



OKLAHOMA CITY COMMUNITY COLLEGE

NO. 3062 FACILITIES AND EQUIPMENT USE AND RENTAL

This procedure provides the guidelines for use of College services and rental of College grounds, facilities and/or equipment.

1. **General Information**
 - 1.1. College grounds, facilities, equipment, and services primarily serve College-sponsored activities. College-sponsored activities are defined to be credit and non-credit courses and programs, educational, cultural, and/or recreational activities designed for student participation, and other activities consistent with the mission of the College and that are directly sponsored by the College.
 - 1.2. As part of its commitment to community service, the College may make its grounds, facilities, equipment, and/or services available for use for non-College-sponsored events.
 - 1.3. It is not the intention of the College to compete with commercial services; however, the College may rent grounds, facilities, and/or equipment to business enterprises as a non-College-sponsored activity.
 - 1.4. Each area responsible for College facilities shall have written procedures approved by the appropriate President's Cabinet member. The procedures will be reviewed annually. Public agencies and non-profit organizations may be given discounted or waived rental fees. Discounted or waived fees will be outlined in the written procedures.
 - 1.5. All users of College grounds, facilities, equipment, and services must comply with College policies and procedures and all applicable federal, state and local laws. Attachment A is a list of specific restrictions placed on users of College facilities and equipment.
 - 1.6. College-sponsored activities have priority over non-College-sponsored activities.
 - 1.7. Each area responsible for College facilities must notify the Safety and Security Department and the Office of Extended Services of all College-sponsored and non-College-sponsored activities using College grounds, facilities, equipment and services after 5:00 p.m. or during the weekends.
2. **General Usage Guidelines for College Sponsored Activities**
 - 2.1. College-sponsored activities will be permitted use of grounds, facilities, and/or equipment without a usage or rental charge.
 - 2.2. The sponsor of the College activity may be responsible for personnel costs and/or services associated with the activity.
 - 2.3. All College-sponsored activities will have a designated College representative in attendance throughout the event.
3. **General Usage and Fee Guidelines for Non-College Sponsored Activities**
 - 3.1. Non-College-sponsored activities shall be charged a usage and/or rental fee for use of the grounds, facilities, equipment, and/or services. Each facility has a base

- fee that includes basic set-up, service and equipment. Any additional needs will be evaluated with the potential of additional fees.
- 3.2. The College reserves the right to accept or reject any requested use of facilities and to impose additional requirements other than those listed in these guidelines after reviewing the request of the organization or individual. The judgment of the College concerning usage and rules or regulations shall be final.
 - 3.3. While the College is eager to accommodate all potential requests, not all College grounds, facilities, equipment, and/or services may be available for use or rent. Normally, only grounds and facilities that are of a public nature are available. Private offices, administrative offices, storage and workrooms are never available. Classrooms, laboratories, studios, and the Library are generally not available for use or rent except by special permission of the President's Cabinet member or designee responsible for these rooms and facilities. College-sponsored activities have first priority for College owned equipment.
 - 3.4. College facilities, grounds and services will not ordinarily be made available on a regularly recurring basis for non-College-sponsored activities when scheduling interferes with normal College operations, activities, and when, in the judgment of the College, it is considered to be over use of College facilities.
 - 3.5. Once the College approves a request for use and enters into a written agreement to rent or allow the use of facilities, equipment or services, that request shall have priority over any other requests, except in the case of an emergency need as determined by the President or designee.
 - 3.6. Certain College equipment is available for use and rent. Items include video projectors, TV/VCR systems, overhead projectors, theatrical lighting and sound equipment. Use and operation of certain equipment is limited to College personnel, except by special permission of the President's Cabinet member responsible for the equipment.
 - 3.7. Grounds, facilities, equipment, and/or services may not be available for non-College-sponsored activities during regularly scheduled periodic maintenance of the campus or during times of peak activity.
 - 3.8. The College reserves the right to not allow the use or rental of grounds, facilities, equipment, and/or services at any time the College so determines. The College is generally closed for the following: July 4th Holiday, Thanksgiving/Fall Break, Winter Break (Christmas through New Year's Holidays), Spring Break, Memorial Day Holiday, Labor Day (except for Arts Festival Oklahoma), and on Sundays.
 - 3.9. Annually, the President's Cabinet will approve and disseminate a uniform fee schedule for use of College grounds, facilities, equipment, and/or services by non-College-sponsored groups or activities.
 - 3.10. The fee schedule may allow a discounted or waived rental fee for public agencies and non-profit organizations. However, this reduced fee must be uniform and be a part of the fee schedule approved by President's Cabinet.
 - 3.11. Variances to the fee schedule are not permitted without a written recommendation by a President's Cabinet member and approval by the Provost/Vice President for Academic Affairs.
4. Agreements for Use of College Grounds, Facilities and/or Services for Non-College-Sponsored Activities

