

FLORIDA GATEWAY COLLEGE

POLICY

TITLE: Use of College Facilities

NUMBER: 6Hx12:10-00

AUTHORITY: District Board of Trustees

PAGE: 1

RESPONSIBILITY: Executive Director of Media and Public Information

OTHER: Florida Statute 1001.64; 1001.65

DATE: See Below

It is the policy of the District Board of Trustees to authorize the Facilities Use Committee to approve and oversee the use of College buildings, classrooms and activities space according to the procedures established.

College buildings and other portions of the physical plant will be made available for use by individuals or groups based on cost, priority and propriety. College users will have priority over non-college users in scheduling facilities.

History: Adopted: 12/10/74; Effective:12/10/74;Revised: 8/11/81, 4/26/83, 7/14/87, 8/16/94, 2/13/96, 12/17/96, 1/14/97, 11/18/08

FLORIDA GATEWAY COLLEGE

PROCEDURE

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RESPONSIBILITY: Executive Director of Media and Public Information

NUMBER OF RELATED BOARD POLICY: 6Hx12:10-00

The Facilities Use Committee is reviewed each fall and approved by the president. It will approve and oversee the use of college buildings, classrooms, and activities space.

Definitions:

Class 1 User: FGC division, department, student/faculty/staff organization established within the College structure.

Class 2 User: 501 (c) (1-11) nonprofit tax exempt corporation, community/civic organization, fraternal body, private school, hospital, other college/university/education units, or government organization/agency as defined by the Internal Revenue Service. No admission, membership, participation fee, donation, or offering may be charged or taken for the event. Community organizations normally considered "not-for-profit," but not legally incorporated as tax exempt 501 (c) (1-11), may receive this classification upon the approval of the President or his/her designee.

Class 3 User: The same organizations defined in Class 2, except that an admission, membership, participation fee, donation, or offering will be charged or taken for the event.

Class 4 User: Any organization, institution, agency, group, or individual not included in Class 1, 2, or 3.

An FGC student/faculty/staff organization event is defined as an activity involving the group's members and guests, to which the public is not invited. The Class 1 rental rate will apply.

An FGC sponsored event is defined as an activity sponsored solely by an FGC organization to which the public is invited. The Class 1 rental rate will apply.

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An FGC priority event is defined as a significant College event, usually annual, as recommended by the Executive Committee. The Class 1 rental rate will apply.

A community priority event is defined as a significant FGC District event, usually annual, as recommended by the Executive Committee in consultation with the appropriate Chairs, or Directors.

Rental Procedures

- (1) Facilities shall be reserved in writing using the appropriate facility request/contract form. All information requested on the form must be completed.
- (2) A minimum of three (3) weeks' notice is normally required to grant rentals.
- (3) Any admission charges made to participants or patrons shall be stated on the written facility request/contract.
- (4) The facility request/contract for FGC student organization events must be approved by the group advisor and by the Coordinator of Student Activities.
- (5) All instructional room change requests must be processed through the appropriate division chair.

Rental Conditions

- (1) Facility security will be under the control of the College, and rental activities open to inspection by College officials at all times.
- (2) Florida Gateway College is a non smoking facility. Smoking is not permitted in any building or within 20 feet of any building.
- (3) Representatives who sign the facility request/contract for internal or external rental organizations are responsible for the conduct of participants, patrons and guests, and for enforcing all College regulations. Abuse of facilities will result in denial of future facility rental.
- (4) Rental organizations may not assign or abuse any facility or grounds reserved/contracted for their use.
- (5) Individuals/organizations renting facilities at FGC shall be subject to the rental rates as indicated in the Rental Rate section. Any variation from the stated rates require prior approval by the President or his/her designee.

