

Prospective User Terms and Conditions

THE PROSPECTIVE USER OF COLLEGE FACILITIES HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. The use of College facilities can only be granted when such use does not interfere with the College's programs, is not in violation of the College Policies and Procedures Manual (PPM) and is not inconsistent
2. The Prospective User must abide by all terms and conditions of this application and the written contract for Use of College Facilities that is to be signed by an authorized official of the Prospective User (the "Contract").
3. College facilities may not be reserved by outside organizations more than 120 days in advance.
4. A Prospective User that wishes to use College facilities for political activities must follow guidelines stipulated in PPM, Section 6.13.
5. College facilities may be used only for the purpose(s) stated in this application. Any illegal use of facilities including, but not limited to, gambling, possession of alcohol, illegal drugs, weapons, firearms, or disorderly conduct will not be permitted.
6. The College requires each Prospective User to present proof of general liability insurance coverage in an amount of \$1M (one million) combined bodily injury and property damage at the user's own expense. In addition, the Prospective User assumes all risks incident to the proposed activity or event.
7. The Prospective User will be responsible for any damage, other than ordinary wear and tear, done to College facilities by its employees, patrons, the public, or others. Furthermore, the Prospective User will provide adequate and competent supervision to protect the public and to protect the College's property during the Prospective User's use of assigned facilities. If security is necessary, the Prospective User must use the College's security personnel at the current pay scale. The College reserves the right to require a damage/cleaning deposit. If a cleaning service is necessary, the Prospective User must use the College's housekeeping personnel at the current pay scale.
8. The premises must be vacated no later than 10PM, or at such earlier time as stated in the Contract.
9. The College's buildings are smoke-free. Smoking is permitted only in designated spaces outside of the buildings.

10. The Prospective User also waives, releases and forever discharges the College and any of its Board members, officers, employees, or agents from all liabilities, losses, damages, claims, actions, causes of action, demands or costs of any nature whatsoever that may arise in connection with the activity or event, whether caused by the negligence of the College, or any of its Board members, officers, or employees or agents or caused by some other means. The Prospective User hereby agrees not to file suit against the College or any of its Board members, officers or employees. The Prospective User agrees to indemnify and hold the College and its Board members, officers, and employees, harmless from all liabilities, losses, damages, claims, actions causes of action, demands, or costs of any nature whatsoever that may arise in connection with the proposed activity or event, whether caused by the negligence of the College, its Board members, officers, employees, or agents, or caused by some other means. The terms of this application and the terms of the contract shall bind the Prospective User and its members and assigns.

11. Any use of electricity for other than general illumination provided by existing facilities, or any change in existing electrical circuits or facilities, is prohibited except by special permission through an addendum to the Contract.

12. Nothing shall be nailed, tacked, glued, stapled, or otherwise affixed to any College wall, building surface or pole, except by special permission through an addendum to the Contract.

13. Use of facilities does not include the use of College equipment or the services of College personnel unless specifically agreed upon by means of an addendum to the Contract.

14. Use of concession areas or services must be agreed upon prior to use of College facilities through an addendum to the Contract.

15. The Contract must be signed, received, and payment made, if required, 10-days prior to intended use of College facilities or availability of space cannot be guaranteed.

16. Parking availability is not guaranteed. The College reserves the right to charge a fee for parking.

17. The College reserves the right to retain any or all of the rental fees paid should the Contract be broken.

18. For-profit organizations must present all required tax and business-related information prior to the signing of the Contract.

19. Additional arrangements, regulations, and fees regarding use of College facilities may be required and will be outlined in an addendum to the Contract.