



## **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) and the Bagwell Center for Media and Art Gallery (the Gallery) 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 or are not of a profit making nature.
  - 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. The Bagwell Center for Media and Art Gallery (the Gallery) may be reserved between 7:30 a.m. and 10:00 p.m. The Gallery can be reserved for art exhibitions that may be displayed for up to two weeks.
  - c. 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 for such products and services (at the rates listed) as, but not limited to, the following:
  - a. room 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. Requests for use of the facilities may be reviewed by the Performing Arts Committee, and recommendations regarding use of the facility will be made to the executive director, Economic and Workforce Development, who is the approving authority.

c. Use of the Clayton Performing Arts Center (CPAC) and the Gallery in the Bagwell building by college departments must be scheduled through the Business and Community Services Division.

d. 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.

e. 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/Gallery can be found in section 12.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:

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 and the Gallery can be found in section 12.B.5.

#### 11. Miscellaneous:

a. The use and/or possession of alcoholic beverages on university, community college, technical institute, and technology center owned or controlled property is prohibited.

b. 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.

c. If there are audio/visual needs, the group requesting use of the facility must meet with a representative of Educational Technology Services to determine technical requirements at least two 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.

d. 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. Working with the College's electrician is mandatory for all stage rentals requiring electrical set-up of more than a 110-volt receptacle. Additional installation and electrical usage charges will apply for any additional set-up. Any electrical installation must comply with all applicable codes.

e. Pellissippi State's food services contract requires that all on-campus catering for the Hardin Valley Campus be provided by the College's food services vendor. 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.

f. Proof of insurance will be required for all rentals involving use of the CPAC, the Gallery 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.

12. Additional requirements pertaining to the Clayton Performing Arts Center (the CPAC) and the Bagwell Center for Media and Art (the Gallery):

A. Scheduling criteria:

1. Regularly scheduled classes will not use the CPAC as a classroom. Musical and theatre performance laboratories can be scheduled in the facility if it is available. Reservations must be made through the Business and Community Services Division. Requests will generally be considered no earlier than 365 calendar days before the scheduled event.

2. The Gallery may be used for exhibits, and film screenings. Regularly scheduled classes will not be allowed to use the Gallery as a classroom. College departments have first priority in reserving the Gallery. Non-college affiliated exhibitions can be scheduled in the facility if it is available. Reservations must be made through the Business and

Community Services Division. Requests will generally be considered no earlier than 365 calendar days before the scheduled event.

3. Other criteria that may be used for scheduling the CPAC/the Gallery:

a. demand for the particular space;

b. size of the audience;

c. compatibility with other college programming. Factors such as parking, noise level, and interference with regular college programming will be considered;

d. amount of time the space is needed.

4. 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:

1. No food or drinks are allowed in the CPAC/the Gallery at any time. Concessions may be consumed in the lobby area prior to entering the CPAC/the Gallery. If additional cleaning services are determined to be necessary in the lobby, in the CPAC, in the Gallery or in adjacent parking lots, charges will be assessed to the renting organization.

2. College employees will be assigned to maintain equipment, train workers, order supplies, schedule the CPAC/the Gallery, maintain contracts of usage, monitor usage by all groups, and coordinate the load-in and strike of equipment, lights, and sets for all events.

3. The group requesting use of the CPAC must meet with the manager of Technical Operations 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. A representative from the renting organization requesting use of the Gallery is required to schedule an appointment to meet with the program coordinator from the college's Art Department at least one month before the event.

4. The renting organization will be responsible for the coordination of all shipping and receiving of equipment and materials. Mississippi State will not deliver any materials to the CPAC/the Gallery, and shipments cannot be accepted by college employees. Storage space is not available in the CPAC/the Gallery or adjoining areas.

5. Deposit and Cancellation policy specific to the CPAC/the Gallery:

**A deposit of 50% of the total rental rate is required for either the CPAC or the Gallery.** No reservation will be confirmed without a deposit. 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.

6. 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 costs incurred by Pellissippi State to collect the debt including, but not limited to, attorneys' fees. 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.

7. Insurance requirements specific to the Gallery:

The renting organization is required to obtain, and maintain for the entire rental period, a full-coverage insurance policy equal to the monetary value of the contents of the exhibit, with Pellissippi State listed as an additional insured. Proof of coverage must be provided to the Business and Community Services Division at least five business days prior to the rental. The renting organization shall hold the College harmless and indemnify it from any loss or damages arising from the organization's usage of the facility.