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- (6) No person or organization shall be excluded from rental or use of College facilities because of age, sex, race, color, creed, disability, or national origin. No rules or regulations in violation of this may be promulgated by a rental organization of College facilities or participation in rental activities.
- (7) Parking will be provided for rental participants and patrons to the extent that facilities are available. Rental participants/patrons are to park in lots designated for students. Parking lots are not available for purposes other than their intended use.
- (8) Unauthorized use of College facilities and grounds may result in immediate eviction and criminal/civil liability.
- (9) Rental organization participants and patrons shall not arrive before their contracted time period, and must leave at the conclusion of their contracted time period.
- (10) Keys to facilities may be given to authorized College employees only, and facilities shall be opened only by College employees.
- (11) Youth or children's groups shall be supervised at all times by responsible adults provided by the rental organization.
- (12) College furniture and equipment shall not be displaced, altered, or removed without permission from an authorized College employee.
- (13) Materials used for decoration shall be flameproof, and shall be removed at the conclusion of the event.
- (14) Permission to serve food or beverages shall be requested and approved on the facility request/contract.
- (15) Approval for use of facilities may be revoked by the College in an emergency, when use interferes with regular College use, when facilities are misused, or when College regulations are violated. The facility request/contract will not be renewed when revoked for misuse.
- (16) Individuals and groups using the buildings and grounds shall be required to assume responsibility for loss or damage of equipment, damage to buildings and grounds, and shall be held responsible for financial losses sustained by the Board of Trustees. Abuse of College facilities may result in denial of future facility rentals.

(17) The applicant shall become familiar with the physical condition of the College facilities and grounds to be used. The College makes no representations of whatever nature in connection with the condition of the College facilities and grounds, and the College shall not be liable for any latent or patent defects therein. Authorization is given for entrance to specific areas only and for use of specific facilities only.

(18) The applicant will hold the College harmless at all times from any claims damage on account of injury to anyone using the College facilities and grounds in connection with the function sponsored or operated by the applicant and/or growing out of their use and occupancy of said facilities and grounds, or through any defect in said premises, including the sidewalks adjoining the same and use or operation thereof.

(19) Any personal property in the College facilities or on College grounds shall be kept at the risk of the person bringing it thereon. The College shall not be liable for any damage to said personal property or to the applicant or anyone using the facilities and grounds in connection with the function sponsored or operated by the applicant arising from the accident or neglect or any other person whatsoever.

It is the intent of the College to give first priority of reserving a facility to FGC Class 1 users. The Facilities Use Committee delegates to the individuals listed below the responsibility for scheduling the use of the campus facilities as follows:

1. Recognizing that instruction is the most important use of the College's facilities, use of College classrooms and meeting rooms will be scheduled through the administrative office in charge of that particular room or building.
2. Use of the Performing Arts Center will be scheduled through the Executive Director of Media and Public Information.
3. Use of the Howard Conference Center and Pine Square will be scheduled through the Executive Director of Media and Public Information.
4. Use of the Allied Health Auditorium will be scheduled through the Executive Director of Media and Public Information.
5. Use of the Rivers Media Center facilities and classrooms will be scheduled through the Executive Director of Media and Public Information.
6. Use of the Charles W. Hall Student Center will be scheduled through the Coordinator of Student Activities.
7. The Executive Director of Media and Public Information will maintain the scheduling of audio/visual equipment.

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8. Use of facilities at the Olustee site will be scheduled through the Director of Public Service Training.

If the Executive Director foresees any problem with a proposal, it will be presented to the Facilities Use Committee for action.

Renters who fail to provide adequate prior notice of cancellation of an event may be subject to assessment of fees and any out of pocket expenses incurred by the College.

FGC's five county Organizations within FGC's five county district shall have rental precedence over out-of-district organizations, all things being equal.

Booking Procedures for FGC Class 1 users. The initial request for use of facility will be received by the appropriate party for scheduling.

Booking Procedures for Class 2, 3, or 4 Users.

Class 2, 3, or 4 users must apply for the use of College buildings, classrooms or meeting rooms in the following manner:

1. Complete a request form available from the Executive Director of Media and Public Information.
2. Governmental users must provide proof of insurance in the amount of \$500,000 per occurrence and \$1,000,000 per aggregate. Users must provide the following:
 - 1) Certificate of Insurance showing
 - a) Proof of insurance in the amount of \$500,000 per occurrence and \$1,000,000 aggregate,
 - b) Florida Gateway College listed as "additional insured", and
 - 2) a letter dated within one week before the request stating claims pending against the general liability insurance policy.
 - 3) Complete the liability form available from the Executive Director of Media and Public Information's office and return the form signed and notarized.
 - 4) Pre-payment of all fees to include, but not limited to, damage deposit, rental, audio-visual, maintenance and security fees. These fees are assessed by the need indicated in writing by the requester. The damage deposit is refundable if no damage has occurred and the user submits the Damage Deposit Refund Submittal Form as provided in the Facility Use Contract.

