



I. PURPOSE

Pellissippi State Community College (Pellissippi State or the College) regulates the use of its campus property and facilities in order to be consistent with the college mission and educational purpose through the implementation of reasonable, content/viewpoint neutral regulations. This policy, and all campus policies developed in compliance with the policy, shall be implemented and construed so as to ensure no undue disruption of that mission; to promote an educational atmosphere on campus; to prevent commercial exploitation of students; and to prevent use of campus property and facilities contrary to federal, state or local law, regulation, or the rules and policies of the Tennessee Board of Regents (TBR), its institutions and schools.

In establishing this policy and the related college policies, Pellissippi State recognizes the importance to the educational process and environment for persons affiliated with the College, including officially recognized student organizations and other groups, to have reasonable access to, and use of the educational facilities on campus to hear various views. Simultaneously, Pellissippi State also makes clear that its facilities are not open public forums, but are instead intended solely for use consistent with the advancement and orderly administration of its educational mission for the benefit of its students, faculty, staff, and affiliated entities. As such, Pellissippi State does not ordinarily make its buildings or other facilities available to outside individuals or outside groups. Exceptions may be made only if the proposed use is consistent with this policy and institutional policy and mission.

Priority for the use of college facilities is in the following order: 1) credit and non-credit classes and programs, 2) college-sponsored activities, 3) all other requests for usage.

The use of certain Pellissippi State Community College facilities by non-affiliated entities/individuals is allowed under the policies and guidelines prescribed in this policy and in Tennessee Board of Regents (TBR) Policy No.1:03:02:50, TBR Policy No. 1:03:02:10 and TBR Guideline B-026.

II. General Guidelines

1. A list of the facilities available for rental and the rental charges are shown in Attachment I. Any facility not listed is unavailable for rental.
2. To apply for use of these facilities, individuals must complete the Facility Usage Application (Attachment II) and submit it to the Business and Community Services Division as indicated on the application.
3. Unless otherwise stated, applications must be received at least 14 business days prior to the requested rental date(s). Applications for use of the Clayton Performing Arts Center (the CPAC) must be received 45 business days prior to the requested rental date(s). The College

will consider applications received later than the stated dates but may not be able to accommodate late-filed requests.

4. When applying to use any of the College's facilities, please be aware that:
 - a. All non-profit groups will be required to provide proof of non-profit status.
 - b. Local business and civic organizations may use college facilities for group activities that serve the community.
 - c. Any activity that is scheduled must be consistent with college policies.
 - d. Approval of a request for use of any Pellissippi State facility is at the sole discretion of the College.
5. If the space is available:
 - a. The Clayton Performing Arts Center (the CPAC) may be reserved between 7:30 a.m. and 11:00 p.m.
 - b. All other college facilities may be reserved from 7:30 a.m. to 10:00 p.m.
6. Priorities for the use of college facilities:
 - a. credit and non-credit classes and programs,
 - b. college-sponsored activities,
 - c. all other requests.
7. Costs (see Attachment I): Exceptions to this policy can be made upon approval of the president of Pellissippi State Community College. All groups both profit and non-profit, must compensate the College (at the rates listed) for such products and services as, but not limited to, the following:
 - a. space rental;
 - b. damages to equipment or facilities;
 - c. additional college personnel needed for the event, including technical, custodial, electrical, and security staff;
 - d. technical equipment and supplies;
 - e. lighting and heating.
8. Scheduling of Facilities:
 - a. The Business and Community Services Division is responsible for receiving and processing all applications for use of any facilities by businesses and organizations not affiliated with the College and will make all necessary arrangements regarding security and cleaning.
 - b. Use of the Clayton Performing Arts Center (CPAC) by college departments must be scheduled through the Business and Community Services Division.
 - c. All applicants will be notified via the email address provided on the application within seven business days of the completed application's receipt. If an application is denied, the reason will be provided and will be one or more of the reasons detailed in section III, Denial of the Use of Facilities. Any denial of a request will be based solely on factors related to reasonable regulations in light of the College's mission and the nature of the facility or property requested and rendered in a content/viewpoint neutral manner.
 - d. In all cases where an application for access or use of campus facilities or property is approved, such use will be subject to the execution of an appropriate written agreement regarding the conditions applicable to the approved access/use, which shall include, but not be limited to, the terms and conditions set forth in this policy.

