

PUBLIC UTILIZATION OF COLLEGE FACILITIES

Related Board of Trustees Policy: BP 6.6

OPR: Vice President for Administration

Approved: June 25, 2020

Previous Revision: May 30, 2017

PUBLIC UTILIZATION OF COLLEGE FACILITIES

The College makes its facilities available to faculty, staff, students, and the local public community, subject to *Board Policy 6.6, Campus Access and Public Expression* and space availability, in a manner consistent with the College’s teaching and learning mission.

The President of the College delegates authority to the Vice President for Administration to receive, process, and approve requests from individuals and organizations to request licensing of facilities and space for their use, as delineated in this procedure. The President reserves final authority to waive any portion of the steps and requirements of this procedure, or to disapprove a request, when deemed to be in the best interests of the College or to comply with the decisions of the College’s Board of Trustees.

The College’s licensing decisions are viewpoint neutral with respect to the requesting individuals or group. A license granted to any individual or group shall not imply an endorsement by the College or its Board of Trustees of any beliefs, practices, or views expressed by that individual or group.

Licensing is subject to reasonable time, place, and manner limits. The College reserves the right to deny licensing to individuals or groups who have previously damaged or otherwise abused College facilities or property or have materially interfered with the work, educational activities, or mission of the College.

Definitions. The following terms are used for the purpose of this procedure.

College Student Group. Members of a College-recognized student organization

License Agreement. The written agreement signed by both the College and requesting individual/group to utilize a College facility during a specified timeframe.

Licensee. A person(s) or organization granted permission via a *license agreement* or other authorization to use College facilities.

Licensor. The College’s administrative official authorized to grant access to College facilities, typically the College President or the Vice President for Administration.

Non-College Groups. A group of individuals, other than Student or College Groups, that are legally separate entities from the College, even if some of the members or participants are College employees, alumni, or students

Sponsor. A full-time employee of the College who assumes responsibility, as *licensee*, for an individual or group who request to use college facilities. The Vice President for Administration may determine eligibility criteria that limit the number of employees eligible to serve as a sponsor.

License Reservation Priorities

In general, the College considers reservations on a “first-come, first-served” basis. However, the College reserves the right to cancel or reschedule a previously made reservation to facilitate a higher-priority reservation. The College utilizes the following prioritization:

College Groups

Priority 1: Academic classes, research, and faculty and staff activities that are integral to the College’s teaching and learning mission. A College employee serves as the *licensee* and is responsible for compliance with College policies and procedures. A *License Agreement* is not required.

Priority 2: College employee conducted activities and events that are ancillary to, or in support, of the College (e.g., staff meetings, celebration events, etc.) The supervisor of the applicable administrative or academic unit, department or center serves as the *licensee* and is responsible for compliance with College policies and procedures. A *License Agreement* is not required.

Priority 3: College Student Groups. Activities and events that support a College-recognized student organization. The Dean of Students or Campus Life Coordinator, as designated by the Vice President for Students, serves as the *licensee* and is responsible for compliance with College policies and procedures. A *License Agreement* is not required.

Non-College Groups

Priority 4: *Sponsored* non-College groups. The Vice President for Administration will determine whether a *License Agreement* is required.

Priority 5: Federal, North Carolina, Craven County, or municipal (within Craven County) agencies. The Vice President for Administration will determine whether a *License Agreement* is required.

Priority 6: Higher education and K-12 educational institutions having partnerships with the College. The Vice President for Administration will determine whether a *License Agreement* is required.

Priority 7: All other groups and organizations not affiliated with the College. A *License Agreement* is required.

All users of Craven Community College facilities must comply with College policies and procedures as well as the instructions of authorized College personnel, irrespective whether a License Agreement is required. The College reserves the right to terminate access to facilities and to bar future access to users or groups who are non-compliant, disrupt the College’s operations, or interfere with the College’s ability to conduct teaching and learning activities.

