

**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

REVIEWED: November 3, 2023

SECTION 1. GENERAL POLICY COVERING THE USE OF THE FACILITIES

- 1.1 Upon the approval of the President or the President's designee, Southern West Virginia Community and Technical College may contract with third parties to use any of the facilities owned by the College.
- 1.2 Any party wishing to use the College's facilities must complete and sign the *College Facility Use Agreement* (SCP-1215.A) before such party may use a College facility. The College must receive all information 10 working days prior to the date of intended use.
- 1.3 The buildings and grounds of the College are primarily for educational purposes. The College will not allow any other use to interfere with the primary purpose for which these facilities are intended. The College will not allow any use which might result in damage or undue wear to its facilities. The College reserves the right to reject any application to use its facilities.
- 1.4 The College will provide reasonable opportunity for the use of its facilities by citizens of its service area, provided that the purpose of the event comports with the mission of the College and is 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 that are secret, of a private nature, or that restrict membership or attendance in a manner inconsistent with the public and non-discriminatory 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 prejudicial in any way to the best interest of the College or its educational programs or if the user does not provide satisfactory sponsorship or adequate adult supervision of the proposed event.

SECTION 2. FACILITY USER'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 Executive Directors of Campus and Community Relations, the Director of Campus and Safety Operations, and/or the Chief Facilities Management Officer at the corresponding office listed below. The Facility User shall accept responsibility for any damage to the College's property. Completion of the College Facility Use Agreement shall constitute acceptance by the Facility User 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, the College may charge the Facility User an additional fee. In the event of property damage, the Facility User shall pay the College's estimate of the amount of damage.
- 2.2 The Facility User is responsible for the safety and security of all its guests, including minors, participating in its use of College facilities. The Facility User shall closely supervise all its guests, including minors, and establish appropriate security procedures to ensure the safety and security of all its participants. The Facility User shall ensure that an appropriate number of adults remain with its guests during all activities. The Facility User is ultimately responsible for the conduct of its guests.

SECTION 3. RESTRICTIONS

- 3.1 The College will not allow the Facility User to use decorations or materials to walls, ceilings, or floors that will mar, deface, or injure these surfaces. The Facility User must arrange for the disposal of its decorations, materials, equipment, furnishings, or rubbish left after using College facilities; otherwise, the College will bill the Facility User for any expense involved in cleaning the facility.
- 3.2 The College prohibits the use or possession of alcoholic beverages, illegal drugs, or other controlled substances in College buildings or on College property. Smoking and the use of tobacco products, including the use of smokeless cigarettes, is also prohibited in all College buildings and on College property.
- 3.3 Games of chance and lotteries are not permitted in College buildings or on College property except as prescribed by law and with prior approval of the College.
- 3.4 The College shall not issue or lend keys to buildings or facilities to the Facility User on any occasion. Authorized College personnel will open doors and be present for assistance for assistance if needed during the event.
- 3.5 The Facility User shall not remove College-owned equipment or furnishings from the College's buildings. The College may charge the Facility User for equipment rental and operation.
- 3.6 The Facility User must have the College's permission to move the facility's furniture and equipment, and any such moving shall be done under the supervision of an appropriate College employee.
- 3.7 Any and all products that the Facility User wishes to sell, in the event the College does not provide such products, 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 at the College. The vendor will have the first right of refusal before an outside vendor is brought onto the College property.

SECTION 4. NON-ASSIGNMENT AND CANCELLATION

- 4.1 The College Facility Use Agreement is non-assignable. Only the Facility User, 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 in the best interests of the College.
- 4.3 The College may cancel the College Facility Use Agreement if the Facility User's proposed event conflicts with a College event. The College's schedule is always its first priority.
- 4.4 The College reserves the right to cancel the agreement if payment is not received from the Facility User by the date specified by the appropriate College personnel, which shall be 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 Facility User.

SECTION 5. COLLEGE PERSONNEL REQUIRED

- 5.1 The College reserves the right to require an appropriate College staff member to be present at any meeting or event held in 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 Facility User shall contact this staff member 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 report the same immediately to the Facility User and the College.
- 5.3 When the use of its facilities requires supervision by the College, the Executive Directors of Campus and Community Relations, the Director of Campus and Safety Operations, and/or the Chief Facilities Management Officer shall assign an appropriate College supervisor to be present at the facility during the Facility User's event for that purpose.

- 5.4 The College reserves the right to require a security officer to be present at any scheduled event at the expense of the Facility User.

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 The College may add additional charges to the base use fee 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. The Facility User shall pay for such services at the current established rate, including overtime.
- 6.3 The Facility User shall pay all facility and service charges in advance to the appropriate Cashier's Office at the College. The College shall bill any additional charges for damages directly to the Facility User. The Facility User shall not pay any College employee directly.

SECTION 7. FACILITY USE AGREEMENT

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

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 dates(s): _____ during the following time period: _____.

The Facility User shall 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 the cancellation of the said event. Any cost incurred by the College as a result of a cancellation shall be the financial responsibility of the Facility User. 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 Facility Use Agreement and, by their signatures, agree to abide by said terms and conditions.

Facility User agrees to hold harmless, indemnify, and defend the College, including its Board of Governors, agents, employees, and representatives, from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, illness, exposure to infectious or communicable disease, emotional injury, or property damage that may result from any person using the Facility or the College’s premises or property for Facility User’s purposes, regardless of whether such injury or damage results from the negligence of the College, its agents, employees, representatives, or otherwise. Further, Facility User hereby forever releases the College and its Board of Governors, agents, employees, officers, and representatives from all debts, claims, demands, damages, actions, and causes of action whatsoever that it may have or may hereafter have as a result of Facility User’s use of the Facility or presence on the Colleges campus, premises, and property.

SECTION 9. SIGNATURES

_____	_____
<i>Signature of Facility User</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>