9. Payment Policy:

Unless stated otherwise herein, all payments of approved requests for facilities must be received at least seven business days prior to the rental date. Deposit policy specific to the CPAC can be found in section 11. B.5. If payment is not received at least seven business days prior to the rental date, the renting group may be denied access to the facility.

10. Cancellation Policy:

- a. Unless stated otherwise, all cancellations of approved requests for facilities must be submitted at least seven business days prior to the event, or a \$25 administrative fee will be charged. Cancellation policy specific to the CPAC can be found in section 11. B.5.
- b. Approved requests may be terminated without the above described notice upon grounds that the facility has been rendered unusable or the activity has been canceled due to an act of God. The Institution may also terminate this Agreement if it becomes aware of any threat to personal or public safety arising from the intended use. In all other events of cancellation of the activity, the User shall pay to the institution all actual costs and/or "out of pocket" expenses incurred by the Institution, including the expenses associated with any ticket refunds. Any deposit being held by the College will be refunded.

11. Additional requirements pertaining to the Clayton Performing Arts Center (the CPAC):

a. Scheduling criteria:

- i. demand for the particular space;
- ii. size of the audience;
- iii. compatibility with other college programming. Factors such as parking, noise level, and interference with regular college programming will be considered;
- iv. amount of time the space is needed;
- v. rehearsal time for non-affiliated entities/individuals in the CPAC may be scheduled on a limited basis at the published rental rate.

b. General requirements:

- i. No food or drinks are allowed in the CPAC at any time. Concessions may be consumed in the lobby area prior to entering the CPAC. If additional cleaning services are determined to be necessary in the lobby, in the CPAC or in adjacent parking lots, charges will be assessed to the renting organization.
- ii. College employees will be assigned to maintain equipment, train workers, order supplies, schedule the CPAC, maintain contracts of usage, monitor usage by all groups, and coordinate the load-in and strike of equipment, lights, and sets for all events.
- c. The group requesting use of the CPAC must meet with the staff of Event Services to determine technical requirements at least one month prior to the date of the scheduled event. If it is determined more technical assistance is required above what is included in the facility rental rate, additional charges will apply. Such determination will be at the sole discretion of the College.
- d. The renting organization will be responsible for the coordination of all shipping and receiving of equipment and materials. Pellissippi State will not

deliver any materials to the CPAC and shipments cannot be accepted by college employees. Storage space is not available in the CPAC or adjoining areas.

- e. Deposit and Cancellation policy specific to the CPAC:

A deposit of 50% of the total rental rate is required for the CPAC. No reservation will be confirmed without a deposit. No event will be “penciled in”. The deposit is the only thing that holds the reservation. There is a non-refundable fee of \$50 for cancellations made more than 30 days prior to the event. If cancellation is between 15 to 29 days prior to the event, \$75 will be non-refundable. If cancellation is less than 15 days prior to the event, there will be NO REFUND.

- f. The renting organization must agree to pay all facility rental invoices within thirty days of invoice date, less any deposits, unless previous arrangements have been made with the Business and Community Services Division. If outstanding balances must be referred for collection, the renting organization shall be responsible for any and all fees incurred by Pellissippi State to collect the debt including, but not limited to, attorneys’ fees. Collection fees may be based on a percentage of a maximum of 33 and 1/3 percent. The delinquent account may be reported to one or more of the national credit bureaus. If an account is under collection status, new rentals by that renting organization will not be approved until all current balances are cleared. Future rentals by a renting organization that has had an account referred to collection will be required to be pre-paid.