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It should be noted that requesting an open date and completing step 1 does not guarantee that permission for facilities use will be granted.

Special Considerations and Limitations. The College is in no way obligated to provide space for any organization or activity. The following are strictly prohibited from use of College facilities:

1. Programs involving any illegal activities.
2. Any political activity which supports only one candidate party.
3. Any organization or activity which supports or teaches the direct or indirect overthrow of the United States government or the government of the State of Florida.
4. Any single church or religious denomination.
5. Activities not consistent with the image or decorum of an educational institution.
6. Activities which exceed the capacity of College facilities or might presumably cause damage to those facilities.
7. Any organization or individual with the intent of soliciting product or service to students or employees of the College.
8. Any other organization or activity deemed inappropriate or unsafe by the President of the College.
9. Activities or programs that are in conflict or in competition with the mission of the College.
10. Use of alcohol unless authorized by the President or the President's designee for approved functions. Beer and wine are the only alcoholic beverages that may be approved. All other alcoholic beverages are prohibited. The *Request to Allow Alcoholic Beverages on College Property* form must be completed and submitted for approval. See attached form and instructions.

Note: The Performing Arts Center will not be used without a responsible College representative present.

Any application denied and/or fees charged may be appealed in writing to the President and the District Board of Trustees.

When an on-campus group sponsors an off-campus group, individual, or organization and any fee, donation, or collection is taken, all proceeds shall go to the College. If this is not acceptable to the off-campus group, they shall pay rental rates normally assessed.

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RENTAL RATES: An additional charge may be made for audio/visual equipment and personnel and for security and maintenance personnel. All rates are on a per use basis for six (6) hours, whichever is less.

When an on-campus group sponsors an off-campus group, individual, or organization for use of the Performing Arts Center and no fee, donation, or collection is taken, the user will pay security and custodial fees plus a damage deposit, or the security and custodial fees will be charged back to the co-sponsoring department or club as listed below. These rates shall remain intact and will be the responsibility of the co-sponsoring department or the group to pay these fees. Such fees will not be reduced as they represent essential operation costs.

A weekend is Saturday and Sunday during the Fall and Spring semesters, and Friday, Saturday, and Sunday during the Summer semesters.

Performing Arts Center	Class 1	Class 2	Class 3	Class 4
Rehearsal/Set up	-0-	-0-	\$200.	\$200.
Performance	-0-	\$100.	\$500.	\$500.
Weekend/Holiday Surcharge	-0-	-0-	\$100.	\$100.
Damage Deposit	-0-	\$500.	\$500.	\$500.
Security/Maintenance /Technology Fees	-0-	\$30/hr., 3hr minimum		
Custodial Fees	-0-	\$45.	\$45.	\$45.
House Manager Fees	-0-	\$9/hr., 5hr minimum		
Light Plot Fee*	-0-	\$100.	\$100.	\$100.
Grand Piano Fee	-0-	\$50.	\$50.	\$50.
Electrical Hookup/disconnect (if required)	-0-	\$100.	\$100.	\$100.
Projector & Screen Fee	-0-	\$100.	\$100.	\$100.

*Any event requiring the removal of all the lights from the battens will be charged the \$100 light plot fee, plus \$100 for reinstallation of the lights.

A 3:30 p.m. light and sound check will be required before each event.

For an event more than three days for class 2 users, the user or co-sponsor will pay security and custodial fees for the first three days and then performance fees for days 4-11 @ \$20/day, and days 12-14 @ \$10/day.

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No class 2, 3 or 4 user will be permitted to use the facility for more than two weeks. The college will reserve 24 hours between bookings as turn-around time. If an event must occur during this period, the user will be charged a \$200 turn-around fee, plus overtime.

The College reserves the right to refuse booking an event that it feels is in competition with its programs.

