

**SOUTHERN WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE
BOARD OF GOVERNORS
SCP-1215.A**

SUBJECT: College Facility Use Agreement

REFERENCE: SCP-1215, Use of Institutional Facilities

ORIGINATION: May 7, 2014

EFFECTIVE: November 9, 2014

SECTION 1. GENERAL POLICY COVERING THE USE OF THE FACILITIES

- 1.1 The parties of this agreement are Southern West Virginia Community and Technical College acting under specific authority granted by its Board of Governors to contract for the use of the facility identified under Section 8 of this agreement, hereinafter referred to as the college. The organization contracting to use the College facilities, hereinafter referred to as the Lessee.
- 1.2 Before a College facility may be used, the College Facility Use Agreement (SCP-1215.A) must be completed and signed. All information must be received 10 working days prior to the date of intended use.
- 1.3 The buildings and grounds of the College are primarily for educational purposes. No other use shall be permitted to interfere with the primary purpose for which these facilities are intended. Facilities shall not be made available for any use which might result in any undue damage or wear. The College reserves the right to reject any application for use of its facilities.
- 1.4 Every possible opportunity will be provided for the use of the College facilities by citizens of our service area, provided that the purpose of the event is in harmony with public interest and welfare, and subject to the laws of the state of West Virginia and the policies of the College. Any use to the contrary shall be grounds for immediate cancellation of the agreement.
- 1.5 The College reserves the right to prohibit the use of its facilities by groups or activities which are secret, of a private nature, or which restrict membership or attendance, in a manner inconsistent with the public and nondiscriminatory character of the College set forth in its written policies and commitments.
- 1.6 The College Facility Use Agreement shall not be entered into for any use that, in the judgment of the College, may be in any way prejudicial to the best interest of the College or the education program, or satisfactory sponsorship or adequate adult supervision is not provided.

SECTION 2. LICENSEE'S RESPONSIBILITY

- 2.1 Those wishing to use the College facilities must complete the College Facility Use Agreement form and submit it to the appropriate Director of Campus Operations at the corresponding scheduling office listed below. The Lessee shall accept responsibility for any damage to the College's property. Completion of the College Facility Use Agreement shall constitute acceptance by the Lessee of the responsibilities stated herein and willingness to comply with all rules and regulations regarding the use of College facilities as prescribed by the College. If the use of the facility is not as represented on the College Facility Use Agreement form, an additional charge may be made. In the event of property damage, the Lessee shall accept and pay the College's estimate of the amount of damage. The College may require posting a bond.
- 2.2 The lessee is responsible for the safety and security of all minors participating in the Lessee's use of College facilities. The lessee shall closely supervise all minors and establish appropriate security procedures to ensure the safety and security of all minors. Adult leaders of using organizations shall remain with their groups during all activities, and be responsible for the conduct of their groups.

SECTION 3. RESTRICTIONS

- 3.1 No decorations or the application of materials to walls, ceilings, or floors shall be permitted which will mar, deface, or injure these surfaces. The Lessee is required to arrange for the disposal of decorations, materials, equipment, furnishings or rubbish left after the use of College facilities; otherwise, the Lessee will be billed for any expense involved.
- 3.2 The College prohibits the use of drugs, or other controlled substances, or any other condition which is objectionable in the judgment of the College. Smoking and the use of tobacco products, including the use of smokeless cigarettes, is prohibited in all College buildings. The use of alcoholic beverages is also prohibited in and on College property.
- 3.3 Games of chance and lotteries shall not be permitted except as prescribed by law and with prior approval of the College.
- 3.4 Keys to buildings or facilities shall not be issued or lent on any occasion to the Lessee. Doors will be opened by authorized College personnel.
- 3.5 College owned equipment shall not be removed from the buildings. Charges for equipment rental and operation may be required.
- 3.6 All shifting of furniture and equipment shall be done under the supervision of an appropriate College employee.
- 3.7 Any and all products that the Lessee wishes to sell, in the event it is not provided by the College, must be approved by the College in advance.
- 3.8 The College may have a food service vendor on the site that is the sole provider of food services provided at the College. The vendor will have first right of refusal prior to an outside vendor being brought on the College property.

