

BUILDING USAGE AND RENTAL POLICY

UNIVERSITY of NEBRASKA at KEARNEY



Effective Date: July 1, 2026

Last Revised: July 1, 2026

Original Board Approval: TBD

Policy Contact:

UNK Strategic Partnerships and Operations
Michael Christen, christenmt2@unk.edu

Policy Scope and Statement

This Building Usage and Rental Policy (“Policy”) governs the reservation, use, and operation of University-controlled rental spaces and Common Elements within the Regional Engagement Center (“REC”).

This Policy applies to all individuals, organizations, and University departments (“Clients”) utilizing such spaces for Events and is intended to ensure consistent operations, protection of the facility, and compliance with applicable laws, University policies, and governing agreements.

This Policy is approved and adopted by both the University of Nebraska at Kearney (“University”) and the REAC Condo Association as it relates to their respective authority over University-controlled spaces and Common Elements of the REC. This Policy does not apply to private tenant-controlled spaces, which remain under the authority and policies of each respective tenant.

Policy and Procedures

1. Definitions

Client means any individual, organization, or University department that has contracted or is seeking to contract with the University for the use of REC space.

Common Elements means those shared areas of the REC that are under the authority or control of the REAC Condo Association and/or the University, including but not limited to hallways, restrooms, lobbies, entrances, parking areas, balconies, and other shared-use portions of the facility.

Event means any meeting, conference, program, or other function conducted within the REC by or on behalf of a Client.

REC Management means the University personnel designated to oversee scheduling, operations, and administration of the REC.

Preferred Caterer means a caterer contracted and approved by the University to provide food service within the REC.

Exclusive Alcohol Vendor means the University-designated provider contracted and authorized to supply and serve alcoholic beverages at the REC.

Space Rental Agreement means the formal contract executed by non-University Clients for use of the REC.

Space Rental Acknowledgement means the internal agreement executed by University Clients for use of the REC.

2. Reservation, Eligibility, and Use of the REC

The REC is available for meetings, conferences, seminars, and similar professional or institutional Events that align with the mission and reputation of the University. The facility shall not be used for personal events including, but not limited to, political campaigns, weddings, dances, funerals, individual graduation celebrations, or birthday parties. All Events must be conducted in a manner consistent with the purpose identified at the time of reservation, and Events open to the public must be disclosed in advance and approved by REC Management.

All Clients must submit a Space and Date Reservation Form to request use of the REC. Upon written confirmation by REC Management, the requested space will be tentatively reserved. Non-University Clients must execute a Space Rental Agreement, and University Clients must complete a Space Rental Acknowledgement before an Event is considered confirmed. REC Management may allow reasonable modifications to Event details; however, all changes remain subject to availability and operational considerations.

REC Management reserves the right to deny any request, impose conditions on use, or relocate an Event within the REC as necessary. In the event of relocation, the Client may accept the alternate space or cancel the reservation without penalty. If the alternate space carries a lower rental rate than the originally reserved space, the Client shall be charged the lower applicable rental rate. If the alternate space carries a higher rental rate, the Client shall not be charged more than the originally agreed upon rental rate unless otherwise approved by the Client. Failure by the Client to complete required documentation within a reasonable timeframe may result in cancellation of the reservation.

3. Fees, Payment, and Cancellation

Rental rates, service fees, equipment fees, staffing charges, and other agreed upon costs shall be identified in the applicable Space Rental Agreement or Space Rental Acknowledgement. Modifications to an Event, including but not limited to changes in space usage, Event duration, attendance, staffing needs, equipment requests, or services requested after execution of the agreement, may result in updated pricing based on the rates in effect at the time of the requested adjustment.

Room rental fees are not subject to sales tax; however, additional services, equipment, and vendor-provided services may be subject to applicable taxes. Clients claiming tax-exempt status must provide appropriate documentation prior to execution of their agreement.

University Clients will be billed through internal fund center transfers following the Event. Non-University Clients will be invoiced following the Event, with payment due within thirty (30) days. Any unpaid balance shall accrue interest at a rate of three percent (3%) per month until paid in full.

In the event of cancellation or reduction in space usage or reserved rental period by the Client, charges shall apply based on the timing of the cancellation or change. Cancellations or changes made within fourteen (14) days of the Event will result in a charge equal to fifty percent (50%) of contracted costs. Cancellations or changes made within seven (7) days will result in a charge equal to one hundred percent (100%) of contracted costs.

The University reserves the right to terminate or suspend any Event without refund if, in the judgment of REC Management, the Event presents a risk to the safety of individuals, the condition of the facility, or the reputation of the University.

4. Facility Access, Operations, and Services

Standard hours of operation for the REC are Monday through Friday, 8:00 a.m. to 5:00 p.m. Events scheduled outside of these hours or during University-recognized holidays or closures require approval and may result in additional staffing, security, or operational fees.

