

COMMUNITY COLLEGE OF BALTIMORE COUNTY (CCBC)

Guidelines for Use of College Facilities by External Users

Community College of Baltimore County (“The College”) is committed to serving the needs of the public by allowing reasonable use of College Facilities. The purpose of these Guidelines is to provide the terms, conditions, and procedures related to use of College Facilities by members of the general public. Generally rental and/or other fees will be charged to external users unless a waiver is granted by the office of the Campus Director.

A. Definitions. As used in these guidelines, the following definitions shall apply:

1. “College Facilities” means all spaces noted on the Event Reservation Request form.
2. “Event” means any activity at a College Facility, sponsored by a User.
3. “Events Scheduler” means the representative from the College’s Registrar’s Office, Events Scheduling.
4. “Campus Director” means the individual on each campus designated by the president for the day-to-day management and administration of the campus.
5. “Guidelines” mean these Guidelines for the Use of College Facilities.
6. “Reservation Request” means the College’s Event Reservation Request form.
7. “User” means individual member(s) of the general public, educational and government agencies, businesses, and non-profit organizations that are not affiliated with the College, but whose purpose and activities are consistent with the mission of the College. User does not include current CCBC employees, foundations or alumni associations affiliated with the College, which are not subject to these Guidelines.

B. General Policies and Guidelines. Users must comply with the following general policies and guidelines:

1. All Users must submit a reservation request in accordance with the procedures set forth herein. The CCBC Event Reservation Request is appended to and incorporated into these Guidelines.
2. Requests for space will be considered as long as they do not duplicate events, classes or programs offered by the College. All College Facilities must be used for the purpose specified in the Reservation Request.
3. The College is a smoke-free and tobacco-free environment.

4. The College shall have priority over use of the College Facilities for College events. Furthermore, Events may not be approved if, in the discretion of the Campus Director, the Event will duplicate offerings made by the college, disrupt classes, athletic events, or other activities conducted by the College, or will be disruptive to the community surrounding the College.
5. In addition to the policy and procedures contained in these Guidelines, Users must comply with all policies and procedures that may be posted in the requested space.
6. If anticipated attendance at an Event will be 100 people or more, the User, if other than a state or local government entity, shall provide general liability insurance for the Event and add the College, its trustees, officials, agents and employees, as additional insureds. The College shall receive prior written notice of the cancellation, expiration, non-renewal, or any other form of termination of the insurance policy. The Campus Director may request the User to provide the general liability insurance described in this Section 6 for an Event where the anticipated attendance is less than 100 people if the Campus Director believes, in his/her discretion that such insurance is in the best interest of the College. All pool use requires general liability insurance regardless of the anticipated attendance.
7. CCBC generally does not permit the sale or consumption of alcoholic beverages at events sponsored by the College or at events on college property sponsored by external groups. However, the President has the authority to make exceptions to this policy on terms and conditions the President believes are in the best interests of the College. In the event the President grants an exception to this policy, the permission is granted with specific injunction to assure that under-aged persons are not served and that provisions for moderation are practiced and in place. Additional public safety officers and custodial staff are also required for any event where alcohol is served.
8. The College reserves the right to deny the use of College Facilities to any User if, in the sole discretion of the College, the Event can potentially damage College property or present a threat to the safety of the College and/or its surrounding communities.
9. The College shall deny use of College Facilities where the Event is contrary to the intended use of the College Facilities or the mission of the College, or where the event violates fire, health, or safety provisions related to the College Facilities.
10. The College, its agents, and its authorized designees may terminate the use of College Facilities and/or an Event if the User violates these Guidelines and/or the Agreement for Use.
11. The Event Scheduler shall consult with and send notice of all Events to the Campus Director, Public Safety, Facilities Management, Information Technology, and the College Communications. The College Communications Office of the College reserves the right to review and approve the publicity related to any Event.