SECTION 4. NON-ASSIGNMENT AND CANCELLATION

- 4.1 The *College Facility Use Agreement* shall be non-assignable. Only the Lessee as named in the *College Facility Use Agreement* shall use the facilities.
- 4.2 The College reserves the right to cancel the agreement at any time and to refund any payment made to the College for the use of the College facilities and equipment when it deems such action advisable and in the best interests of the College.
- 4.3 Facilities contracted by non-college groups may be canceled for scheduling or priority College events.
- 4.4 The College reserves the right to cancel the agreement if payment is not received from the Lessee on or before the scheduled event.
- 4.5 The College reserves the right to refund or retain all or part of any payment made to the College for cancellations of the agreement by the Lessee.

SECTION 5. COLLEGE PERSONNEL REQUIRED

- 5.1 The College reserves the right to require that an appropriate College staff member be present at any meeting or event held on College facilities.
- 5.2 An authorized member of the College staff shall be available on campus at all times when the College facilities are in use by any group. The staff member should be contacted to correct problems in the operation of any facility in use. The staff member will be alert to discover any damage or misuse of the premises and will report same immediately to the Lessee and the College.
- 5.3 When the use of special facilities makes it necessary that supervision be provided, a College employed supervisor shall be assigned as required by the College.
- 5.4 The College reserves the right to require a security officer to be present at any scheduled event at the expense of the Lessee.

SECTION 6. USE FEE

- 6.1 The use fee depends on the purpose of the meeting/event and the nature of the group using the facility.
- 6.2 Additional charges may be added to include supervision and/or security staff, above-normal or overtime custodial help when required, above normal set-up costs, hauling or handling equipment, use of projectors or other equipment, equipment operators, repairs and damage, or other costs as determined by the College. Such services will be paid by the Lessee at the current established rate, including overtime.
- 6.3 All charges shall be paid to the appropriate College Cashier's Office. All facility and service charges shall be paid in advance. Additional charges for damages shall be billed directly to the Lessee. College employees are paid directly by the College not the Lessee.

SECTION 7. RELEASE OF CLAIMS/HOLDS HARMLESS

- 7.1 The Lessee agrees that, in consideration of the permission granted to the Lessee and the minimal fee charged by the College for the use of its facilities, to the fullest extent permitted by the law the Lessee hereby and forever releases the College and its agents, employees or officers from all debts, claims, demands, damages, actions, and causes of action whatsoever, which they may have or may hereafter have, as a result of their use of said facility.
- 7.2 The Lessee must agree, to the fullest extent permitted by law, to protect, indemnify, and hold harmless the College, its Board of Governors, its agents, employees, and officers from any claims, demands, actions, damages, or causes of action directly or indirectly arising out of the use of the facilities or premises contemplated by this application.
- 7.3 The Lessee further agrees, if required, to attach to this document a certificate of insurance for liability and property damage which names Southern West Virginia Community and Technical College as an additional insured during Lessee's use of College facilities.

SECTION 8. RENTAL/LEASE AGREEMENT

THIS Agreement made this _____ day of _____ in the year _____ between the _____ Campus of Southern West Virginia Community and Technical College (Lessor), and _____ (Lessee).

The purpose of this agreement is to provide floor space for a _____ sponsored by _____. The facility/facilities covered by this Agreement will be _____, or classrooms _____ on the _____ Campus of Southern West Virginia Community and Technical College for the following date(s) _____ during the following time period: _____.

It is understood that the Lessee will pay the sum of _____ dollars for said purpose and use. This fee must be paid on or before the day of the event. The sum shall be paid in full by _____. Failure to pay in full shall result in cancellation of a said event. Any cost incurred by the College as a result of a cancellation shall be the financial responsibility of the Lessee. All payments must be made by check or money order **Payable to Southern West Virginia Community and Technical College**. Payment must be made prior to the use of the facility. The undersigned have read and understand the terms of the rental/lease agreement and by their signatures agree to abide by said terms and conditions.

SECTION 9. SIGNATURES

_____ <i>Signature of Lessee</i>	_____ <i>Signature of Campus Director</i>
_____ <i>Name Printed</i>	_____ <i>Name Printed</i>
_____ <i>Name of Organization</i>	_____ <i>Campus/Location</i>
_____ <i>Contact Phone Number</i>	_____ <i>Contact Phone Number</i>
_____ <i>Date</i>	_____ <i>Date</i>