for scheduling of the particular property or facilities required and that are reasonably related to the educational mission of UM-Helena.

#### b) Student Organizations

- (1) Any activity or event sponsored by any ASUMH recognized student organization providing it is consistent with the stated objectives of the organization or the educational mission of UM-Helena. Proceeds from the activity/event are to be used to defray the expenses of the activity or event, to generate a reserve to meet the organization's stated objective, or to contribute to the educational mission of UM-Helena.

#### c) Faculty or Staff Organizations

- (1) Any activity or event sponsored by the faculty or staff that is appropriately scheduled and is consistent with the stated objectives of the organization or the educational mission of UM-Helena. Proceeds from the activity/event are to be used to defray the expenses of the activity or event, to generate a reserve to meet the organization's stated objective, or to contribute to the educational mission of UM-Helena.

#### d) UM-Helena Affiliated Organizations

- (1) Any activities or events sponsored by organizations affiliated with UM-Helena by approval of the Dean\CEO, such as The University of Montana system, UM Alumni Associations, Board of Regents, etc.

#### e) Private Individual or Organization

- (1) Any appropriately scheduled activity or event sponsored by private individuals or organizations when it is established that the activity or event is a community service contributing to the cultural, social, educational, or economic development of the community or of the State.

### **2) Scheduling Use of Facilities**

#### a) Offices Responsible for Scheduling

##### i) Academic Use

- (1) Scheduling of College academic space for regularly scheduled classes is coordinated by the Registrar's Office. If an alternate classroom is needed, it is the responsibility of the faculty member to present this request to the Academic Dean's Office four weeks prior to the beginning of the semester. The Registrar's Office should receive the request at least three weeks

prior to the beginning of the semester. The Registrar staff coordinates scheduling of the classrooms, labs and faculty conference rooms.

ii) Conference & Events Services

(1) Scheduling for all activities/events/meetings for off-campus users is coordinated by Community Education.

iii) Dean/CEO Conference Room and Lecture Hall

(1) Scheduling the Dean/CEO conference room shall be coordinated through the Dean/CEO Administrative Assistant.

iv) Internal Scheduling of Meeting Space

(1) Employees of the College shall schedule the use of meeting space through Microsoft Outlook; on a priority base of first come first served. Employees shall not schedule meeting spaces for external parties without following the procedures as outlined by this policy.

b) Limitations on Scheduling

i) Reserved Rights

(a) UM-Helena reserves the right to deny scheduling, reschedule an event, or cancel any reservation without notice. The College will make every attempt to provide as much notice as possible. No person or organization may regard approval of a requested schedule as a guarantee of availability of the scheduled facility for the purpose requested. These rights are reserved to protect the College against the emergencies or exigencies not known at the time of the scheduling or against violation of regulations, abuse of facilities, or breach of agreements by the users of College property or facilities.

(b) College facilities and areas may not be used in ways which: obstruct, conflict with or impair teaching, administration or other College activities or operations, or any other authorized activities on the College campus; impede or prevent others from entering, using, or leaving any College facility, service or activity; expose persons or property to substantial risk or injury; or is otherwise unlawful.

ii) Priority Among Requests

(1) Priority among requests for use of the same facility at the same time shall be determined by application of the following criteria:

(a) Academic use shall take precedence over any other purpose in academic facilities.

(b) Student use shall take precedence over any other non-College use.

(c) Academic use of auxiliary enterprise facilities will not be scheduled unless necessary.

(d) In the absence of one of the above priority considerations, priority shall be given on a first come, first served basis as received by

request from the appropriate office. Any requests for approval to "BUMP" an already scheduled event shall be made to the Dean/CEO.