- 4.1. The use of College grounds, facilities, equipment, and/or services for non-College-sponsored activities requires a properly executed written agreement between the College and an authorized representative of the group and/or individual sponsoring the activity prior to the use of the grounds, facilities, equipment and/or services.
- 4.2. Agreements can only be executed by the President (or authorized designee) or by a member of the President's Cabinet.
- 4.3. Verbal or written permission to use the grounds, facilities, equipment, or services may not be given to the user until the written agreement has been fully executed (signed by an authorized representative of the user and by the President, authorized designee, or President's Cabinet member).
- 4.4. Essential elements of a use agreement include, but are not limited to:
 - 4.4.1. Information about the user.
 - 4.4.1.1. Name of group or individual
 - 4.4.1.2. Name of contact person and contact information
 - 4.4.1.3. Mailing address
 - 4.4.1.4. Phone number
 - 4.4.1.5. Name of person authorized to execute the agreement
 - 4.4.2. Specific listing of the grounds, facilities, equipment, and/or services to be used.
 - 4.4.3. Specific listing of the dates and times of the use and a statement limiting the use to the stated dates and times.
 - 4.4.4. Purpose of the use and a statement limiting use to the stated purpose.
 - 4.4.5. Detailed list and total of the fees to be paid by the user.
 - 4.4.6. A statement that payment must be in the form of cash, credit card, or check payable to Oklahoma City Community College.
 - 4.4.7. A statement that binds the user to comply with all federal, state, and local laws, and comply with all rules, policies, procedures, regulations of the College, and restrictions listed in Attachment A.
 - 4.4.8. A statement that the user has received and understands the restrictions listed in Attachment A.
 - 4.4.9. A statement that user agrees that College, its regents, employees, agents, officers, trustees and representatives (in their official and individual capacities) and the State of Oklahoma, its employees, agents, officers, trustees and representatives (in their official and individual capacities), assume no responsibility or liability, in whole or in part, for any delays, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the College, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries or damage to property, mechanical defects, failure or negligence of any nature howsoever caused in connection any accommodations, equipment or other service beyond the control of the College, with or without notice, or for any additional expenses occasioned by any of the foregoing connected in any manner to the event for which the premises have been leased.

4.4.10. A statement that the College agrees to maintain and service, to the best of its ability, equipment furnished by the College to be utilized by user at the event, including but not limited to, Colorado timing system, ice machines, air conditioning, and to ensure the same are kept in good repair, working order and condition and reasonably available for the use of the user. The equipment shall be used by the user as necessary to carry on the functions of the event. User will not install, use, operate or maintain the equipment improperly, carelessly or in violation of any applicable law or regulations or in a manner contrary to that set forth in this Agreement. If any of the equipment fails to function for any reason, the user shall not, by reason of such failure, be entitled to a reduction of the amounts payable under this Agreement, nor shall the user have any right of action or claim for compensation or damages in respect thereof.

ATTACHMENT A

Restrictions on Use and/or Rental of College Facilities, Grounds, Equipment and Services

1. All groups shall provide supervision sufficient to ensure compliance with all federal, state and local laws and College policies, regulations, and procedures.
2. Possession or consumption of alcohol or narcotics of any kind are prohibited on campus.
3. Oklahoma City Community College maintains a smoke-free environment. Smoking is prohibited in all College facilities. Smoking is permitted only at such times and in such areas as designated by the College.
4. Users of College facilities may not remove or displace facilities, equipment or apparatus, except with the written permission of the appropriate President's Cabinet member and in the presence of the College representative monitoring the event. College buildings and equipment must not be marred or defaced in any manner. No College-related signs, banners, posters, etc. may be removed from any walls or ceilings anywhere at any time, even if the intent is to replace them following the event.
5. No signs or other publicity materials will be permitted to be posted anywhere on campus without the specific approval of the appropriate President's Cabinet member for each sign. In the event any such sign is permitted, its prompt removal following the event will be the responsibility of the sponsoring organization. Signs may not be affixed to any College sign, building or property at any time. The College's name and/or logo shall not appear in any advertising or promotional materials, without specific approval of the Executive Director of Institutional Advancement or designee, except to indicate the location of the event.
6. Equipment may not be brought onto College grounds and connected to the electrical service without the prior consent of the Director of Physical Plant or designee. By arrangement, special electrical hookups may be possible. The modifications to electrical service will be made by College electricians and charged to the sponsoring organization. The College does not lend or otherwise provide electrical extension cords, hand tools, ladders, etc. Equipment provided by the user of College facilities must be removed from the College promptly following the scheduled event so as not to interfere with College

