

Rules
for the Allocation of Rooms, Buildings, and Property of the Technical University
of Munich (TUM) and all of Its Affiliated Institutions
Dated 16 November 1998 as amended on 28 June 2022

1. Purpose

- 1.1. These rules supplement the provisions of Articles 63 and 64 of the Budget Code of the Free State of Bavaria (*Bayerische Haushaltsordnung - BayHO*) and the KMS of 12 February 1982 No. I B 2 -5/102 82, amended by KMS on 13 March 1998 No. X/2 - 23/39348. They are to guarantee coverage of costs for the allocation of rooms, buildings, and property of TUM and create a source of income by supporting the management of TUM property resources.
- 1.2. The priority of university duties and responsibilities is to be observed for all management measures.

2. Applicability

- 2.1. These rules apply to the allocation of all rooms, buildings, property, and sports facilities at all TUM sites with the exception of its clinics.
- 2.2. These rules apply to all kinds of usages with the exception of
 - TUM courses and examinations
 - Internal university events staged by self-governing bodies
 - Events staged by university employees that are related to university work and are aimed solely at university employees (e.g. internal celebrations)
 - Continuing obligations
 - Use of StudiTUM buildings by students for which the TUM Board of Management has set separate terms of use.

3. Application and Contract

- 3.1. Interested parties must submit an application to the relevant office using the form "Vergabe von Räumen und Gebäuden" (Allocation of Rooms and Buildings) that can be found in the Services Directory under the keyword "Hörsaalvergabe" (Lecture Hall Allocation). The application form is to be filled out truthfully and completely, in particular, the applicant, the event organizer, any co-organizer, and a contact person are to be named. In addition to the application form, student groups must fill in the form "Raumvergabe — Selbstauskunft für studentische Gruppen" (Room Allocation – Self-Declaration for Student Groups) at the latest one month before the start of the event, sign it, and send it to the TUM Center for Study and Teaching for a status check. Student groups, who want to use rooms for university election preparations, firstly need to request approval of the proposed candidate list by the election committee.

A status check by the TUM Center for Study and Teaching is not necessary in this case.

- 3.2. The application must be submitted to ZA 4 — Real Estate Management at the latest 14 days before the start of the planned event. Late or incomplete applications may be rejected.
- 3.3. TUM can provide rooms for academic or other education-related events as long as they are in the interest of TUM. There is no legal right to the allocation of rooms. In particular, the allocation may be refused if:
 - There are concerns about a risk to the free democratic charter
 - The event has a religious or political party background or it involves political parties, voter groups, action groups, or comparable organizations
 - Reasons exist for a public assembly ban in accordance with Section 5 of the German Public Meetings Act (Versammlungsgesetz)
 - There are concerns about security and order at TUM
 - The event and its subject matter represent a criminal offense or invoke punishable actions
 - Other kinds of violations of law or breaches of these rules are feared
 - TUM interests, compelling security regulations or health and safety regulations rule out staging of the event
 - There are concerns that university facilities will be damaged during the event
 - Incorrect or incomplete details were provided upon submitting the application

4. Terms of Use

- 4.1. Event organizers is obliged to ensure correct running of the event and provide supervisory staff in sufficient numbers. They must take appropriate measures to ensure that the agreed maximum visitor number is not exceeded. Furthermore, they must ensure that they, or the responsible persons they nominate can be reached during the whole event.
- 4.2. Fire, construction, and legislative regulations, as well as provisions from the Regulations on Places of Assembly must be observed. In particular, it is prohibited to modify or cover corridors, emergency exits or fire extinguishing equipment and fire alarms. If movies are shown, the safety regulations for film presentations must be observed.
- 4.3. Event organizers are responsible for obtaining any permission from authorities or other permissions required to stage the event and for notifying relevant parties where necessary. Events involving music performances are to be registered in advance with GEMA (German Performing Rights Society). Event organizers are responsible for paying any GEMA fees that are due. Furthermore, event organizers are obliged to pay any additional costs (e.g. taxes or fees) related to the event.

- 4.4. Rooms and their inventory are made available in a proper condition, event organizers must verify this upon handover. They must ensure that rooms and their inventory are treated with care. Following the event, organizers must restore the room to its original condition and call attention to any damage that has occurred at the time of return.
- 4.5. The use of rooms other than those stipulated in the contract is not permitted. Event organizers are only allowed to extend use of the rooms to third parties if this is explicitly permitted by the contract.
- 4.6. Unless otherwise agreed, technical equipment and systems, in particular in lecture halls, may only be used after instruction by TUM staff.
- 4.7. Decorations and any kind of structures brought along by event organizers must be removed immediately after the event. If event organizers use their own decorations, they must be certified flame-retardant. TUM reserves the right to remove, or have stored, objects left in and outside the rooms at the expense of the event organizer. Any necessary adjustments to the media systems in the respective rooms may only be made by authorized persons and are to be restored to the original state immediately after the event by these persons.
- 4.8. Unless otherwise agreed, offering and selling goods or printed materials within the context of the event is not permitted.
- 4.9. If promotional activities or exhibitions are staged as part of the agreed use – as long as this usage is not already covered in the contract – permission needs to be obtained from TUM at the latest two weeks before the start of the usage period to avoid conflicts of interest.
- 4.10. The event and the subsequent work are to be ended so that the rooms are returned cleared in an orderly state at the end of the agreed time.
- 4.11. Unless otherwise stipulated in the contract, the university parking lot may only be used by university staff/students with parking permits.
- 4.12. The instructions of university staff are to be followed unconditionally. Event organizers are also responsible for observing the respective TUM House Rules and Terms of Use.
- 4.13. TUM logos mounted in the rooms or on the premises of TUM may not be used by external event organizers for promotional purposes or other publications. Exceptions from this provision require written permission from TUM.