8. Staffing requirements specific to the Gallery:

If the Gallery is rented for the installation of an exhibition by the renting organization, the provision of guides, lecturers, docents, or other personnel necessary to the exhibition will be the sole responsibility of the renting organization. The College is to be reimbursed for any costs incurred to maintain the safety, security, and integrity of any exhibit item, and all such costs will be invoiced to the renting organization.

9. Installation/De-installation requirements specific to the Gallery:

The renting organization must submit with the application a written description detailing the hanging, mounting, and display systems intended for the exhibition for review by the Performing Arts Committee. Plan must be appropriate to the facility design as provided by the College. The renting organization is responsible for all hangers, mounts, pedestals, display boards, tools, signage, etc. that are required for installation and subsequent removal of same, at de-installation. The renting organization assumes liability for all costs to repair any damage to the College's facility or equipment resulting from the installation or de-installation.

### **III. 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, including unassigned areas, the requirements outlined in this section, as well as all other requirements put forth in this policy, 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 Mississippi 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. College equipment is not permitted to be used in the unassigned areas.
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. Mississippi 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.

#### **IV. 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 activity is of a non-charitable, profit-making nature.
15. 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



**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
<b>Classrooms:</b> < 30 seats > 30 seats	\$25 \$30	\$100 \$150	\$12.50 (2 hr. min.) \$15.00 (2 hr. min.)	\$50 \$75
<b>Auditorium:</b> Hardin Valley (148) Blount County (101) (Price includes use of 1 technician) (+ cleaning fee on weekends & holidays - \$75)	< 4 hours > 4 hours \$65 (1 hour) Set-up or prep only!	\$250 \$300	\$40 (1 hour) Set-up or prep only!	\$125 \$150
<b>Computer Lab:</b> 15 stations	< 4 hours > 4 hours \$100	\$300 \$500	\$50	\$150 \$250
<b>Computer Lab:</b> 16+ stations	< 4 hours > 4 hours \$200	\$400 \$750	\$100	\$200 \$375
<b>Conference Room (8-15)</b>	< 4 hours > 4 hours	\$50 \$100		\$25 \$50
<b>Faculty/Staff Dining Room (30)</b> (available nights & weekends only) (+ cleaning fee on weekends & holidays: \$20/hour-4 hr.min.)	\$30	\$100	\$15 (2 hr. min.)	\$50
<b>Cafeteria Annex (72)</b> (+ cleaning fee on weekends & holidays: \$20/hour-4 hr.min.)	\$50	\$150	\$25 (2 hr. min.)	\$75
<b>Cafeteria (200)</b> (available nights & weekends only) (+ cleaning fee on weekends & holidays: \$20/hour-4 hr.min.)		\$200		\$100
<b>Student Recreation Center: (99)</b> (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
<b>Outdoor Tennis Courts (per court)</b>	\$50		\$25	
<b>Softball Fields (available weekdays only)</b>	\$50		\$25	
<b>Executive Seminar Room (34)</b>	< 4 hours > 4 hours	\$300 \$500		\$150 \$250
<b>Interactive Distance Learning Room</b> (Price does not include technician fee: \$30/hour-4 hr. min.)		\$500		\$250
<b>Clayton Performing Arts Center: Performances (495)</b> (Price includes use of 1 technician) (+ cleaning fee on performance dates - \$140) (There is a \$75 fee if the grand piano is used)		\$1250/day Performance Days \$500/day Rehearsal & Load-in Days	\$500/day Performance Days \$250/day Rehearsal & Load-in Days	
<b>Clayton Performing Arts Center: Meetings (495)</b> (Price includes use of 1 technician) (+ cleaning fee on meeting dates - \$140)	< 4 hours > 4 hours	\$700 \$1,250		Same rate as performances
<b>College Center</b>	< 4 hours > 4 hours	\$350 \$650		\$175 \$325
<b>Grounds:</b> Hardin Valley-Field/Stage Area Blount County-Amphitheater Area (+ any applicable cleaning, technical, electrical & security fees)		\$300		\$150
<b>Parking Lots</b> (+ cleaning & security fees: \$20/hour-4 hr. min.)		\$300		\$150

**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
<b>Piano Rooms</b> (There will be a \$75 tuning fee if pianos are moved)		\$60		\$30
<b>TV Studio</b> (Technician fees will be incurred: \$30/hour-4 hr. min.)		\$500		\$250