III. Miscellaneous:

1. The use and/or possession of alcoholic beverages on university, community college, technical institute, and technology center owned or controlled property is prohibited.
2. The College’s Marketing and Communications Department must review all press releases and advertisements prior to release regarding events scheduled in college facilities to ensure accuracy of the information being provided as it relates to the College.
3. If there are audio/visual needs, the group requesting use of the facility must meet with a representative of Event Services to determine technical requirements at least four weeks prior to the date of the scheduled event. If it is determined more technical assistance is required above what is included in the facility rental rate, additional charges will apply. Such determination is at the sole discretion of the College.
4. If rental is of outdoor spaces and power is needed and available in the area, the group requesting use of the facility must meet with the College’s electrician to determine electrical requirements at least two weeks prior to the date of the scheduled event. Additional installation and electrical usage charges will apply for any additional set-up. Any electrical installation must comply with all applicable codes.
5. Pellissippi State’s food services contract requires that the College’s food services vendor must be provided first right of refusal for all on-campus catering for any campus. Any food service needs must be arranged through the vendor’s catering

- manager at least two weeks prior to the event. All arrangements for catering (including payment terms) will be between the renter and the food services vendor.
6. Proof of insurance will be required for all rentals involving use of the CPAC and outside areas. A minimum \$1million commercial general liability policy will be required. Pellissippi State must be listed as an additional insured on the policy, and proof of coverage must be provided to the Business and Community Services Division at least seven business days prior to the rental. The renting organization agrees to hold harmless the College in any instance involving damage and/or theft. The renting organization will be liable for any damages to the College's facilities and equipment and will be required to reimburse Pellissippi State for all related expenses incurred, including, but not limited to, cost of repair or replacement.
 7. In the event that an affiliated or non-affiliated group wishes to perform or sponsor a performance of copyrighted musical compositions:
 - a. The Applicant certifies that Applicant has obtained all necessary copyright and royalty licenses from ASCAP, BMI, SESAC, any other performing rights organization or the copyright owner for the performance(s) presented under the terms of this agreement.
 - b. The Applicant agrees to indemnify, hold harmless, and defend the Institution and the State of Tennessee from and against any and all claims, demands or suits which may be brought for copyright infringement allegedly arising in the course of the performance(s) presented under the terms of this agreement. Such indemnification shall extend to both criminal and civil actions and shall include any loss, damage, penalty, court costs or attorneys' fees incurred by the Institution.
 - c. The Institution/State shall promptly notify the Applicant of any such claim brought against the state. The settlement or compromise of any claim brought against the state shall be subject to the approval of the appropriate state officials, as required by T.C.A. § 20-13-103.

IV. General Conditions for Use of Property or Facilities

Once an affiliated or non-affiliated individual or entity has permission to use college property or facilities the requirements outlined in this section, as well as all other requirements put forth in this policy and other College policies must be met. Violation of, or failure to comply with, the requirements set forth in this policy or other college policies may result in the immediate revocation of previously granted approval for access/use of campus facilities or property.

1. Building codes, fire codes, and safety standards applicable to a particular facility and/or property must be met.
2. All Pellissippi State and TBR rules and/or policies must be followed.
3. Sound amplification equipment may be used only when prior approval has been given by the appropriate official, taking into account the college mission and the nature of the facility or property requested, location, and time of day.
4. Any rental of college equipment must follow the appropriate college policy and procedure.

5. All individuals and/or entities using college property and/or facilities must agree to indemnify the College and hold it harmless from any and all liabilities arising out of such use of the property and/or facilities, including, but not limited to, personal injury, property damage, court costs and attorneys' fees.
6. All persons operating motor vehicles in conjunction with an approved use/access of campus facilities and/or property shall be subject to college and TBR rules, regulations, policies and procedures regarding traffic and parking.
7. Users of facilities or property and/or their sponsor(s) are responsible for all activities associated with the event.
8. Use of the requested facility and/or property shall be limited to the declared purpose in the application for use/access to campus facilities and/or property.
9. Access to, or use of, campus facilities shall not be permitted overnight unless specifically requested and approved pursuant to the requirements of this policy and/or other applicable college policies. Such use shall be limited to the specific time and location set forth in the notice of approval/registration document.
10. All persons on campus in conjunction with an approved application for use/access shall provide adequate identification upon request to appropriate officials and security personnel of the institution. Persons or groups who refuse to provide such identification may be subject to immediate removal from campus and/or disciplinary action. In appropriate circumstances, such persons may become subject to arrest and/or prosecution.
11. Pellissippi State shall have the right to terminate the use of campus facilities or property by any group, organization or individual which violates any provision of this policy, college policy, local, state, or federal law or regulation.

