

USE OF CAMPUS FACILITIES BY OFF-CAMPUS GROUPS

The Board of Trustees of Temple College has adopted the following regulation controlling the use of College facilities by off campus groups. The policy includes a Statement of Guidelines for administering the policy, and a Fee Schedule to be applied to the user. The policy is implemented for two basic reasons: (A) To assure uniform treatment to all off campus groups requesting the use of College facilities, and, (B) To recover the costs incurred by the College by such use of its facilities.

Temple College may enter into contractual arrangements or a Memorandum of Understanding (MOU) with individuals, outside agencies, and community partners for the use of TC facilities during normal hours of operation and outside the normal hours of operation. Individuals or groups desiring to use TC facilities without prior contractual agreements must negotiate a contract with the appropriate Vice President's office or a division employee specifically assigned to negotiate a contract within that division. Individuals or groups desiring to use TC facilities without a prior MOU must negotiate an MOU through a designated campus representative with the Vice President of Administrative Services as the final signatory authority. See Section II-General Operational Policies, Use of Campus Facilities for Off Campus Groups for a listing of building or room rental costs. For audit purposes, logs and copies of each negotiated contract must be kept with the Vice President of Administrative Services or division employee.

The contract issued shall include, but will not be limited to:

- The name(s) of the individual(s), agency(ies) or community partner(s) that is/are holding the event(s). It should also include who the contact person is, their address, telephone number, fax number, website, and e-mail address.
- The cost of utilizing the facility.
- The requirement to provide an insurance liability policy naming Temple College as additional insured, conforming to the requirements in the insurance exhibit.
- An indemnity clause which states Temple College is not responsible for accidents, injuries, or damage (personal and institutional) that occurs during the event.
- A clause establishing the right of Temple College to recover costs incurred as a result of damage caused by any individual or group who is in attendance, who may not be covered by the liability policy.
- A detailed description of the event.
- Where the event will be held (and any restrictions on facilities)—identify by name the facility(ies) that will be used, limitations on the use of the

facility(ies) (for example-no open flame or candles may be used in the facility), and any other restrictions.

- Event Details, including the day/ time they may arrive for set up, and what day/time they must be done, cleaned and out. If the group requires a day in advance for set up, include specifically what time they may arrive on that day and on the day of the event.
- Maintenance provided during and after the event.
- Security provided (if needed) during and after the event. Contracting party must notify campus police if a private security company will be used or if they will be contracting out one of Temple College's officers to provide security.
- Parking arrangements for attendees.
- Cancellation terms.
- Contact information for Temple College representatives
- Instructions on how to access facility for events that occur outside of normal business hours.

Should a situation present itself where Campus Police is unaware of the authority in which a student, outside agency, or community partner has gained access to a campus facility, the officer will:

- Confirm the identity of the person in question, preferably with a TC identification card.
- For an outside agency or community partner; verify who the contact person is and verify the name of the agency or community partner.
- Confirm if authorization is granted to the individual or group. This is accomplished by:
 - A Temple College student providing the officer on duty with a written authorization made by the appropriate Vice President.
 - An outside agency or community partner providing the officer on duty with a fully negotiated contract.
- If verification cannot be obtained, the party will be asked to vacate the facility until the situation is resolved.

1. Guidelines for Handling Requests by Off-Campus Individuals and Groups:

- a. Off campus individuals or groups desiring to use TC facilities must clear such requests with the Vice President of Administrative Services or any other College employee who is designated as the individual responsible for the entering into an agreement for their department, division, or center, who will also explain the fees to be charged for the requested facility.

- b. Credit classes, intercollegiate sports, Community Ed, and College sponsored student activities have priority for all Temple College facilities.
- c. The meetings and/or programs must be conducted in compliance with facility use policies as they appear in the Temple College Board Policy Manual and Temple College Administrative Regulations.
- d. The user is responsible for crowd control, security, and for any damages incurred to College property. Liability coverage may be required.
- e. Temple College assumes no liability for personal injury or loss by those using the facilities.
- f. All youth groups using the facilities must have proper and adequate adult supervision.
- g. The College reserves the right to refuse use of facilities, to require a certificate of insurance for whatever limits it deems appropriate, and to require the completion of a hold harmless agreement.
- h. Off campus groups or individuals using TC facilities must agree not to discriminate on the basis of gender, disability, race, color, age, religion, national origin, or veteran status in the use of College facilities.
- i. No food or beverage sales or distribution allowed without permission from the Vice President of Administrative Services. Alcohol is not permitted on campus without prior written approval from the President
- j. Personal use by College employees is generally not permitted. However, commercial rates will be applied if individual use is approved.