<b>EQUIPMENT RENTAL RATES</b>	
Portable Sound System	\$75/day
6' Tables (20 or fewer per event)	\$5/day (each)
Folding Chairs (100 or fewer per event)	\$1/day (each)
Piano (includes tuning)	\$75/event
32" Television	\$50/day
Portable Stage (12' x 16')	\$200/day
<b>LABOR RATES</b>	
Student Recreation Center Staff	\$20/hour (four hour minimum)
Additional Production/Technical Personnel	\$30/hour (four hour minimum)
Custodian for Clayton Performing Arts Center	\$140/day
Custodian for Goins Building Auditorium	\$75/day
Custodian for All Other Locations	\$20/hour (four hour minimum)
Security Guard (rate is for each guard contracted)	\$20/hour (four hour minimum)
Electrician Rates (applies to campus grounds) ( <u>mandatory</u> for all rentals requiring electrical set-up of more than a 110 connection at the box)	<u>Weekdays:</u> \$20/hour set-up and break-down fees (4 hour minimum)  <u>After-hours &amp; w/ends:</u> \$40/hour set-up and break-down fees (4 hour minimum)
<b>VIDEO RATES</b>	
Equipment Rental (does not include price of technician)	\$25/hour (four hour minimum)
Package: 1 videographer and 1 unedited DVD	\$50/hour (four hour minimum)
<b>TELECONFERENCING</b>	
C or KU band downlink to Auditorium with production personnel (does not include cost of room)	\$50/hour
<b>UTILITIES</b>	
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

\* The minimum charge will be \$25

Updated 2/2/12: lmv

# FACILITY USAGE APPLICATION

Applicants complete Part I and read Parts II and III. Submit completed application to [INSERT OFFICE].

**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)     Bagwell Art/Media Gallery (BA142)     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: \$ \_\_\_\_\_

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

**Detailed Description of Activity** (indicate name and general topic if a speaker): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**\*\* Copies of marketing materials need to be provided to [INSERT OFFICE] prior to advertising the event! \*\***

**Please list any special needs below:**

- Food Service:** [INSERT IF YOUR FOOD SERVICE CONTRACT REQUIRES ALL CATERING THROUGH YOUR VENDOR]
- Room Setup** (Check all that apply): **Tables:** \_\_\_\_ How many? \_\_\_\_ / **Chairs:** \_\_\_\_ How many? \_\_\_\_ / **Podium:** \_\_\_\_ / **Other:** \_\_\_\_\_
- Audio/Visual:** Arrangements will be made through the Media Center. 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 [INSERT APPLICABLE TBR AND INSTITUTION POLICY NUMBERS] 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: \_\_\_\_\_

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Please mail or fax the completed form to:

**[INSERT ADDRESS, FAX AND PHONE NUMBERS]**

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Reservations for use of facilities are confirmed when the applicant receives notification from [INSERT NAME OF INSTITUTION] 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 the [INSERT NAME OF OFFICE] and ask to speak with the staff member that coordinates facility rentals

**FACILITIES USE AGREEMENT**  
**Pellissippi State Community College**

This Facilities Use Agreement is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), between the (INSERT NAME OF INSTITUTION) ("Institution") and \_\_\_\_\_ ("User") for the use by User of certain space or facilities owned by Institution.

**1. Space.** Subject to the terms of this Agreement, Institution agrees that User may use the following Space or Space and equipment at the Institution:

(INSERT DESCRIPTION OF SPACE AND EQUIPMENT TO BE USED, e.g., Classroom 150 in Painter Hall)

**2. Permitted Use.** User may use the Space for the following, and for no other purpose:

(INSERT DESCRIPTION OF USE ALLOWED, e.g., User may use the Space to conduct non-credit classes in genealogy.)

**3. Term.** User may use the Space on the following dates and during the following hours:

(INSERT DATES AND TIMES OF USE, e.g., Each Monday and Wednesday, between January 1, 2012 through May 30, 2012, from 6:00 p.m. to 8:00 p.m., except for those dates during that time period that are official Institution Holidays.

**4. Compliance with Laws, Policies and Regulations.** When using the Space, User agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Space. User acknowledges that it has been provided with copies of the Institution's pertinent policies and regulations.

User agrees to take good care of the Space and to maintain the space in as good order and condition as it was prior to User's use.

User agrees not to use or allow the Space to be used for any unlawful purpose. User agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by or for the benefit of the Institution.

**5. Rental Fee.** User agrees to pay Institution a use fee of \$\_\_\_\_\_ per \_\_\_\_ (e.g. month, year, week) whether or not User actually uses the space. The first installment shall be payable in advance on or before the Effective Date. All subsequent payments shall be payable in advance on or before \_\_\_\_ (e.g. first of the month). User also shall pay when due all taxes, if any, levied or assessed against Institution by reason of this Agreement or User's use of the space

(other than Institution's income taxes). All payments must be made to Institution) and sent to the address indicated in this Agreement.