V. Denial of the Use of Facilities

Pellissippi State may deny affiliated entities or individuals or non-affiliated entities or individuals the use of college facilities, including unassigned areas, for any one of the following reasons:

1. The property or facilities have been previously reserved by another group, organization or individual with equal or higher priority.
2. Frequency of previous use during an academic period in comparison to that of a contemporaneous applicant.
3. Use of the property or facilities requested would be impractical due to scheduled usage prior to or following the requested use, or due to other extenuating circumstances.
4. The applicant or sponsor of the activity has not provided accurate or complete information required on the application for registration.
5. The applicant or sponsor of the activity has been responsible for violation of college or TBR policy during a previously registered use of campus property or facilities.
6. The applicant has previously violated any conditions or assurances specified in a previous registration application.
7. The facility or property requested has not been designated as available for use for the time/date.

8. The anticipated size or attendance for the event will exceed building/fire codes, established safety standards, and/or the physical or other limitations for the facility or property requested.
9. The activity is of such nature or duration that it cannot reasonably be accommodated in the particular facility or area for which application is made.
10. A determination that the size and/or location of the requested use would cause substantial disruption or interference with the normal activities of the institution, the educational use of other facilities or services on campus or the flow of vehicular or pedestrian traffic.
11. The activity conflicts with existing contractual obligations of the institution.
12. The activity presents a clear and present danger for physical harm, coercion, intimidation, or other invasion of lawful rights of the institution's officials, faculty members, or students; for the damage or destruction, or seizure and subversion, of the institution's or school's buildings or other property; or for other campus disorder of a violent or destructive nature. In determining the existence of a clear and present danger, the responsible official may consider all relevant factors.
13. A determination that the requested use would be contrary to local, state, or federal law, regulation, or the policies or regulations of the TBR or the institution.
14. The College cannot accommodate the activity within the requested timeframe.

Recommended: President's Council, June 25, 2012

Approved: President L. Anthony Wise, Jr., June 25, 2012

Reviewed/Recommended: President's Council, Nov. 20, 2017

Approved: President L. Anthony Wise, Jr., Nov. 20, 2017

Pellissippi State Community College Proposed Facility Rental Rates

Facility Type	Facility Rental Rates		State Agency & Non-Profit Rates	
	Per Hour	Per Day	Per Hour	Per Day
Classrooms: < 30 seats > 30 seats	\$25 \$30	\$100 \$150	\$12.50 (2 hr. min.) \$15.00 (2 hr. min.)	\$50 \$75
Auditoriums: < 4 hours > 4 hours Blount County (101) Hardin Valley (148) (Price includes up to 4 or 8 hrs. of technician time; additional time will be charged at published rate). (+ cleaning fee on weekends & holidays after event- \$160)		\$450 \$500		\$225 \$250
Computer Lab: 15 stations < 4 hours > 4 hours	\$100	\$300 \$500	\$50	\$150 \$250
Computer Lab: 16+ stations < 4 hours > 4 hours	\$200	\$400 \$750	\$100	\$200 \$375
Conference Room (8-15) < 4 hours > 4 hours		\$50 \$100		\$25 \$50
Faculty/Staff Dining Room (30) (available nights & weekends only) (+ cleaning fee on weekends & holidays: \$25/hour-4 hr.min.)	\$30	\$200	\$15 (2 hr. min.)	\$100
Cafeteria Annex (72) (+ cleaning fee on weekends & holidays: \$25/hour-4 hr.min.)	\$50	\$350	\$25 (2 hr. min.)	\$175
Cafeteria (200) (available nights & weekends only) (+ cleaning fee on weekends & holidays: \$25/hour-4 hr.min.)		\$200		\$100
Student Recreation Center: (99) (Cleaning and staff fees will be incurred)				
Recreation Use < 4 hours > 4 hours		\$300 \$500		\$150 \$250
Exhibition Use < 4 hours > 4 hours		\$400 \$650		\$200 \$325
Assembly Use < 4 hours > 4 hours		\$500 \$900		\$250 \$450
Outdoor Tennis Courts (per court)	\$50		\$25	
Softball Fields (available weekdays only)	\$50		\$25	
Executive Seminar Room (34) < 4 hours > 4 hours		\$300 \$500		\$150 \$250

