6.3 FACILITIES USE

FACILITIES USE

POLICY

Brunswick Community College (BCC) welcomes organizations and individuals, hereinafter referred to as, User, to apply to use the College facilities for meetings and/or activities. The purpose of this policy is to provide guidelines specifically for the use of, but not limited to, the Virginia Williamson Event Center, the Odell Williamson Auditorium, the Dinah E. Gore Fitness & Aquatics Center, The BCC Student Activity Center, the Leland Center, and the Southport Center, hereinafter, referred to as the facilities. This policy establishes the procedures to (1) apply for use of facilities; (2) provide for their proper care; and (3) ensure that the User's activities do not conflict with the College's purposes and activities or with local ordinances, state or federal laws, and policies adopted by the BCC Board of Trustees.

The first priority for reserving the facilities will be given to the College. Charges or fees may be assessed for use of facilities dependent on the activity classification. Rental fees vary according to the nonprofit, individual and for-profit status of the User. Required availability and supervision of an event manager, technical services for use of sound and lighting equipment, and other services including security and custodial services for post event cleanup will be charged at specified rates. To preserve and protect the technical equipment, facility-provided management and technical personnel are required to be present for all private/public rentals and performance related events.

BCC does not discriminate on the basis of race, sex, color, religious affiliation, age, or national origin. Groups or organizations using the facilities may not deny admission to their activities based upon race, sex, color, religious affiliation, age, or national origin. Approval to use the College facilities is not an endorsement by BCC of the User's organization or group.

PROCEDURES

- 1. Reservations for facility use shall be by contract/written agreement only and shall be granted on a first-come, first-served basis subject to availability of requested date. BCC reserves the right to deny rental to any person or group which, in the opinion of BCC, would be detrimental to the safety of the facility or reflect negatively on BCC. The College president or his/her designee reserves the right to waive or reduce fees at his/her discretion.
- 2. No space/date shall be held as a confirmed reservation until a non-refundable deposit of the base rental fee (see rental use fee schedule) is paid as applicable to the requested facility. Any unpaid balance must be paid in full prior to the day of the event. Payments not received by this deadline may result in cancellation of the rental. Any additional charges incurred during or as a result of the event shall be paid within seven (7) days following the event.
- 3. All cancellations must be reported in writing immediately to the appropriate facility designee. If notice of cancellation is given more than seven (7) days in advance, a refund will be given minus the non-refundable deposit. If the event is cancelled within seven days of the event, no



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refund will be given, except if the cancellation is due to a natural disaster or an act of God. Fee Exempt groups are advised to notify the appropriate facility designee of cancellations in a timely manner to prevent denial of future use of BCC facilities. If the College is closed due to inclement weather, any and all rentals are cancelled and rental fees including deposit will be refunded.

- 4. Rental of BCC facilities on holidays will be assessed at a premium rate. (Martin Luther King, Easter, July 4, Labor Day, Thanksgiving, Christmas, New Year's Eve and New Year's Day)
- 5. Contracts must contain a legal signature of an adult (21 years & older). The person signing the contract must be in attendance throughout the entire function being held in the requested facility. The person signing the contract is legally responsible for making sure all procedures are followed. It shall be the responsibility of all Users to properly care for the facility and its contents. Users are responsible for any and all damages to the facility caused as a result of his/her event or his/her guests.
- 6. A reservation agreement with a User may not be transferred or assigned to any other person or group without the approval of the appropriate facility designee.
- 7. Copyright: User will assume all cost, liabilities and claims that arise from the use of patented, trademarked, franchised, or copyright music, materials, devices, processes or dramatic rights used in or incorporated in the scheduled event. The User agrees to indemnify and hold harmless BCC from any claims or costs, including legal fees, which might arise from questions of use of any material described above.
- 8. Users and their guests must at all times conduct their activities with full regard to public safety and shall at all times abide by directives of the staff of BCC, their representative or any other duly authorized governmental official responsible for public safety.
- 9. All exit doors must remain operable and no part of any hallway, corridor or exit within or outside of the facility may be used in a way that obstructs its use as an exit.
- 10. BCC has designated parking spaces. Large events will require BCC Police Officers to assist with parking for safety of the guests. No vehicles are to be parked in an area that is not designated as a parking space unless instructed by BCC Police Officers. Parking in close proximity to a BCC facility entrance (front or back) will be permitted only for loading and unloading. Applicable fees for BCC Police Officers will be assessed to the User.
- 11. Insurance: The organization/individual renting the facility MUST provide a certificate of liability insurance of at least one million dollars (\$1,000,000) and will name the User, the College, specifically BCC and the specified facility being used as an additional insured. In addition the User will provide BCC proof of at least a two million dollar (\$2,000,000) liability umbrella policy in the name of the User. The insurance coverage must coincide with the User's