Licensing Procedure

1. Prospective users of College facilities request a reservation by completing a *Campus Facilities Reservations Request* form that may be accessed via <http://cravencc.edu/partnerships/campus-facilities-reservations/>. Requests may also be made by phone, by calling (252) 639-9308. Prospective users should submit requests at least three weeks in advance. However, the College does not accept requests for *Priority 7* users more than six months in advance.

2. The Vice President for Administration (or designee) will determine the priority of the request, whether the facility(ies) requested are available, the College resources (e.g., security, custodial, information technology, etc.) that would be required to support the request, whether a *License Agreement* is required, and the amount of any fees that will be charged. A comprehensive schedule of standard fees is maintained by the Vice President for Administration as is available by request. The College reserves the right to assess individual fees to support unique user requirements.
3. The Vice President for Administration (or designee) will communicate tentative approval or disapproval of the request to the requestor.
4. If required, a *Campus Facility Use Agreement* will be forwarded to the prospective user along with a fee chart for services and facilities rental. The *Campus Facility Use Agreement* may be modified, subject to College approval, to meet the unique needs of the prospective user.
5. The reservation is entered into the College's scheduling system, and appropriate supporting resources are allocated. The reservation is tentative until the *Campus Facility Use Agreement* is completed, signed, and the user remits a 50% deposit of any required fees. The reservation may be cancelled if the deposit is not received at least two weeks in advance of the scheduled activity.
6. If the user wishes to cancel the reservation, they must provide the College with written notice of the cancellation at least three (3) business days prior to the commencement of the scheduled event. If the user cancels the event and provides the three (3) business days' written notice required, the College, at its reasonable discretion, may refund up to fifty percent (50%) of the deposit paid by user. If the user does not provide the required notice, the College, at its discretion, may require full payment of all service and facility fees and may retain any deposit paid by User.

Additional Guidelines

- The College makes its facilities available to other organizations during normal business operating hours. Reservations outside this timeframe may be considered on a case-by-case basis, but is subject to the College's ability to allocate supporting resources. Charged fees will generally be greater in these instances to cover the College's increased costs (e.g., employee overtime). In general, the College does not license facilities to outside organizations at times when the College is otherwise closed
- The College reserves the right to cancel reservations during emergency situations or when the College is closed due to adverse weather or other contingency. The College will refund any collected fees
- Any use of College facilities pursuant to this agreement shall be conducted in an orderly manner and shall not disrupt classes, meetings, ceremonies, scheduled activities, educational activities, and other essential College business taking place on campus. Users of College facilities are responsible for the conduct of persons supporting or attending their events
- No animals are allowed in campus facilities, except for service animals
- No open flame is allowed on campus or in campus facilities (e.g., candles, pyrotechnics, etc)
- College facilities must be vacated no later than 11 p.m. unless otherwise approved in advance by the President or designee
- Users of College facilities shall not provide food or beverage service at any event unless such service has been approved in advance by the Vice President for Administration (water is allowed)

- The use of public address systems or amplified sound is not allowed without prior approval from the Vice President for Administration
- Groups and individuals are expected to refrain from littering and may be held responsible for cleanup costs incurred as a result of littering.



Craven Community College Campus Facility Use Agreement

Via its authorized representatives, the **BOARD OF TRUSTEES OF CRAVEN COMMUNITY COLLEGE** ("**College**"), a North Carolina body corporate having an address of 800 College Ct, New Bern, NC 28562, and the user stated below in Section 1 (the "**User**"), collectively (the "**Parties**"), enter into this **CAMPUS FACILITY USE AGREEMENT** (the "**Agreement**"), subject to the terms and conditions set forth below.

1. Reservation Details.

User: _____

Physical Address/Phone: _____

Contact Person: _____

Location being used (the "**Facility**"): _____

Date and time of Facility's use: _____.

The Term of this Agreement shall begin at _____ [date and time] and end at _____ [date and time]. Any obligations or liability incurred by User prior to the end of the Term shall survive termination.