**Pellissippi State Community College
Proposed Facility Rental Rates**

Clayton Performing Arts Center: Performances (495) (Price includes up to 4 or 8 hrs. of technician time) College reserves the right to require additional tech hrs. (+ cleaning fee on performance dates - \$160)		\$1570/day Performance Days \$1099/day Rehearsal & Load-in Days	\$750/day Performance Days \$525/day Rehearsal & Load-in Days	
Clayton Performing Arts Center: Meetings (495) < 4 hours > 4 hours (Price includes up to 4 or 8 hours of technician time) College reserves the right to require additional tech hrs. (+ cleaning fee on meeting dates - \$160)		\$950 \$1,500		Same rate as performances
College Center (+ set up fee & cleaning fees)	< 4 hours > 4 hours	\$350 \$650		\$175 \$325
Grounds: Hardin Valley-Field/Pond Area Blount County-Amphitheater Area (+ any applicable cleaning, technical, electrical & security fees)		\$300		\$150
Parking Lots (+ cleaning & security fees: \$25/hour-4 hr. min.)		\$300		\$150

EQUIPMENT RENTAL RATES

Portable Sound System	\$75/day
Tables	\$5/day (each)
Folding Chairs	\$1/day (each)
Piano (includes tuning and subject to Music Dept. approval)	\$200/event
Large Screen Television	\$50/day
Portable Stage (12' x 16')	\$200/day

LABOR RATES

Student Recreation Center Staff	\$20/hour (four hour min.)
Additional Production/Technical Personnel	\$50/hour (four hour min.)
Custodian for Clayton Performing Arts Center	\$160/date
Custodian for Goins Building Auditorium	\$160/date
Custodian for All Other Locations	\$25/hour (four hour minimum)
Security Guard (rate is for each guard contracted)	\$25/hour (four hour minimum)

**Pellissippi State Community College
Proposed Facility Rental Rates**

VIDEO RATES	
Package: 2 videographers, all equipment, 1 unedited DVD or digital file	\$75/hour (four hour minimum)
UTILITIES	
Cooling **	\$26/hour *
Heating ***	\$11/hour *

UTILITY SEASONS:

Cooling/heating equipment on 2 hours prior to event if college is not open for students (hourly rate applies).

Cooling season: April 1-November 30 / *Heating season: December 1-March 31

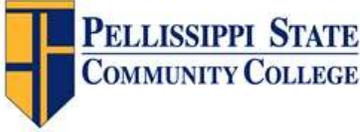
Business & Community Services

10915 Hardin Valley Road

P.O. Box 22990

Knoxville, TN 37933-0990

Office: (865) 694-6665 Fax; (865) 694-6583



FACILITY USAGE APPLICATION

Applicants complete Part I and read Parts II and III. Submit completed application to Business and Community Services

I. INSTITUTION APPROVAL IS CONTINGENT ON THE APPLICANT'S SUCCESSFUL COMPLETION OF ALL FINANCIAL AND/OR INSURANCE OBLIGATIONS AS MAY BE REQUIRED BY THE INSTITUTION.