12. The Users must sign an Agreement for Use of CCBC Facilities, the form of which is appended to and incorporated into these Guidelines. The Agreement for Use contains, among other things, a provision that the User shall indemnify and hold the College harmless for any damage, loss or other liability related to an Event.
13. Each User must agree to follow these Guidelines, a copy of which will be provided to the User by the Events Scheduler.
14. The Users must terminate all events promptly by the time indicated on the Event Reservation Request.
15. The Users are permitted to access only the areas designated and approved on the Event Reservation Request and only for the purposes stated on the request.
16. The Users are not permitted to publicize an event for which the college facilities are being requested prior to the approval of the Event Reservation Request and any subsequent approval required.
17. The College, its agents, and its authorized designees may require an attendee to leave an Event if, in the reasonable discretion of the College, its agent, or its authorized designees, the attendee is in violation of these Guidelines and/or the Agreement.

C. Applications and Approval of Use.

1. The Users who wish to use College Facilities shall obtain an Event Reservation Request and a schedule of basic fees from the Events Scheduler. A User that is an organization must submit, with the completed Reservation Request, verification of its status as a business organization validly formed and duly authorized to operate in the State of Maryland. Such verification may be in the form of (a) a Certificate of Good Standing from the Maryland Department of Assessments and Taxation dated no earlier than one year prior to the Event; or (b) with respect to a non-profit organization, an IRS determination letter of the entity's non-profit/tax exempt status, e.g. 501(c)(3) or copy of their IRS Form 990 filed by the User for its prior fiscal year.
2. A User shall return the Event Reservation Request to the Events Scheduler at least 25 business days in advance of the Event along with verification of status as a business organization or non-profit organization as noted in Section C1 above and a Certificate of Insurance, if required, that complies with the requirements noted in Section B6.
3. If the date requested is available, the Events Scheduler has received all of the required approvals, and the Event is consistent with these Guidelines, the Events Scheduler shall place a temporary hold on the facility for this date.
4. The Events Scheduler shall send the User an Agreement for Use of CCBC Facility. Attached to and incorporated into the Agreement for Use shall be a copy of the Event Reservation Request, these Guidelines, an estimate of the costs related to the Event,

including, but not limited to a rental fee, maintenance, and public safety (see provisions regarding Public Safety in these Guidelines), and any other policies or regulations.

5. The User shall return a signed Agreement for Use to the Events Scheduler at least fifteen (15) business days before the date of the Event with full payment of the estimated costs contained in the Agreement for Use. Payments may be paid by cash, check, money order, or credit card. Checks or money orders are to be made payable to the Community College of Baltimore County.
6. Denial of payment by a bank of a check from a User shall entitle the College to cancel the Event. In addition, the User shall reimburse the College for the full amount plus any applicable fees or penalties.

D. Denial of User Requests. The College may deny the use of College Facilities if:

1. The College or another User or other organization has already reserved the College Facilities.
2. The Event is not related to the intended use of the College Facilities requested or mission of the College.
3. The User has previously misused any College Facilities or has failed to comply with policies and procedures related to use of any College Facilities or has failed to pay charges accrued from a previous event.
4. The User has failed to comply with the application requirements in a timely manner.
5. The Event, in the sole discretion of the College, is likely to disrupt the operation of the College or the surrounding communities, provoke a breach of the peace, or endanger members of the College and/or the surrounding communities.
6. The Event is a religious service. This prohibition does not prevent the College from making College Facilities available to religious organizations for small meetings or classes in accordance with the terms of these Guidelines. Offerings, donations, dues or monies of any kind are not to be collected on campus. Proselytizing or fundraising may not be engaged in by the User at the Event.
7. The User is a profit-making enterprise holding events, in-house training programs, meetings, or informational seminars.
8. The User is requesting a space to hold a political event. Requests from government officials or other stakeholders of public office may be considered when the event's purpose is to provide information about legislation and other issues of general interest to constituents. Political fundraising is prohibited, as is the acceptance or solicitation of monies of any kind by political candidates.

9. The Event involves gambling. (Note: If such an event is granted a waiver because gambling is not its primary purpose, all Baltimore County and State of Maryland regulations are to be followed.)