Event and use description ("**Scheduled Event**"): _____

Other (If applicable) (For example, listing the number of participants, gate fees/commission, equipment provided by College, etc.): See attached Exhibit B.

Fee and deposit amounts (the "**Fee**"): _____

2. **Grant of License.** The College grants to User, its officers, servants, agents and employees a revocable, nonexclusive license to use and occupy the Facility in accordance with this Agreement. User acknowledges and agrees to the Terms and Conditions set forth on Exhibit A, which are attached to this Agreement and incorporated herein.

3. **Conditions for Use.** In addition to the Terms and Conditions set forth on Exhibit A, User agrees to use and occupy the Facility in accordance with all of College's policies, regulations, rules and practices. User shall comply with all applicable state and federal laws including but not limited to fire codes and nondiscrimination laws. User agrees to use and occupy the Facility in a safe and

Careful manner. The College assumes no responsibility whatsoever, for any property placed in the Facility by User, its employees, its agents, its guests, its patrons and its invitees, and the College is hereby expressly relieved and discharged from any and all liabilities for any loss injury or damages to person or property that may be sustained by reason of the use of the Facility under this Agreement.

The Parties have caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives, whose signatures appear below:

CRAVEN COMMUNITY COLLEGE

USER

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Craven Community College Facility Use Terms and Conditions

- 1. Condition of Facility.** User acknowledges and agrees that it accepts the Facility in "as is" condition, that College is under no obligation to make any repairs, renovations, or alterations to the Facility, and that College has made no representations or warranties regarding the fitness of the Facility for User's intended purpose or use. User agrees to leave the Facility in as good condition as the Facility was in at the beginning of this Agreement, reasonable wear and tear accepted. User shall make no temporary or permanent modifications to the Facility without the prior written consent of College, and User shall be solely responsible for the cost of any modifications or damage, including loss or theft, to the Facility and any equipment or property caused by User, its officers, employees, agents, invitees or third-party vendor.
- 2. Event Requirements; Extra Charges; Food and Beverage.** User shall provide a written list of requested services/equipment, including technical, sound, lighting, stage, hall, chair or table requirements, and all other such information or materials as may be required by User concerning the Scheduled Event. College is not required to provide any of the requested event requirements, but may do so in College's sole discretion and, if applicable, at an additional cost to User. Any additional utility connections required for the Scheduled Event beyond that already supplied by College must be submitted to and approved in advance by College. All such connections and related work shall be at the expense of the User, including any related costs incurred by College. In addition to the Fee, User shall reimburse College for any and all expenses or charges for special arrangements in excess of those normally required by the College. All other services or conditions shall be at the expense of the User unless otherwise agreed to by College in writing. User shall not provide food or beverage service at any Scheduled Event unless such service is approved by College in advance.
- 3. Cancellation by User:** User must provide College with written notice of the cancellation of the Scheduled Event at least three (3) business days prior to the appointed date of commencement of the Scheduled Event. If User cancels the Scheduled Event and provides the three (3) business days' written notice required by this Section, College, at its reasonable discretion, may refund up to fifty percent (50%) of the deposit paid by User. If User does not provide three (3) business days' written notice of cancellation, College, at its discretion, may require full payment of the Fee and may retain any deposit paid by User.
- 4. Cancellation by College:** The President of the College may terminate this Agreement at any time at his or her discretion. If the College terminates this Agreement because User has violated the terms of this Agreement, or because User's participants or attendees have violated state or federal law (whether such violations occur on or off College property), the User is obligated to make full payment of the Fee. Otherwise, termination by College shall result in a refund of the Fee, but less any expenses incurred by the College as result of this Agreement.
- 5. Seating or Occupancy Capacity.** User shall not sell or distribute tickets or passes in excess of any seating or occupancy capacity of the Facility. For those Scheduled Events with open admission or

for which tickets or passes are not required, College shall have the right to determine when the maximum number of persons has been admitted to the Scheduled Event in accordance with free and safe movement and with local fire protection ordinances or regulations.