Please type or print:

Name of Organization/Individual: _____ Contact Person: _____

Mailing Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____ Email Address: _____

Is the billing address the same as above? If not, please indicate where invoices should be sent:

Name: _____ Phone: _____ Email Address: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Please fill in completely:

Non-Profit Organization (Proof required) For-Profit Business or Organization Governmental Agency Other: _____

Location Requested: Clayton Performing Arts Center (CPAC) (AL160) Goins Building Auditorium (GN136) Other Location Building & room number (if known): _____

Number of people expected: _____

Admission/registration fee ?

(Accommodation cannot be guaranteed for a larger number than anticipated) No Yes: Amount: \$ _____

Date(s) Requested: _____ Time Requested (from/to): (daily beginning & ending times) Date and Time of Performance/s: (if applicable)

Detailed Description of Activity (indicate name and general topic if a speaker): _____

**** Copies of marketing materials need to be provided to the College's Marketing department prior to advertising the event! ****

Please list any special needs below:

Food Service: Pellissippi State's food services contract requires all on-campus catering be provided by the college's food service vendor. Contact the Cafeteria Manager at 694-6615 to discuss catering needs.

Room Setup (Check all that apply): Tables: _____ How many? / Chairs: _____ How many? / Podium: _____ / Other: _____

Audio/Visual: Arrangements will be made through Event Services. Contact information will be given when reservation is confirmed.

Safety and Security: Determination of security and insurance requirements will be solely at the discretion of the Institution.

OTHER: _____

FOR INSTITUTION USE ONLY:

APPROVED DENIED

Date: _____

Comments: _____

By: _____

Charges: _____

Facility: _____

Custodial: _____

Security: _____

Technician: _____

Equipment: _____

Utilities: _____

Total Charges: \$ _____

Deposit Due: \$ _____

Balance after Dep.: \$ _____

Date Dep. Paid: _____

Payments Made on Account: _____

Date: _____ Amount: \$ _____

FACILITY USAGE APPLICATION

APPLICANT CERTIFICATIONS AND AGREEMENT TO TERMS OF USE:

(Please read carefully and sign. Application will not be considered if this section is not completed.)

On behalf of the applicant, I acknowledge by signing below that the Institution has made a copy of Tennessee Board of Regents (TRB) Policy No. 1:03:02:50, TBR Policy No.1:03:02:10 and TBR Guideline B-026 and Pellissippi State Community College (PSCC) Policy No. 08:03:00 and PSCC Policy No. 08:13:01 and PSCC Policy No. 08:13: 06 available for review. Applicant understands that submittal of this application shall constitute agreement by applicant to the following conditions, in addition to the conditions described in those policies:

- 1) The intended use of the Institution property and facilities by applicant does not violate, and actual use will not violate, the provisions of the Tennessee Board of Regents Policy on Use of Campus Property and Facilities or any policies or regulations of the Institution, or any federal, state, or local law or regulation.
- 2) Any use of college property and facilities pursuant to this application that is contrary to such policies, laws, or regulations or that is inconsistent with the activity as described in this application constitutes grounds for the institution to remove the activity from college property.
- 3) Applicant agrees to indemnify the institution and hold it harmless from liabilities arising out of applicant's use of institution property and/or facilities, including but not limited to personal injury, property damage, court costs or attorney fees.

I hereby acknowledge that I have read the Applicant Certifications and referenced policies, and agree to abide by these requirements.

Name of Applicant

By: _____ Date: _____

Please mail or fax the completed form to:

Business & Community Services
10915 Hardin Valley Road
P.O. Box 22990
Knoxville, TN 37933-0990
Phone: (865) 694-6665 Fax: (865) 694-6583

Reservations for use of facilities are confirmed when the applicant receives notification from PELLISSIPPI STATE COMMUNITY COLLEGE authorizing the request. Due to the high demand for rooms, we will not confirm, pencil-in, or otherwise reserve space for non-affiliated groups by phone or verbal agreement. If there is any question as to the approval of your application, or if confirmation has not yet been received, please contact Business & Community Services and ask to speak with the staff member that coordinates facility rentals.