c) Rents & Charges

- i) Any user of College property or facilities may be charged rent as well as any costs incident to the use of the facilities except for academic programs regularly conducted in academic facilities or other regular ongoing functions of the College in facilities provided for that purpose.
- ii) Rents and charges shall be uniformly assessed in the amount specified in the current schedule of rents and charges. The schedule of rents and charges shall be reviewed and updated bi-annually. The rate schedule is available upon request from the Assistant Dean of Fiscal and Plant Office.
- iii) Charges in addition to or in the absence of rent shall be sufficient to offset the cost to the institution of the activity or event and shall include any special arrangements requested by the user.
- iv) Liability for personal or event material is the sole responsibility of the organization requesting the use of College facilities. In no way will UM-Helena be responsible for damage to or loss of personal or event related material(s) that are not the property of the College. The organization requesting the use of the facility is solely responsible for any materials transported or delivered to, used or remaining at the College Campus.
- v) Payment may be assessed for any damages to the facility or property that exceeds normal wear and for any unanticipated costs incurred by the College incident to the use of the facility or property.
- vi) Current facilities use rates are available from the Assistant Dean of Fiscal and Plant Office.
- vii) Non-College affiliate users must sign a written agreement with the College setting forth the forgoing requirements as well as any additional requirements pertaining to the use of the facility. Agreements for long term use of College facilities may require the preparation of a more detail use agreement for the facilities. Events involving significant physical, equipment use or which may pose a potential harm to participants and or facilities must accompany the use agreement with appropriate liability documentation.
- viii) Those requesting the use of UM-Helena facilities other than UM-Helena faculty and staff will be placed into one of three user categories. These categories take into consideration the structure, nature and intent of the utilization, and the sponsor.

(1) Category I User - No Charge

- (a) All classes, events, meetings, or other activities which the College's administration may decide to directly cosponsor with other agencies/organizations/community groups.
- (b) Academic classes offered by other units of the Montana University

System and approved by the UM - Helena College of Technology administration which are held during the regular operating hours of the College and do not require special setup such as; computer labs, satellite feeds, Interactive Television equipment, etc.

- (2) Category II User - Possible Fee Charges (See Category II Fee Schedule for applicable charges)
  - (a) Meetings, events or other activities whose purpose is to provide (at no charge) public information, cultural enlightenment, or general instruction.
  - (b) Meetings, events, or other activities sponsored by public agencies/public institutions for the purpose of training, informing, or up-grading its employees or the public in general.
  - (c) Meetings by non-profit groups which are open to the general public and whose purpose is not to promote any particular political or religious viewpoint.
  - (d) Meetings, events or other activities that do not require special setup such as; computer labs, satellite feeds, Interactive Television equipment, etc. (See Technical Fee Schedule for applicable charges.)
  - (e) Fees for all usage will be negotiated and a deposit of 25% of the anticipated total at the time of booking will be required with the total amount remitted three (3) days previous to the start of the event.
- (3) Category III User - Fees Charged (See Category III Fee Schedule for applicable charges)
  - (a) Meetings, events or other activities:
    - (i) designed to promote or merchandise a product or service for the purpose of financial gain;
    - (ii) promote a specific religious viewpoint; or
    - (iii) promote a specific political doctrine or party.
    - (iv) In these cases the sponsor will be required to actively work with UM – Helena College of Technology to guarantee that all publicity clearly states that the College is not a sponsor/co-sponsor of the activity. Rental of space in the Student Center for these purposes will be allowed only during those periods when students are not utilizing the facility. Prepayment of fees is required.
  - (b) Training sessions, seminars or meetings by profit-making organizations which are closed to the general public and/or designed to enhance the operations/skills of employees or their associates. Prepayment of fees is required.
  - (c) Meetings, events, or other activities which charge/request admission,

registration or other direct/indirect fees of those participating. Prepayment of fees is required.

(d) After appropriate approval, conventions, regional meetings or other large gatherings requiring numerous areas or campus-wide usage will be allowed.

(e) Fees for all usage will be negotiated and a deposit of 25% of the anticipated total at the time of booking will be required with the total amount remitted three (3) days previous to the start of the event.

ix) Multi-media, Audio/Visual, and other Special Equipment

(1) Rental of Multi-Media and Audiovisual equipment must be coordinated with the Information Technology office. A minimum of three days notice is preferred when requesting the rental of such equipment. The IT office can be reached at 444-6775.

(2) Other special equipment rental fees will be included in the price of the room rental. Rooms such as industrial shops will have a special per person fee attached to the room rental fee for the use of specialized equipment.

