

## **AP 6700 Facility Use**

### **References:**

No Oregon statutory requirement

In some instances, Rogue Community College may make RCC facilities available for rental and use to non-College affiliated individuals and entities. The College's interest in making facilities available for rental includes preserving the academic mission of the RCC while at the same time maintaining campus safety and security. This policy is intended to establish general guidelines for the rental and use of RCC facilities. In addition, RCC has an existing relationship and Memorandum of Understanding with Southern Oregon University that outlines the process for Facility Use at the Higher Education Center Riverside Campus.

### Priority Order

#### Internal Activities

Space at Rogue Community College will be available for college activities in the following order of priorities. Listed below are programs/activities which are exempt from providing insurance or paying a facility use fee under AP 6700 Facility Use.

- College instructional programs or activities
- Official College events
- College-sponsored activities where the College is an active participant.
- Actively chartered student clubs and organizations
- College intramural activities

Note: Once a Facility Use Agreement or Contract has been signed by both the user and by RCC and entered into the RCC scheduling software, the space that is outlined in the agreement or contract must be made available to the user on the date and time outlined in the agreement. If a College activity that is outlined above requires the use of that specific space during that specific date and time, it is up to the RCC program or department to notify Risk Management in advance to determine if a different space may be available to the Facility Use or Contract user. If a separate space cannot be scheduled, the Facility Use agreement or contract will take priority.

#### External Organizations

Space will be made available to outside organizations when use does not conflict with scheduled RCC instructional programs or activities, events, or organizations. Facility Use fees are determined by on the categories listed below. A current list of all Facility



Use fees is available on the Risk Management Department website under Facility Rentals.

- Community/Public for-profit groups **Category A**
- Approved Community non-profit organization (tax exempt certificate required) **Category B**
- Local, state, federal governmental agencies and/or their representatives. **Category C** (Facility Use Agreement or Contract Required, Rental Fees and Insurance Requirements may be waived by the College on a case by case basis.)

#### Approved Procedures for Use

All functions for RCC and external organizations using RCC facilities must adhere to the following guidelines.

Requests for the use of RCC facilities should be made to the Risk Management Department thirty (30) days in advance of the requested date in order for the request to be reviewed and arrangements for approved uses completed. However, more complex requests should be made up to several months in advance. The Risk Management Department will attempt to accommodate simple requests received with less than 30 days' notice.

In all cases, at least one person belonging to the organization requesting use of the facilities shall be identified, in writing, including contact information, on the Facilities Use Agreement as the person responsible for the function, and shall be present for the full duration of the function. Noncompliance will result in denial of future requests.

Each organization will be advised of the total use charges by the Director of Risk Management or his/her designee.

All applicants will be limited to the use of those areas specified on the approved Facilities Use Agreement.

Rental will be based on a first-come, first-served basis. A signed and paid Facility Use Agreement constitutes priority.

All Facility Use will be documented on a Facility Use Agreement. In the event RCC and an outside organization or individual mutually agree to enter into an agreement that exceeds 90 days or the outside organization or individual will be the sole exclusive users of an identified space, then a separate Facility Use Contract may be used in lieu of a Facility Use Agreement at the discretion of RCC. All Facility Use Contracts are prepared by the College Contracts and Procurement Office in coordination with the Risk Management Department and are generally managed by the Risk Management



Department. Questions regarding contractual specifics will be directed to the Contracts and Procurement Department. Questions regarding language specific to a college department and/or program may be directed to the Department Chair and/or manager as appropriate.

## Insurance Requirements

All external organizations with the exception of Category C are required to submit proof of insurance at lessee expense as follows:

- Commercial General Liability
- Bodily Injury and Property Damage
  - Combined Single Limit \$1,000,000
- Products Liability (if food will be prepared on site for sale externally.)
  - Combined Single Limit 1,000,000
- Automobile Liability
  - Limit of Liability --\$1,000,000—this coverage should be included if vehicles of the sponsoring organization will be operated on College premises.
- Workers Compensation
  - Statutory Coverage in accordance with workers compensation laws of the State of Oregon for employees of the lessee working on the College premises. An insurance certificate must be provided when reservations are confirmed by RCC and prior to the start of event.
- Alcohol Coverage – If you wish to serve alcohol at an event, you must have written pre-approval from the President of the College via an addendum to the Facility Use Agreement (Alcohol Authorization Form) and the Certificate of Liability Insurance must state specifically that it covers the serving of alcohol.
- All insurance coverage must be written with insurance companies authorized to do business in the service area. All insurance certificates are subject to the approval of RCC.

## Guidelines for Use

RCC is committed to the most fundamental principles of academic freedom, quality of opportunity, and human dignity.

Rogue Community College does not discriminate in any programs, activities or employment practices on the basis of race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy or any other status protected under applicable federal, state or local laws.



Permission to use facilities will follow applicable local, state and federal laws governing the use of public buildings.

All organizations must adhere to RCC's and the Oregon State Fire Marshall's fire and safety codes and regulations, Oregon Department of Environmental Quality regulations and all applicable Oregon OSHA codes and regulations.

RCC officials or designated employees shall not be refused admittance to any function held on campus. Organizations will comply with all directions received from RCC employees including but not limited to campus security.

The physical address of any Rogue Community College facilities and or properties will not be placed on any product that is to be commercially marketed, or any business license, application or printed materials without written permission from the Risk Management Department and documented approval in the Facility Use Agreement.

Selling of goods or services or the solicitation for sale of goods or services is prohibited anywhere on campus, unless it is approved in writing by the Chief Financial Officer and documented in the Facility Use Agreement.