Clients shall have access only to the specific spaces and time periods reserved under their agreement. Access to office areas, administrative spaces, and other restricted areas is prohibited unless expressly authorized. Clients are responsible for ensuring that all attendees and vendors always remain within authorized areas.

The reserved rental period must include all time required for Client setup, Event execution, and teardown. All vendors engaged by the Client must complete their work within the reserved timeframe. Failure to vacate the facility at the conclusion of the reserved time may result in additional charges. The reserved rental period shall not include setup or teardown performed by REC Management and included in the standard room rental.

Standard room rental includes setup and teardown of tables and chairs, access to in-room audiovisual equipment, and routine post-Event cleaning. REC Management may provide limited event coordination assistance; however, full-service event planning is not included unless separately arranged.

5. Food and Beverage Services

For Events with twenty (20) or fewer attendees, Clients may provide their own food and beverages. For Events exceeding twenty (20) attendees, Clients are required to select a caterer

from the University's list of Preferred Caterers. All catering services are contracted directly between the Client and the selected caterer, and the University assumes no responsibility for such agreements or services provided.

Alcohol service within the REC is subject to all applicable federal, state, and local laws, as well as the Regional Engagement Center Alcohol Policy. The University has designated an Exclusive Alcohol Vendor to provide alcohol service within University-controlled spaces and Common Elements of the REC. For Events with more than twenty (20) individuals, the use of the Exclusive Alcohol Vendor is required.

For Events with twenty (20) individuals or fewer, alcohol service may be managed independently by the Client; however, depending on the reserved space, Event location, or use of Common Elements, REC Management may still require use of the Exclusive Alcohol Vendor. Any independently managed alcohol service must comply with all applicable laws and policies and must remain contained within the designated Event space. Under no circumstances may alcohol be transported to or consumed in unauthorized areas of the REC.

All alcohol service must be requested in advance, approved by REC Management, and included in the applicable rental agreement. Clients are responsible for ensuring that all alcohol-related activities comply with the Regional Engagement Center Alcohol Policy and all applicable legal requirements.

6. Facility Use Restrictions, Safety, and Compliance

Clients shall not use or permit the use of any items or materials that may damage the facility or create unsafe conditions. This includes, but is not limited to, open flames, candles, confetti, glitter, or any substances that may stain or damage surfaces. No items may be affixed to walls, doors, or fixtures without prior approval.

Animals are not permitted within the REC except for service animals as defined by law. Bicycles, scooters, skateboards, and similar items are not permitted inside the facility.

REC Management may require security personnel based on the size, nature, or risk profile of an Event, and all associated costs shall be the responsibility of the Client. The REC may be closed or operate with limited services during inclement weather, University closures, or other operational circumstances.

Any Event activities occurring outside of the REC building, including use of exterior areas, greenspaces, sidewalks, parking areas, or other outdoor portions of University Village, must receive prior approval from University Village management and shall comply with all applicable University Village policies, procedures, operational requirements, and approval processes.

All Clients, guests, and vendors must comply with applicable laws, University policies, and all REC policies, including those related to alcohol service, safety, and facility use.

7. Conduct, Cleaning, Damage, and Liability

The Client is responsible for the conduct of all guests, attendees, and vendors associated with the Event. REC Management reserves the right to remove individuals or terminate an Event for behavior that is disruptive, unlawful, or inconsistent with University standards.

Standard post-Event cleaning is included in the room rental fee; however, the Client shall be responsible for any additional cleaning required due to excessive mess, use of prohibited materials, or failure of vendors to properly clean their service areas.

The Client assumes full responsibility for any damage to the facility, furnishings, or equipment caused by the Client, its guests, or its vendors. The University reserves the right to assess charges for repair, replacement, or loss of use.

5. General Provisions

Parking is available in the designated parking lot north of the REC. Additional parking arrangements may be coordinated with REC Management and may result in additional charges.

Use of the University name, logos, trademarks, or branding in connection with an Event requires prior approval. All promotional materials must be reviewed by REC Management prior to distribution.

The REC is a smoke-free facility. The possession of firearms or other dangerous weapons is prohibited in accordance with University policy. Wireless internet access is available within the REC and will be provided to Clients prior to Events.

This Policy may be amended by the University and the REAC Condo Association as necessary to ensure continued compliance with applicable laws and operational needs. The version in effect at the time of the executed Space Rental Agreement or Space Rental Acknowledgement shall govern the Client's use of the REC.

Additional Contacts & Resources

<i>Form</i>	<i>Contact</i>	<i>Link</i>
Space and Date Reservation Form	TBD	https://unk.co1.qualtrics.com/jfe/form/SV_ei0Y3tQHrft1pAy
Space Rental Agreement or Space Rental Acknowledgement	TBD	Provided to Client by REC Management

History

This is a new policy and has been adopted by the University of Nebraska at Kearney and the REAC Condo Association for application to University-controlled spaces and Common Elements within the Regional Engagement Center as of July 1, 2026.

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