- activities. If there is any delay, the removal may be made by the College at the expense of the sponsoring organization.
7. Computer equipment may not be connected to or make use of the campus network or of the College's internet connectivity without the prior consent of the Director of Network Administration/Technology Support Services. The connection and configuration of computer equipment will be done by a member of the Microcomputer Technology Support staff of the College. Miscellaneous equipment such as power strips, cables, network cards, etc., may be provided based on availability and prior consent by the Director of Network Administration/Technology Support Services. Provided equipment must be returned immediately upon the conclusion of the event. The user assumes all responsibility for the equipment that has been provided to the user.
 8. Parking is limited to the designated parking lots. All cars illegally parked will be ticketed or towed at the owner's expense. Special attention will be given to cars parked in handicapped zones, faculty/staff or special permit parking, roadways, sidewalks and grassed areas. Special permits may be requested from the campus security department for unloading equipment near buildings.
 9. The number of occupants must be limited to the safe capacity of the room or facility as determined by law. The user of College facilities is required to limit attendance so as not to exceed the designated capacity of the requested facility.
 10. Upon request by the user, first aid services, if needed, must be arranged by the user of College facilities. Emergency medical services will be secured by the College Safety and Security Department. Depending on the size or type of activity, additional medical or security services may be required at an additional fee to the user.
 11. For non-College-sponsored activities, it is required that a representative of the sponsoring organization who signed the facility usage agreement will be in attendance and in charge at the activity at all times. That person will be identified to the College's on duty Administrator of Extended Services and the Safety and Security Department of the College.
 12. Users must notify the College of any changes to the event schedule as stated in their written agreement at least forty-eight (48) hours prior to the start of their event. Any notification of schedule changes given less than forty-eight (48) hours prior to the start of their event may be implemented at the discretion of the College. Users shall not alter the event schedule outside of the time restrictions set forth in the written agreement without written consent from the College.
 13. Users are expressly prohibited from bringing in any food products, beverages, or other catering supplies, and agree to utilize only the College's contracted food service vendor for any and all catering done under the terms of their written agreement. Exceptions may be granted at the sole discretion of the College after coordination with the College's contracted food service vendor.
 14. Users must arrange any security needs through the Safety and Security Department of the College.
 15. A deposit based upon the written agreement may be required. Any additional set-up, clean-up, or requirement for use of College personnel will be billed to the organization after the event.
 16. Use of decorations, scenery, exhibits, banners, posters, bleachers, platforms, and any other equipment must receive prior approval from the appropriate President's Cabinet

- member. No scenery, decorations, or combustible material may be brought onto College grounds without prior approval. Any device capable of producing an open flame is prohibited.
17. College personnel are prohibited from accepting from carriers any deliveries not intended for use by College-sponsored activities. Receiving personnel are instructed not to accept delivery of any item shipped at the instruction of and for the use of non-College-sponsored activities.
 18. Users of activities for non-College-sponsored activities may be required to purchase private insurance to protect the organization from financial liability which may arise should an emergency develop.
 19. Any user of College facilities which charges admission or conducts an activity which involves the payment of money from one to another shall be responsible for its own cash security and full compliance with the applicable federal, state and local statutes and ordinances.
 20. Any user of College facilities must comply with all directions given by an authorized officer, agent or employee of the College.
 21. An authorized officer, agent, or employee of the College may eject or cause to be ejected from the College any person or persons causing a disturbance or interfering with the peaceful use of College facilities.
 22. Any user of College facilities shall not obstruct the sidewalks, entries, passage vestibules, elevators, or access to restrooms or other public utilities.
 23. User shall indemnify and hold harmless Oklahoma City Community College, its Board of Regents, the individual members thereof, and all agents and employees of the College against any and all claims for loss, injury, or damage to persons or property, including claims of employees of the user or user's agents, arising out of activities conducted by the user's guests on or in College grounds or facilities. College assumes no liability whatsoever for any properties placed by the user in and/or on College grounds or facilities.
 24. The College reserves the right to require any user of College buildings, grounds, facilities or services to reimburse College for any destruction, damage, defacement or loss (including extraordinary cleaning expenses) to College buildings, properties, facilities or services resulting from user's activities in such buildings, properties, facilities or services.
 25. Any user with outstanding obligations for rentals/services will be refused use of College buildings, grounds, facilities and services until the obligations are satisfied.
 26. The College requests seventy-two (72) hours' notice in the event the applicant wishes to cancel use of a College facility. College reserves the right to charge the requesting organization for any costs incurred as a result of insufficient notice of cancellation. If a user cancels an event less than forty-eight (48) hours prior to the start of their event, the user shall be liable to the College for all charges incurred to the date of the event and the total rental fees as liquidated damages. In the event of non-use (a no-show) by a user, the user shall be liable to the College for all charges incurred and the total rental fees as liquidated damages.
 27. The College may cancel any event upon seven (7) days written notice. The College, for public necessity or emergency use, may terminate a contract at any time. In the event of cancellation, the College's liability shall be limited to repayment of any advance payment of rental fees by users to the College.

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