**3) Food and Beverage**

a) Sale of Food or Beverages

i) Events requiring food or beverage service will be scheduled in those facilities specially equipped to provide such services except by special permission from the Assistant Dean of Fiscal and Plant. UM-Helena Food Service has the right of first refusal to provide all food and beverages on campus. Organizations or individuals using College facilities may not sell or serve food or beverages that are provided by commercial or domestic sources other than the UM-Helena Food Service without prior approval from the Assistant Dean of Fiscal and Plant. Only if the needs or wants of the organization or individual cannot be reasonably provided by the College Food Service resources will special consideration be given to such requests. Any such service must meet all applicable, local, state, and federal codes that pertain to the service of food and beverages for public consumption. A waiver form is available from the Assistant Dean of Fiscal and Plant.

ii) "Brown-Bagging" events do not require permission, although all food must be consumed in approved areas of the College. All events where food is to be consumed must notify custodial services prior to the event.

iii) The rooms/meeting spaces where food and beverage may be consumed are as follows: (any exceptions to the policy must be approved by the appropriate Dean or Executive Director)

(1) Student Center

(2) Lecture Hall

(3) Community Education multi-purpose room

(4) Faculty, Staff, Student break rooms

iv) Consumption and use of Alcoholic Beverages

- (1) The use or possession of intoxicating liquor, including beer, is prohibited in the buildings and on the grounds of The University of Montana-Helena College of Technology, except in limited approved circumstances (UMH Policy 600.xxxxx).
  - (2) A waiver (UMH Policy 600.xxxxx), approved by the Dean/CEO, for the use of alcohol at certain special events may be obtained. Event organizers must contact the Assistant Dean of Fiscal and Plant Office to apply for a waiver for an alcohol permit
  - (3) Facility users and activity/event participants must abide by all UM-Helena policies, Board of Regents policies (BOR503.1), and local, state, and federal laws. Campus guidelines and waiver forms are available from the Assistant Dean of Fiscal and Plant.
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## CONTRACT FEE ADDENDUM

*(not part of the Facility Use Policy; all fees are subject to revision at any time)*

### CATEGORY II & III USER RENTAL FEES

The fees below reflect HALF-DAY and FULL-DAY. For contract time frame purposes the terms "half-day" and "full-day" shall be used to designate rental periods and are differentiated in the following way.

(1) HD: Half-day any Five (5) or less hour block of time.

(2) FD: Full-day any Five and a half (5 1/2) to Nine (9) hour block of time.

Setup and take down will be conducted during these blocks of time. Any time required beyond the contracted period will be billed at a rate of \$25.00/half hour.

Shop prices will be at a FULL-DAY flat rate. UM-Helena will not provide the consumable items required for shop usage (welding rod, welding wire, oils, rags, etc.)

The Student Center will be on a PER HOUR basis. All day use will be at a rate of \$195 (includes set-up/maintenance fees).

\*Category III User Groups may be subject to a 10% increase in applicable fees at the discretion of the Facilities Use Committee.

Number of People	Academic Classrooms	Conference Rooms	Shops	Computer Labs	Student Center Per Hour Use
1-20	\$30 HD \$55 FD	\$40 HD \$70 FD	\$120+\$40/person	\$75 HD \$105 FD	\$30 HD \$195 FD
20-30	\$40 HD \$65 FD	\$50 HD \$80 FD	\$120+\$40/person	\$80 HD \$110 FD	\$30 HD \$195 FD
30-40	\$50 HD \$75 FD	\$60 HD \$90 FD	\$120+\$40/person	\$85 HD \$115 FD	\$35 HD \$195 FD
45-55	\$60 HD \$85 FD	NA, SC. or LH?	\$120+\$40/person	NA	\$35 HD \$195 FD
55-95	\$75 HD \$95 FD			NA	\$40 HD \$195 FD
FLAT FEE FOR LECTURE HALL USE IS \$75 HD - \$120 FD					

### TECHNICAL FEE SCHEDULE FOR USERS

All users of the facilities at UM-Helena, regardless of their category, may be assessed the following fees for special services required.

- Computer lab set-up charges to include installations and removal of software, and/or equipment changes will be \$30.00 per hour with a one hour minimum.
- Use of technical equipment such as computer and LCD projector, PA system, VCR, televisions, slide projectors, etc.; when not already installed for use, will be \$30.00 per hour for setup and take down with a one hour minimum.