2. Fee Schedule for use of College Facilities by Off-Campus groups:

Note: Custodial and security personnel fees will be added to all listed fees whenever the request necessitates the use of custodians. Session is defined as up to 8 hours. Session may be broken up into two 4 hour sessions.

A. Non-Commercial and Non-Profit Groups

- PAC Auditorium - \$500.00 per session. Rehearsals on separate days constitute an additional session.
- Health Sciences Center - \$500.00 per session (May include use of 1 classroom).
- PAC Backstage Theatre - \$250.00 per session.

- Conference or board rooms located throughout campus - \$150.00 per session.
- Leopard Room (Pavilion Conference Room) – \$500.00 per session
Computer Lab - \$100 per hour
- Classrooms - \$40.00 per hour
- HPE Facilities (Basketball Court/Dressing Room)
 - 1. All Schools - \$100.00 per game which does not include clock operator.
 - 2. Other non-profit groups and clubs - \$150.00 per game which does not include clock operator.
- Health Science training facilities – contact Director of Simulation Center for pricing

B. Commercial Groups or Individuals

- PAC Auditorium - \$800.00 per session. Rehearsals on separate days constitute an additional session.
- Health Sciences Center - \$800.00 per session (May include use of 1 classroom).
- PAC Backstage Theatre - \$400.00 per session.
- Conference or board rooms located throughout campus - \$300.00 per session.
- Leopard Room (Pavilion Conference Room) – \$800.00 per session
- Computer Lab - \$200 per hour
- Classrooms - \$75.00 per hour
- HPE Facilities (Basketball Court/Dressing Room) - \$300.00 per game, which does not include clock operator.
- Health Science training facilities – contact Director of Simulation Center for pricing

C. Additional fees applicable to all groups

- Custodial (may be required if food or beverages at event): \$25.00 per hour per employee
- Security (required if alcohol will be at event): \$40 per hour per officer
- IT Support: \$40 per hour per technician

Subject: Uses of Campus Facilities by Off-Campus Groups

Board Policy Reference: CH (LOCAL) Site Management

A commercial group is any organization that has not received a tax-exempt determination from the IRS. Groups utilizing the non-profit rate will be required to provide proof of active non-profit status.

Fees for any facilities not specifically covered in this Policy will be established by the Vice President, Administrative Services along the general guidelines of the above fee structure. Any exceptions made must be approved by the President.

Board Approval Date: August 19, 2013

Effective Date: August 20, 2013

Page 5 of 6

Policy Manual Review Committee Revision Date: November 30, 2023

Insurance Requirements Exhibit

During the Term of the Agreement, Renter, at its sole cost and expense, and for the mutual benefit of the College and Renter, shall carry and maintain comprehensive public liability insurance, including property damage, insuring the College and Renter against liability for injury to person or property occurring in or about the rented Premises which is caused by the negligent acts or omission of Renter, its volunteers or its attendees during the term of this agreement, as follows:

GENERAL LIABILITY:

General Aggregate Limit: \$2,000,000

Each Occurrence: \$1,000,000

Personal and advertising injury: \$1,000,000

Property Damage to Premises: \$1,000,000

If an approved Production Event:

Products-Completed Operations Aggregate Limit \$2,000,000

All coverage must be primary and non-contributory

If determined necessary by the College based upon the nature of the event, the following may be required:

AUTOMOBILE LIABILITY: Each Accident \$1,000,000

WORKER'S COMPENSATION: \$1,000,000

EMPLOYER'S LIABILITY: \$1,000,000

UMBRELLA/EXCESS COVERAGE: \$1,000,000

LIQUOR LIABILITY Aggregate: \$2,000,000

Each Occurrence: \$1,000,000

A certificate of insurance specifying the required coverage, or a letter of self-insurance if a Texas Governmental Entity, naming the College as an additional insured and including a waiver or subrogation in favor of the College, must be submitted to the College 5 days in advance of the event. Each insurer shall provide a 30-day notice of cancelation or material change of the policy to the College. The insurance carrier must hold a minimum "A" rating from A.M. Best Company. The College reserves the right to increase the minimum policy amounts on any one event, depending on the scope of the event being held at the College.