

## Procedure 2.2.3.1 Administrative: Facility Use

**TRI-COUNTY  
COMMUNITY  
COLLEGE**

**ADMINISTRATIVE  
FACILITY USE**

**PROCEDURE  
2.2.3.1**

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The following procedures shall be used when third party groups use the College's facilities:

### **I. Groups Permitted to Use the College's Facilities and Grounds**

#### **A. Permitted Groups**

The following groups shall be permitted to use the College's facilities and grounds:

1. Student groups and College affiliated groups;
2. Governmental entities;
3. Non-profit entities;
4. Community members; and
5. For-profit entities for non-revenue generating events (e.g., banquets, awards presentations, charity fundraisers, etc.).

Any use of the College's facilities must be in furtherance of the College's educational purposes or are in promotion of the community's cultural and educational welfare and do not compete with any classes or events that are offered or could be offered by the College. For-profit businesses may not use the facilities for for-profit business activities or in violation of the N.C.G.S. § 66-58.

#### **B. Priority**

The College maintains the right to reserve and use any of its facilities at any time, with or without prior notice, for its use and such use will take priority over any other use. Individuals or groups that participate in speech not protected by the First Amendment, that engage in activity which causes a material and substantial disruption to the College educational environment and/or operations or conduct or activities that are contrary to the College's educational mission or are in competition with the College shall not be allowed to use the College's facilities for any reason.

#### **C. Rental and Service Fees**

Rental and service fees may be established for use of the College's facilities by governmental entities, non-profit entities, community members and for-profit entities. The President may, in his/her discretion, waive the rental and/or service fees for all entities and individuals except for-profit entities.

## **II. Procedures Governing Uses of College Facilities**

- A. The College's educational program has priority at all times. No activities will be scheduled for a use which interferes with the College's instructional programs or activities.
- B. The use of any College property shall be under the direction of an authorized member of the College staff. Facility Use Reservation Agreements (“Agreements”) must be used for every Non-College facility use.
- C. Completed Agreements must be submitted to the College at least two (2) weeks in advance of the proposed use. Facilities will not be reserved/scheduled until the College’s educational programs have been scheduled for that academic term. The President may, in his/her discretion, allow for reservation/scheduling for a longer period.
- D. Keys to College buildings shall be assigned only to College employees and buildings shall be opened only by such employees.
- E. Tobacco use is not permitted anywhere on the College campus. For more information, see Policy 2.2.1 – Tobacco Free Campus.
- F. Drinking or possession of alcohol and/or unauthorized controlled substances on the College campus is prohibited. For more information, See Policy 2.1.7 – Alcohol and Drugs on Campus. In limited situations, alcoholic beverages may be allowed pursuant to Policy 2.2.5 – Use of Alcohol at Campus Events.
- G. Youth or children's groups shall be adequately supervised by responsible adults provided by the sponsoring organization.
- H. College furniture, and/or equipment shall not be removed, altered, re-arranged or displaced without permission from an authorized College employee.
- I. User shall be responsible for the payment of any and all damages to the College's buildings, furnishings, fixtures or equipment whether caused by User or his/her patrons. Nothing shall be affixed to any walls, curtains, seating or other surfaces in any building without the College's prior written permission.
- J. Authorization shall be given for entrance to specific areas only and use of specific facilities only within a building.
- K. Agreements shall be revoked when the use interferes with regular College use, when facilities are misused or when the foregoing rules are violated. Future use shall not be considered for organizations which have misused facilities.
- L. As a condition for use of the facilities, the College requires compensation for additional campus resource officers, cleaning personnel or other staff members deemed by the College to be necessary for use of the facilities.
- M. The College requires proof of liability insurance by the user based on the risks involved in the intended use. The College must be listed as an additional insured on the policy. Further, users shall be required to sign an indemnity agreement in favor of the College.

- N. The College shall require proof of copyright license fee payment in the event of a theatrical performance, to include royalty fees for play production and for any music used in the production.
- O. Organizations using College facilities and planning for catering service must receive College approval in advance. The contract for providing catering services shall be between the user and the caterer.
- P. User shall not advertise any performance or the appearance of any performer prior to executing the Agreement with the College.
- Q. The College reserves the right to request that rental and service fees be paid in advance for use of facilities.
- R. The Agreement should include all technical requirements, plans, ideas and program content pertaining to the event. All equipment brought in by the user will be inspected to ensure safety and the College will have the final approval and authority for the use of such equipment.
- S. No collections of donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without the College's prior written approval.
- T. Persons will not be permitted inside any room in excess of the established seating capacity. No additional chairs may be placed in the hall, hallways or any other portion of the facility open to the public. No standing room may be utilized, nor is anyone permitted to sit in any aisle.
- U. The user agrees that no recording, either visual or audio, of any kind will be made of the event without prior written approval from the College. The College has the right to require payment for said privilege. The College has the right to record any event conducted in the College's facilities.
- V. Move out must be completed no later than one half hour after the scheduled end time. Failure to comply with the move out deadline may result in the user's effects being considered abandoned and may be disposed of by the College.
- W. Attendance at any event may not be restricted on the basis of race, color, sex, gender, religious affiliation, national origin, political affiliation or disability.