- Special conference arrangements over and above the usual setup of meals, breaks, and room design included in the rental fee will be \$30.00 per hour with a one hour minimum.
- All breaks, meals, and drinks must be contracted through UM-Helena Food Service. No outside food or beverages may be brought onto the campus by any User Group. In the event the UM-Helena Food Service refuses service to the User Group, outside accommodations will be considered for approval. A waiver form is available from the Assistant Dean of Fiscal and Plant and must be completed and on file prior to the event.
- Staffing requirements for unlocking, monitoring, and locking the doors of the building during weekends, holidays, or other days when the campus is normally closed with no staff onsite will be \$45.00 per hour with a one hour minimum.

### **MULTI MEDIA AUDIO/VISUAL FEE SCHEDULE**

<b>Item</b>	<b>Price</b>	<b>Item</b>	<b>Price</b>
Easel	\$0	DVD/VHS Player	\$10
Easel w/Flip Chart	\$25	TV	\$10
Podium, Free Standing	\$10	Projector (LCD)	\$25
Tables (8 foot)		Projector (Overhead)	\$10
Whiteboard	\$15	Projection Screen	\$20
Chairs	\$.50 each	Hearing Assistance Unit	\$0
Sound System w/wireless microphones	\$40		



## UM-Helena Facility Use Contract

Organization/Person Requesting Space/Room

Today's Date

Title of Event

Billing Address

City/State

Mail Code

Telephone/Fax Number/Email

Event Date(s)

Event Time(s)

Attendance Number

Company Contact Person

College Representative

### Conditions of Contract

#### USE AGREEMENT

All University of Montana – Helena College of Technology (UMH) use of campus facilities are tentative until a signed contract is completed and on file in the office of the Assistant Dean of Fiscal and Plant; office business hours are 8:00 a.m. to 5:00 p.m. A 25% deposit must accompany any contract at time of booking that requires a financial obligation with remainder due three (3) days prior to the contracted event. Details of the event reservations are set forth in this contract and are agreed upon by the organization/person entering into this contract.

#### TIME USAGE CLARIFICATIONS

For contract time frame purposes the terms "half-day" and "full-day" shall be used to designate rental periods and are differentiated in the following way.

(1) Half-day any Five (5) or less hour block of time.

(2) Full-day any Five and a half (5 1/2) to Nine (9) hour block of time.

Setup and take down will be conducted during these blocks of time. Any time required beyond the contracted period will be billed at a rate of \$25.00/half hour.

## CANCELLATIONS

Any cancellation by the organization/person after a contract has been signed shall result in the forfeiture of an identified percent of the total dollar amount of the negotiated contract. This forfeiture amount will adhere to the following schedule.

Cancellation of event six to ten (6 - 10) business days prior to the event forfeits 25% of the negotiated contract(s). Cancellation of event four to five (4 - 5) business days prior to the event forfeits 50% of negotiated contract(s). Cancellation of event one to three (1 - 3) business days prior to the event forfeits 100% of negotiated contract(s).

## EVENT SCHEDULING

The organization/person will designate a contact person who will be responsible for coordinating with the appropriate College personnel. Changes to confirmed room/area reservation setup(s) less than three (3) days prior to the event shall be subject to an additional charge (see equipment and rental rates document for prices). Special software/ hardware set ups/configurations necessary for an event, that are not provided by the College, must be provided to the College Information Technology (IT) staff at least two weeks prior to the event. Appropriate software licenses must be presented prior to installation on College computing systems. Persons providing training in afore mentioned software/hardware must show documentation of qualifications to provide instruction in said software/hardware. All space/area, room and equipment needs must be scheduled through the appropriate College personnel.

## SPACE UTILIZATION:

The organization/person has inspected the premises and accepts the condition in which it was found and will hold the University of Montana-Helena College of Technology and any of its Governing Boards, harmless by reason of any accident, injury or claim of damage. The organization/person acknowledges that other organizations/persons may be using the center and will not commit nor permit to be committed any act which may interfere with the right of usage by other organization(s)/person(s).

## CATERING SERVICES:

All food and beverage prepared, sold or consumed at UM-Helena (excluding vending machines) shall be contracted through **UM-Helena Food Services**. To allow the best service possible, a one week advanced notice is requested with a **minimum** advance notice of 72 hours required on all catering services. Any orders received within 72-hours of an event may not be accommodated at the discretion of the College's Catering Services. Organization(s)/person(s) in violation of food services requirements will have a **'loss-of-revenue fee'** added to their room charge which will be based on the estimated loss to the College as determined by the UM-Helena Food Service Coordinator. Food will be allowed only in designated areas; Student Center, Community Education Center, Donaldson Lecture Hall, and other designated meeting areas as determined by College Administration. The consumption of alcohol on any College property shall follow the College's Alcohol Use Policy process prior to consumption (UMH Policy 600.6 ).