5. Fees

- 5.1. As a rule, a usage fee is charged for all events over the whole usage period. It includes a rental fee and a flat rate for expenses (operating costs) plus VAT. The usage fee is adjusted by TUM and Immobilien Freistaat Bayern (Bavarian State Real Estate department) on a regular basis, as required.
- 5.2. Upon request, the rental fee can be reduced by 30% for events that fall under the particular scientific or academic interests of TUM. Furthermore, upon request, the rental fee can be reduced by a further 20% if free participation is guaranteed for members of the university. The rental fee is reduced by 50% for TUM training and continuing education events.
- 5.3. A rental fee will not be charged if institutions affiliated with TUM or members of the university stage events that do not involve third parties, are in the scientific or academic interests of TUM, and are free of charge for participants. This also applies when other public or public-funded institutions stage events to fulfill their tasks. Furthermore, a rental fee is not charged if a fee is charged to participants, but the event is being staged in the interests of TUM or it is a student representative event in accordance with Art. 52 of the Bavarian Higher Education Act (BayHSchG).
- 5.4. Operating costs are not charged if
 - the flat-rate for expenses is not to be charged due to an instruction from a superior or
 - no fee is charged to event participants and the staging of the event is in the interests of TUM.
- 5.5. Interests for the TUM within the meaning of Nos. 5.3 and 5.4 only exist if staging an event serves the direct fulfillment of responsibilities of TUM or its bodies in accordance with the higher education act, but not if the duty in question lies within the area of the Chairs or centers or other members of the university.
- 5.6. Additionally incurred costs for usage outside regular opening hours or other special user wishes that are not covered by the flat-rate calculation of the operating costs are always invoiced.

6. Fee for room usage by student groups

- 6.1. Based on the self-declaration for student groups in accordance with No. 3.1, the TUM Center for Study and Teaching decides during the status check whether the student group and the planned event are in the interests of TUM and its students. Based on the status check, the TUM Center for Study and Teaching will make a recommendation to ZA 4 — Real Estate Management regarding the charging of rental and additional costs that may differ in essence and amount from the general fee obligation in accordance with No. 5.1 if a compelling reason exists.

- 6.2. Exemptions from rental costs generally do not apply to events taking the form of a business operation (entrance fee) or to events purely for leisure (parties etc.).
- 6.3. Student groups, who want to use rooms to prepare university elections in the context of a proposed candidate list approved by the election committee, will be allocated the rooms for up to three dates per year free of rental and operating costs.

7. Provision of rooms to company founders and existing companies

7.1. The use of rooms by TUM staff for purposes other than their work, i.e. within the scope of outside professional activities as company founders, is to be regulated in written contracts with TUM. In addition to the other provisions from these Room Allocation Rules (in particular number 5 above), a contract for room use requires the submission of confirmation from the respective faculty, school, or other TUM research institute that they do not require the space and infrastructure resources that will be used during the period of the company founding activities.

7.2. Existing companies can use TUM rooms if:

- Free capacity is available and neither research nor teaching activities will be hindered by their use
- The source of funding for the infrastructure to be used permits use by third parties
- Confirmation from the respective TUM faculty, school, or research institute has been submitted stating that they do not require the resources used for this during the usage period

The other provisions of these Room Allocation Rules, in particular No. 5 remain unaffected.

8. Exemptions from the fee rule

The responsible office can allow exemptions from the provisions of No. 5:

- if, due to the staging of an event by a TUM-affiliated institution that is in the scientific or academic interest of TUM, a loss is proven that was not foreseeable and not avoidable, or
- if TUM interests exclude the charging of a fee.

9. Withdrawal

The renter can withdraw from the contract without incurring costs up to 14 days before the event. From the 13th day before the start of the event, the full payment of rental fees is required.

10. Termination

10.1. TUM can terminate the contract if reasons become known after entering the contract that preclude the allocation of rooms in accordance with No. 3.3.

10.2. No. 11 remains unaffected.

11. Liability

11.1. Applicants are liable for all personal injury and property damage caused by themselves, by event organizers, co-organizers or their staff, by guests or other third parties in connection with the event, including its preparation and subsequent work on the premises and in the buildings of TUM. TUM may request that event organizers have a sufficient liability insurance policy.

11.2. Applicants are liable, in particular, for all damage resulting from breach of obligations in accordance with No. 4.9.

11.3. The liability of TUM, its employees, and its vicarious agents towards applicants, event organizers, co-organizers, their staff, guests, or other persons involved in the event is limited to intent and gross negligence.

11.4. Applicants are obliged to exempt TUM from all claims by third parties that may be asserted in relation to the event.

11.5. If compensation claims or liability for the Free State of Bavaria result in relation to the event, the above provisions apply accordingly to the benefit of the Free State of Bavaria.

12. Special Provisions

12.1. For film and television recordings, the Joint statement of the Bavarian State Chancellery and all Bavarian State Ministries from 25 May 1992, file number 43-VV2500-3/262-30054 (Bayerischer Staatsanzeiger [Bavarian Government Gazette] No. 23/1992), amended by the bulletin from 7 August 2014 (FMBl. p. 150), applies, taking current fee rates into consideration.

12.2. No. 12.1 applies accordingly for photographs that require approval.

13. Other Provisions

The house rules of the president and his/her officers remain unaffected.

14. Responsibility

The office responsible for the enforcement of these rules is designated by the Senior Executive Vice President – Human Resources, Administration and Finance according to the fiscal allocation plan.