6. **Copyrights.** User shall assume responsibility for all costs, liabilities, and claims arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used or incorporated in the Scheduled Event. User shall indemnify, defend, and hold College harmless from any costs, liabilities, or claims, including attorneys' fees, that may arise from questions or actions taken regarding the use of any such items.
7. **Control of Premises:** User acknowledges and agrees that the Facility shall at all times be under the control of College, and duly authorized representatives of College shall have the right to enter the Facility at all times during the term of this Agreement. User shall at all times conduct itself so as not to interfere in any way with the operations of the College. User agrees to observe and obey all directives given by College's personnel including but not limited to directives related to maintenance and public safety.
8. **Alcoholic Beverages/Tobacco Use:** Alcoholic beverages are not allowed on College property and shall not be served at the Scheduled Event. Tobacco use shall not be allowed at the Scheduled Event.
9. **Advertisement/Signs:** User shall not post nor allow to be posted in the Facility or any other College property any signs, cards, or posters except on such display areas as College may provide. The use of such areas is nonexclusive and may be modified by the College at any time. All signs, cards, or posters placed on College property are subject to the College's approval.
10. **Parking Access:** The College agrees that existing parking lots will be open to such traffic as is occasioned by the User's use of the Facility, but reserved parking is not guaranteed. All parking rights and privileges are under the control of and reserved by the College.
11. **Ingress/Egress:** User shall ensure that its employees, servants, agents, participants, or invitees, shall not obstruct the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways. All ways of access to public utilities and emergency exits of the Facility shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to and from the Facility by the User.
12. **Abandoned Property:** User agrees that all materials pertinent to the Scheduled Event which are not the property of College shall be removed from the Facility immediately following the termination of this Agreement. College shall be authorized to remove at the expense of User all materials of User remaining in the Facility after one (1) day following termination of this Agreement. User shall be responsible for payment of storage costs of such materials and User agrees that College shall not be responsible for loss, damage, or claims against material moved or stored under this provision. Any property of User, its agents or invitees left on College's property after a period of ten (10) days from the date of termination of this Agreement, may be deemed abandoned in the College's sole discretion. In the event User's property is deemed abandoned, such property shall become the property of College to be disposed of or utilized at the College's sole discretion.