## CONDITIONS OF PREMISES:

The organization/person is responsible for all damages or losses to the room(s), area(s), furniture, fixtures or equipment that has been reserved, excepting normal wear and tear. **Furniture, fixtures, etc., are not to be moved nor the attachment of any**

**signs posters or other articles to walls, including interior, and exterior doors, furniture, windows, or fixtures without prior approval from the College Facility office. Failure to receive approval will result in additional charges** to the organization/person (see equipment and rental rates document for prices). Should the facility being rented need special non-routine cleaning due to event activities, an additional charge to the organization/person shall be assessed (see equipment and rental rates document for prices). Loading or unloading of supplies and equipment is to be done in approved receiving zones, after which all vehicles shall be moved to designated parking areas. All room/area decorations must be approved by the College Facility Office/ Assistant Dean of Fiscal and Plant.

#### **ADHERENCE TO LAW:**

All activities will be conducted in accordance with college, federal, state and local laws and regulations for higher education facilities which include but are not limited to: Title II of the Americans with Disabilities Act, the consumption of food and beverages, nonsmoking requirements, use of copyrighted material(s), etc. UM-Helena management reserves the right to remove any individual(s)/or organization(s), who are considered unruly, disruptive or abusive of college, federal, state or local laws and regulations. Should such action be warranted no refund of payments received or billed will be granted. The organization/person agrees to pay all costs, expenses and fees incidental to the organization/person using the premises and to indemnify and hold the College free and harmless -- keeping the premises free from all liens.

All activities will be governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the District Court for Missoula County, Missoula, Montana, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

#### **AVOID POTENTIAL PROBLEMS:**

Should special considerations, accommodations, or variations be necessary during the implementation of this contract the organization/person shall be responsible for contacting College management to avoid problems and unnecessary charges.

#### **LIABILITY FOR PERSONAL OR EVENT MATERIAL: (Indemnification)**

The UMH shall have no responsibility for the safety and/or security of any property belonging to the organization/person or to those persons participating in the use of property by organization/person expressly releases and discharges UMH for any and all liabilities for any loss, injury, or damages to any such property.

UMH shall have no responsibility for the safety and/or security of any person participating in the use of the property by the organization/person except as may arise from the negligence of UMH. The organization/person expressly agree to indemnify and hold harmless UMH, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in organization/person's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of the organization/person.

In the sole discretion of UMH, at all times during the use of the property, the organization/person may be required to have a policy of comprehensive liability insurance, including public liability and property damage, written by a company licensed to do business in the state of Montana, covering the use contemplated by this agreement in the amount of \$1,000,000.00. The organization/person agrees that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights on any injured or damaged person or entity insofar as said person or entity may have claims against UMH.

Where the organization/person has acquired an appropriate permit for the sale or distribution of alcohol beverages, the organization/person shall maintain, or employ a licensed bartender with a policy or policies of Liquor Liability Protection (Tavern) insurance with limits of not less than \$1,000,000. Such insurance shall be evidenced on the certificate of insurance which must be furnished as part of the contract with UMH

If the organization/person is a department, division, or other unit of UMH, this paragraph and all requirements included within it are null and do not become part of the agreement between the parties. If the organization/person is a state or federal government agency, indemnification is not required where prohibited by law.

**FACSIMILE CONTRACTS:**

Any contract that is signed by the organization/person, faxed to the College campus, and signed by an authorized College representative, will be considered legally binding until the organization/person provides the College with the original signed hardcopy contract.

**ADDENDUMS:**

All requested changes, modifications, alterations and/or exemptions to this contract are considered invalid without a clearly outlined and attached addendum, approved and signed by the Assistant Dean of Fiscal and Plant. The College Dean/CEO reserves the sole right to approve or deny all requested addendums to this contract.

**The organization/person agrees to notify College facility staff of any change(s) in the reservation three (3) days prior to the event to receive an accommodation.**

\_\_\_\_\_  
Organization/Person authorized event representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized UM-Helena representative

\_\_\_\_\_  
Date

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