Howard Conference Center	Class 1	Class 2	Class 3	Class 4
Rehearsal/Set up	-0-	-0-	\$200.	\$200.
Rental	-0-	-0-	\$700.	\$700.
Weekend/Holiday Surcharge	-0-	\$120.	\$80.	\$80.
Damage Deposit	-0-	\$200.	\$200.	\$200.
Security/Maintenance /Technology Fees	-0-	\$30/hr., 2hr minimum		
Custodial Fees	-0-	\$45.	\$45.	\$45.
Electrical Hookup/disconnect (if required)	-0-	\$100.	\$100.	\$100.

Charles W. Hall Student Center	Class 1	Class 2	Class 3	Class 4
Rental	-0	N/A	N/A	N/A
Weekend/Holiday Surcharge	-0-	N/A	N/A	N/A
Damage Deposit	-0-	N/A	N/A	N/A
Security/Maintenance /Technology Fees	-0-	N/A	N/A	N/A
Custodial Fees	-0-	N/A	N/A	N/A
Electrical Hookup/disconnect (if required)	-0-	N/A	N/A	N/A

Note: The Student Center will not be used without a responsible College representative present. No class 2, 3 or 4 user will be permitted to use the Student Center.

Allied Health Auditorium and Rivers Auditorium	Class 1	Class 2	Class 3	Class 4
Rental	-0-	-0-	\$150.	\$150.
Weekend/Holiday Surcharge	-0-	\$80.	\$80.	\$80.
Custodial Fees	-0-	\$30.	\$30.	\$30.
Damage Deposit	-0-	\$100.	\$100.	\$100.
Security/Maintenance /Technology Fees	-0-	\$30/hr., 2hr minimum		

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Classroom/Lecture Hall	Class 1	Class 2	Class 3	Class 4
Rental	-0-	-0-	\$ 60.	\$ 80.
Weekend/Holiday Surcharge	-0-	-0-	\$60.	\$60.
Custodial Fees	-0-	\$15.	\$15.	\$15.
Damage Deposit	-0-	\$100.	\$100.	\$100.
Security/Maintenance /Technology Fees	-0-	\$30/hr., 2hr minimum		

Recreational Facilities

The Fitness Center and Free Weight Room are not available for rental.

Concession services provided by the renter are subject to the prior approval of the College. The location of any renter controlled concession services will be stipulated by the College and confined to such designated locations.

Outdoor Facilities (Per day)	Class 1	Class 2	Class 3	Class 4
Tennis Court	-0-	\$ 10.	\$ 20.	\$ 20.
Pine Square	-0-	\$ 50.	\$200.	\$200.
Custodial Fees	-0-	\$ 15.	\$ 15.	\$ 15.
Parking Lot	-0-	\$ 50.	\$80.	\$80.
Damage Deposit	-0-	\$100.	\$100.	\$100.

Technical Facilities	Class 1	Class 2	Class 3	Class 4
General Computer Lab(per hr)	-0-	\$25.	\$25.	\$25.
Computer Lab (per day)	-0-	\$250.	\$250.	\$250.

Damage deposit is \$1000.00 per request. Scheduling is to be done by personnel responsible for that department.

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Audio/Visual technology support equipment, services, and personnel are available as follows:

Hourly	Class 1	Class 2	Class 3	Class 4
Technician (sound/light)	-0-	\$ 30.	\$ 30.	\$ 30.
Videotaping event	-0-	\$150.	\$150.	\$250.
Equipment charge-includes technicians				
Post-Video Production	-0-	\$ 95.	\$ 95.	\$250.
Editing - includes technician				
Videography shoot video	-0-	\$ 95.	\$ 95.	\$250.

Off campus use of equipment requires prior approval and may include a service/delivery charge. Use of college personnel for setup and/or operation of equipment may include a service charge.

Overnight or weekly use of equipment off campus may require a security deposit and/or insurance coverage by renter.

VIDEO Conferencing Facilities (cost per site)

Hourly (includes video conference)	Class 1	Class 2	Class 3	Class 4
Classroom & Equipment	-0-	\$ 80.	\$ 95.	\$140.
Satellite Conference cost	-0-	-0-	\$100.	\$ 125.
Damage deposit	-0-	\$200.	\$200.	\$200.