E. Use of Campus Pool.

The User must adhere to all Baltimore County and State of Maryland codes and regulations. The User must also comply with all requirements within the “CCBC Administration, Management and Safety of Aquatics Facilities Manual,” a copy of which shall be provided by the Events Scheduler to the User. The College will provide lifeguards unless otherwise set forth in the Agreement for Use. The cost of pool operators and lifeguards provided by the College is set forth in the Facilities Rental Rate Schedule.

F. Fees and Charges.

1. The fees associated with the rental and operations of the College Facilities are set forth in the Facilities Rental Rate Schedule.
2. The User assumes responsibility for any damages to College equipment or facilities and for loss of revenue resulting from those damages as well as any fees associated with returning the space to its proper use.
3. In certain cases, actual charges and expenses may exceed original estimates. By agreeing to use the College Facilities, the User accepts responsibility for paying any such additional costs.

G. Public Safety.

1. Upon receipt of a Reservation Request, the Events Scheduler, in consultation with the campus Assistant Director of Public Safety and the Campus Director, will determine whether the Event requires additional College Public Safety Officers on the day of the Event. The Events Scheduler will notify the User, in writing, of the additional number of Public Safety Officers required and the additional cost. Failure of a User to agree to the additional security will result in the termination of the User's Reservation Request and cancellation of the event.
2. In case of an accident or illness of a participant in the course of an event, the User must notify Public Safety immediately.

H. Information Technology.

1. Upon receipt of a Reservation Request, the Events Scheduler, in consultation with the IT Help Desk Manager, will determine what level of IT service and support is needed, including: staff scheduling and overtime if needed, in house equipment or the use of outside contractors and equipment. In the event of the use of rental equipment or non

CCBC contractors the User is responsible for ordering and paying for non CCBC services.

2. The User is responsible for any damages or loss of contracted equipment

I. Special Terms and Conditions.

1. The User shall not assume or imply that permission to use College Facilities represents college endorsement or sponsorship of the group, its purposes, or activities.
2. The College shall not permit the use of any space by a User without the availability of the services required to maintain the College's operational and environmental standards for that space.
3. Certain College Facilities may contain expensive and/or complex equipment. Only College personnel are authorized to operate any such equipment. The rates of service for the College personnel are noted on the Facilities Rental Rate Schedule.
4. The use of the College Facilities will generally be canceled when the College is closed due to inclement weather or other emergency conditions. Every reasonable effort will be made by the Events Scheduler to notify Users that may be affected. Users are encouraged to listen to local radio stations or use the CCBC website (www.ccbcmd.edu) for weather-related closing announcements. If the Event cannot be rescheduled, any payments shall be returned to the User.
5. Requests for food service shall be included in the Event Reservation Request. The College's vendor has a right of first refusal to provide requested food services. If the College's vendor does not exercise their right to provide food services for the Event, the Events Scheduler will inform the User in writing of his or her right to pursue a licensed caterer or vendor to provide the food to be served or sold at the Event.
6. Without permission of the College, the User shall not affix anything to walls or otherwise deface surfaces of any College Facilities. Without permission of the College, the User shall not remove or rearrange any furniture or equipment that belongs to the College. Preference for arrangement of existing furniture and/or the need for additional furniture should be included on the Event Reservation Request. (Note: Additional fees may apply.)
7. As a general rule, pets and animals, other than service animals, are not allowed inside any College building. The Events Scheduler will refer requests for exceptions to this policy to the Campus Director.
8. The College at its discretion may choose not to schedule events when the college is closed, when personnel are not available, and during repair and maintenance periods.

9. Directional signage should be requested from the Events Scheduler. Posting and removal of the directional signage will be the responsibility of the College.
10. The Campus Director's office will designate an on-site administrative supervisor for all external group events. The cost for this service will be included in the estimated costs.
11. External for-profit groups that charge admission or fees for attendance may be assessed an additional fee to be collected by the college based on the revenue generated from the event.
12. The Campus Director shall have final responsibility for rental and use of the College Facilities to external groups.