Overnight camping at RCC facilities, including in the designated public forum areas or free speech zones, is prohibited. No person or organization may use any RCC facility for living accommodation purposes without preapproval from the Director of Risk Management. The use of any open flames or digging into the earth is prohibited.

Smoking is permitted only in designated areas.

Alcoholic beverages are not allowed on RCC premises unless authorized by the College President in writing per event via an addendum to the Facility Use Agreement (Alcohol Authorization Form). Additional OLCC licensing and permitting maybe required. Please see the following [https://www.oregon.gov/olcc/lic/pages/special\\_event\\_licenses.aspx](https://www.oregon.gov/olcc/lic/pages/special_event_licenses.aspx).

If your event receives pre-approval to serve alcohol, it is the responsibility of the renter to ensure the below guidelines are enforced:

- Alcohol must be served only by OLCC licensed server(s).
- Food must be served to individuals with access to alcohol.
- Renter is responsible for ensuring persons under the age of 21 have no access to alcohol.
- Renter is responsible for ensuring individuals who are visibly intoxicated are denied further access to alcohol.



The manufacture, distribution, dispensing, possession, or use of illegal drugs, including marijuana, on college property is prohibited. As a public institution, RCC receives federal funding in the form of grants and financial aid. Therefore, allowing any use of marijuana would be in violation of federal law, thus jeopardizing RCC's mission and the College's students' educations. Under federal law, marijuana is designated as a Schedule 1 drug. RCC complies with all aspects of the Drug Free Schools and Communities Act of 1989.

Firearms, destructive devices, knives or other dangerous weapons, as defined by RCC Policy, are not allowed on RCC premises unless authorized by the College President.

Gambling is prohibited on any RCC campus.

Facility users must park in designated areas.

Promotion and advertising literature of either internal or external groups that utilizes the college name, logo or seal must be pre-approved by the Risk Management and Marketing Departments. The renter may not use the college name, logo or seal in any advertising or promotional material that states or implies that the college either sanctions or sponsors the applicant with the exception of establishing the location of the event or program.

Facilities, materials used and equipment used must be left in a clean and orderly condition. Failure to do so will result in additional charges based on time required to return the facility or equipment to its proper condition. Food and/or beverages, other than water, are not to be allowed in rented facilities without prior approval and must be noted on the Facility Use Agreement.

RCC may require security personnel as a condition of use whenever it is deemed to be in the College's best interests. Security services must be contracted with the college's current contract security provider separately, paid for directly by the renter and independent of the Facility Use Agreement.

Custodial charges and facility repair charges will be charged to the renter as determined by RCC in order to return the facility to its pre-use state.

No person applying for use of RCC property shall be issued a key or access card to any RCC facility without the approval of the Director of Risk Management. If a key or access card is issued it will be noted on the Facility Use Agreement.



All equipment owned by the RCC, other than standard classroom equipment, shall be operated and/or supervised by RCC personnel unless otherwise approved and documented in the Facility Use Agreement.

There shall be no alterations to existing facilities, or installation of equipment, signs, posters, or decorations on or about RCC premises by any party without prior approval from the Director of Risk Management.

RCC reserves the right to place or waive other restrictions and requirements on the use of its facilities as deemed appropriate by the Director of Risk Management.

From time to time an organization may require RCC facilities use for offering training or classes for which RCC may receive some benefit such as professional development for staff and/or enrollment credits. In such cases, facility use fees may be waived in exchange for professional development opportunities.

A designated "Free Speech" area is available without charge, provided use of the area does not disrupt RCC's educational process or infringe on the rights of others. College support, including use of tables and chairs will not be provided. Literature may be distributed, however collecting or soliciting donations or any other reimbursements is prohibited. Arrangements for free speech activities should be referred to the Director of Risk Management in accordance with College Administrative Procedure 3900.

Catering on Campus – All food must be prepared, handled and served in accordance with all local and state health guidelines.

Supervision of Minors - Adult supervision is required if minors (under 18 years) are present at any event. Children 14 years and under are not permitted on campus unless directly supervised by a responsible adult. The adult may be asked to remove any disruptive child or children. Exceptions may include students at RCC by invitation for special events, class field trips, etc.

RCC reserves the right to close any and all college facilities in the event of an emergency that could impact the safety, health or security of RCC. In the event RCC is closed for an emergency, all Facility Use events during the closure would also be cancelled. A refund may be issues based on scheduled facility use versus actual use.

RCC reserves the right to regulate all parking on campus and may require renters to coordinate additional parking off campus property.

In accordance with the Oregon State Fire Marshall, each RCC facility has a designated occupancy level that cannot be exceeded. It will be the responsibility of the renter to ensure these maximum capacity levels are not exceeded.



## Additional Requirements for External Organizations

Facility use fees shall be paid to the RCC Budget and Financial Services Office upon submission of a completed and approved Facility Use Agreement. The full facility use fee and applicable paperwork must be received before final confirmation.

No use of facilities is permitted until the signed Facility Use Agreement is executed by both parties.

Category B groups (non-profit) must submit a copy of the Internal Revenue Service Determination Letter certifying their non-profit status in order to be eligible for rates outlined under Category B.

Any group wishing to cancel a Facility Use Agreement may do so however a charge of 25% of the total fee may be assessed at the discretion of the Director of Risk Management if more than 7 days' notice is given to the Risk Management Department. Any group not giving the required 7 days' notice may be charged the full amount of the Facility Use Agreement at the discretion of the Director of Risk Management.

There are additional requirements and procedures related to specific spaces at RCC. Those specific requirements and procedures are included as an addendum to the Facility Use Agreement.

**Rescinds Procedure Number: AP-011**

**Approved: March 11, 2021**