- 13. Liability:** USER AGREES THAT IT SHALL USE AND OCCUPY THE FACILITY AT ITS OWN RISK, AND THE COLLEGE SHALL NOT BE LIABLE TO USER, ITS AGENTS OR INVITEES, FOR ANY PERSONAL INJURY OR LOSS OR DAMAGE TO VEHICLES, EQUIPMENT, FIXTURES, OR OTHER PERSONAL PROPERTY BROUGHT ONTO THE FACILITY OR COLLEGE'S PREMISES. Without limiting the foregoing, College shall not be liable to User for any injury, loss or damage to persons or property caused by any acts or omissions of User, its employees, agents or invitees, or members of the general public. No officer, employee or agent of College shall be personally liable to User, its agents or invitees, for or on account of any alleged breach of this Agreement, or for any act, failure to act or other matter arising out of the execution of this Agreement or the performance of the College's obligations hereunder. This Section shall survive the termination of this Agreement.
- 14. Indemnification:** TO THE FULLEST EXTENT PERMITTED BY LAW, USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COLLEGE, ITS TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, DAMAGES, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES), AND EXPENSES OF WHATEVER KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DIRECT AND INDIRECT COSTS OF DEFENSE, MADE AGAINST, OR INCURRED OR SUFFERED BY COLLEGE OR ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES AS A DIRECT OR INDIRECT CONSEQUENCE OF INJURY, SICKNESS, OR DISEASE, INCLUDING DEATH, TO PERSONS; INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING WITHOUT LIMITATION, THE LOST USE OF PROPERTY; OR ANY OTHER CAUSE OF ACTION WHATSOEVER ARISING OUT OF, RESULTING FROM, OR WHICH WOULD NOT HAVE OCCURRED OR EXISTED EXCEPT FOR THIS AGREEMENT. Nothing contained herein shall be construed to make User liable for any injury or loss caused by the sole negligence of the College or employee of the College. The indemnification obligation under this Section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for the User, its officers, employees, agents, servants, or by any other person acting for or by permission of the User. This Section shall survive the termination of this Agreement.
- 15. Insurance.** During the term of this Agreement and commencing upon User's possession of the Facility, User shall maintain the following insurance policies from insurers licensed to do business in the State of North Carolina: (a) Commercial general liability (CGL) insurance of not less than \$1,000,000/occurrence and \$2,000,000 aggregate; (b) Worker's Compensation insurance in accordance with applicable state statutory limits; (c) Automobile insurance in the amount of \$1,000,000 (including coverage for insured, uninsured, underinsured, owned and non-owned vehicles). User shall furnish to the College certificates of insurance or other appropriate documentation of financial responsibility as requested by the College.
- 16. Notice:** All notices and consents hereunder shall be in writing and personally delivered, sent by overnight delivery service, or sent via e-mail with return receipt acknowledgment to the address of the other party set forth on the cover page. Notices delivered to the College shall be addressed to the Vice President for Administration. Notices shall be deemed given upon the earliest to occur of (a) receipt by the party to whom such notice is directed or (b) on the first business day following the day that the same is deposited with the overnight delivery service.

- 17. Force Majeure:** Neither Party shall be liable to the other or be deemed to be in breach of this Agreement in the event the Facility, a portion of the Facility or College's property is substantially damaged or made inaccessible by fire, war, terrorism, natural disaster, diseases, sickness, pandemic, or other general public emergency not caused by either Party. Either Party may immediately terminate this Agreement upon written notice that a force majeure event has occurred, and if the College determines that rescheduling is not reasonably possible, any Fee paid shall be refunded, but less any expenses incurred by the College as result of this Agreement.
- 18. Relationship of the Parties.** This Agreement is not intended and shall not be construed to create any landlord/tenant relationship, partnership, joint venture, agency, association, fiduciary relationship, or other such relationship between the Parties. User assumes full responsibility for the actions of all of its personnel related to or arising out of the Event and/or the use of College's owned or controlled property and for the payment of their compensation, workers' compensation, disability benefits and the like to the extent applicable to the personnel involved.
- 19. Assignment:** User shall not sell, assign or otherwise transfer any interest or delegate any performance under this Agreement without the prior written consent of College. Any purported assignment of rights or delegation of performance in violation of this Section is void.
- 20. Miscellaneous:** This Agreement shall be construed under and governed by the laws of the State of North Carolina. Any action relating to this Agreement shall be instituted and prosecuted only in the courts of Craven County, North Carolina, and the parties hereby consent to the personal jurisdiction of said courts and waive any right of removal or defense relating to such jurisdiction and venue. This Agreement represents the entire Agreement between the Parties and supersedes any prior Agreement or representations between the Parties with regard to the subject. This Agreement may not be modified orally, by supplement, modification, waiver, change, extension, discharge or amendment, unless by a written document signed by a duly authorized representative of each Party. If any provision of this Agreement is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. User shall be responsible for the payment of any applicable federal, State or local sales or use taxes in association with this event.

User hereby Acknowledges and agrees to the above terms and conditions:

Signature of User's Authorized Representative

Name

Date



EXHIBIT B

Other Reservation Details:

[Insert here if applicable]

Acknowledged and agreed: _____ [User]

Name: _____

Title: _____

Date: _____

Acknowledged and agreed: _____ [COLLEGE]

Name: _____

Title: _____

Date: _____