Television production services are available by contractual agreement. Included are pre production planning, scripting, talent, audio, video, videography, and editing. These costs exclude those entities that are contracted as partners.

Campus Services Personnel

During events there may be a charge for security service provided by Campus Security. The level of security staffing, determined by the Director of College Facilities, will depend on the nature of the event, the area involved, and number of participants and/or spectators.

Up to 500 people (per hr)	\$ 15.00
Over 500 people (per hr)	\$ 30.00

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Physical Plant Personnel

Set up of chairs and/or tables (\$16.50 PER STAFF/HR.)

HALF SHELL ONLY: 2-PERSON

(A) SET-UP 2 hrs.

(B) TAKE DOWN 2 hrs.

TOTAL: 8 STAFF hrs. \$ 72.00

FULL SHELL SET-UP: 4-PERSON

(A) SET-UP 2 hrs.

(B) TAKE DOWN 3 hrs.

TOTAL: 16 STAFF hrs. \$144.00

HOWARD CONFERENCE CENTER FULL SET-UP; SPECIAL PROGRAMS

WEEKDAY

\$100.00

WEEKEND

\$150.00

NOTE: Additional set-ups not listed above will be assessed on an individual basis.
Provision of additional faculty implements (chalkboard, stanchions, piano, staging, sound system, floor mats, etc.) will require a \$10 per type of item charge.

History: Adopted: 12/10/74; Effective: 12/10/74; Revised: 8/11/81, 4/26/83, 7/14/87, 4/11/89, 9/11/90, 8/28/91, 1/12/93, 8/16/94, 2/13/96, 12/17/96, 1/14/97, 2/26/99, 11/6/00, 05/14/08, 11/18/08; 03/06/13; 10/07/14



REQUEST TO ALLOW ALCOHOLIC BEVERAGES ON COLLEGE PROPERTY
NOTE: ONLY BEER AND/OR WINE ARE ALLOWED

Organization:			
Contact Person:		Phone:	
Mailing Address:			
Name of Event:		Date of Event:	
Complete Description of Event:			
Circumstances Relating to the Sale and/or Consumption of Alcoholic Beverages:			

Conditions and Agreements

1. This completed and signed request form must be submitted to the College President, or designee, 14 days prior to the event, along with copies of appropriate liquor licenses/permits. It is the responsibility of the requestor to obtain all required licenses/permits related to the sale of alcoholic beverages (only beer and wine are allowed) in accordance with Florida Statutes. The sponsoring organization will adhere to all Florida Statutes, local regulations and ordinances, and to the Florida Division of Alcoholic Beverages and Tobacco rules and regulations governing the use, sale, and consumption of alcoholic beverages.
2. External organizations and caterers must submit a Certificate of insurance listing the Florida Gateway College District Board of Trustees as an "additional insured" to the College President, or designee, no less than 14 days prior to the event. Such insurance shall be in the amount of no less than one million dollars, single limit coverage. In addition, the organization shall defend, indemnify and hold the College harmless from and against liability, claims, losses, both bodily injury and property, and expenses which arise out of or from the organizations negligent actions or non-actions.
3. Florida Gateway College reserves the right to require a law enforcement officer to be present, with the external organization bearing all costs, at any event held on College property should the President, or designee, deem this requirement to be in the best interests of the College.
4. In all cases, Florida Gateway College reserves the right to refuse to allow the sale and/or consumption of alcoholic beverages on College property, without obligation to provide reason or cause.
5. Approval of this request is not final until an approved copy of this request form with all signatures indicated below is returned to the requestor.

I have read and understand these Conditions and agree that the organization I represent (The Organization) will comply with these provisions. I hereby certify that I am authorized to execute this document on behalf of The Organization and bind The Organization to this agreement as well as any other collateral documents. In the event that The Organization is not a legal entity, I agree that the obligations of The Organization contained within this agreement and any collateral documents shall be my personal responsibility.

Signature of Requestor:		Date:	
Printed Name:		Title:	
Organization:			
Risk Management Coordinator:		Date:	
College President:		Date:	