**6. Insurance.** User, at its expense, agrees to procure and maintain during the term a policy of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000), single limit, against claims for bodily injury, death and property damage occurring in connection with User's use of the Space. This insurance must name the Tennessee Board of Regents, Institution and the State of Tennessee as additional insureds. User must provide Institution with a certificate evidencing this insurance coverage no later than ten days prior to User's use of the Space.

**7. Liability.** User agrees to conduct its activities in the Space in a careful and safe manner. As a material part of the consideration to Institution, User agrees to assume all risk of damage to and loss or theft of User's property while at Institution, damage to the Space, and injury or death to persons related to User's use or occupancy of the Space in, upon, or about the Space from any cause, and User waives all claims against Institution. User further agrees to indemnify and hold harmless Institution, the Tennessee Board of Regents, the State of Tennessee and their officers, regents, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) User's use or occupancy of the Space, or any activity or thing done, performed or suffered by User, its agents, its employees, Users, invitees or persons attending or participating in User's activities in or about the Space; or (ii) any loss, injury, death or damage to persons or the Space on or about the Space by reason of any act, omission or negligence of User, or any of its agents, its contractors, its employees, licensees, or invitees; or (iii) any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement. User's indemnity obligations will not extend to any liability to the extent it is caused by the negligence of Institution or its agents or employees.

**8. Environmental Regulations.** User will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by User, User's agents, employees, contractors, invitees, subtenants, concessionaires or Users without first obtaining Institution's written consent, which Institution may give or withhold in its sole discretion, or revoke at any time. If Institution consents, all Hazardous Substances must be handled at User's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User breaches these obligations, or if the presence of Hazardous Substances on, in or about the Space caused or permitted by User results in contamination of any part of the Space, or if contamination by Hazardous Substances otherwise occurs in a manner for which User is legally liable, then User will indemnify and hold harmless Institution, the Tennessee Board of Regents, and the State of Tennessee from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including, without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination

of this Agreement as a result of any breach or contamination. Without limitation, if User causes or permits the presence of any Hazardous Substance on, in or about the Space and this results in contamination of any part of the Space, User will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, User shall first obtain Institution's approval for any such remedial action. "Hazardous Substance" means any substance regulated by any local government, the State of Tennessee or the United States government. "Hazardous Substance" includes any material or substances which are defined as "hazardous material," "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

**9. Assignment and Subletting.** User does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of Institution, which consent may be granted or withheld in Institution's sole discretion.

**10. Default.** If User fails to pay any fee or other sum required to be paid by User when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Institution, whether at law or in equity, Institution may immediately terminate this Agreement and all rights of User.

**11. Interpretation.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Tennessee, the courts of which state shall have jurisdiction over its subject matter.

**12. Relationship.** Neither User nor any personnel of User will for any purpose be considered employees or agents of Institution. User assumes full responsibility for the actions of User's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

**13. Authority.** The individual signing below on behalf of User hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of User and that this Agreement is binding upon User in accordance with its terms.

**14. Non-Discrimination.** The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

**15. Conflicts of Interest.** The User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the User in connection with work contemplated or performed relative to this Agreement.

**16. Claims Against the Institution.** Any and all monetary claims against the Institution, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

**17. Copyrights.** If music is to be performed in conjunction with the use of the Space, the parties agree to abide by the following copyright and performance provisions:

A. the User hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, BMI, SESAC and any other performing rights organization or the copyright owner for the performance to be presented under the terms of this Agreement.

B. the User agrees to provide the Institution the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.

C. the User 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 presented under the terms of this Agreement. Such indemnification shall extend to both criminal and civil actions and shall include any and all loss, damage, penalty, court costs or attorneys' fees incurred by the Institution as a result of such infringement.

D. the Institution shall promptly notify the User of any such claim brought against the Institution or the State of Tennessee. The settlement or compromise of any claim brought against the Institution or the state shall be subject to the approval of the appropriate state officials, as required by T.C.A. Section 20-13-103.

**16. Term.** The term of this Agreement will begin on the Effective Date and end on \_\_\_\_\_, 20\_\_, at which time User's right to use the Space under his Agreement will automatically expire. This Agreement may be terminated earlier by either party upon ten (10) days prior written notice to the other party.



**(NAME OF INSTITUTION)**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**(NAME OF USER)**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address**

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