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contracted event date(s). If the User fails to provide evidence of insurance coverage prior to the scheduled event, BCC may cancel the event and the User will forfeit all rights to the refund of any monies paid to BCC. The organization / individual will assume all liability and will execute a hold harmless agreement in favor of the College.

- 12. Indemnity: The User agrees to defend, indemnify and save harmless BCC, its staff, technicians, custodians, officers, employees, representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of any kind including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnities as a direct or indirect consequence of injury, sickness or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action that arises out of, resulting from, or which would not have occurred or existed except due to this agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims damages, losses, costs and expenses caused, or alleged to have been caused, by negligence or any other acts of indemnity.
- 13. The User understands and agrees that BCC does not relinquish the right to control the management of facilities. BCC retains the right to enforce all necessary laws, rules and regulations. All BCC authorized personnel may enter the facilities being used and all the premises at any time, during any event without restriction whatsoever. All facilities including the space which is being used and all parking areas will be, at all times, under the control of BCC.
- 14. The BCC campus including all facilities is tobacco-free. Users of all facilities must follow BCC Policy 1.7 Tobacco-Free College found on the College website in the Policy Manual under Administration.
- 15. Approved service for alcohol is restricted only to events held at the Odell Williamson Auditorium Lobby, Virginia Williamson Event Center, Dinah E. Gore Fitness and Aquatics Center, BCC Student Activity Center, Leland Center and the Southport Center, in adherence with the BCC Regulation of Alcohol Service Policy. No brown bagging permitted. (PLEASE READ ALCOHOL POLICY CAREFULLY)
- 16. Pursuant to the North Carolina General Statue NO firearms or handguns concealed or otherwise are allowed within or on the grounds of BCC.
- 17. Access to the facility is only allowed on the day of the event. No access is permitted to the facilities prior to or after an event without advance permission of the appropriate facility designee.



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- 18. Custodial personnel will be required for all events and the applicable fees will be assessed to the User. The appropriate facility designee will determine the number of custodial personnel needed for an event and the minimum number of hours required.
- 19. BCC Police will be required for ALL events serving alcohol and for any other events as deemed necessary by the appropriate facility designee. It will be the final decision of the BCC Chief of Police to determine the number of officers for events. Applicable fees for security will be assessed to the User.
- 20. BCC copy machines are primarily for College business use. Emergency copies made while at the College, must be arranged with the appropriate facility designee. A cost of ten cents per copy will be assessed to the User. Other arrangements must be made for an excessive amount of copies.
- 21. BCC does not provide storage. All items and decorations must be removed at the conclusion of each event. BCC staff will dispose of any items left from events and a service charge will be applied for such removal. BCC or its staff assumes no responsibility for the property of any User while located in the facilities or on the grounds.
- 22. Promotional Signage Users are advised that Brunswick County has very strict sign ordinances. It is imperative that all pertinent ordinances are strictly obeyed as they pertain to highway entrances and highway right-of-ways. Any fines that result from illegal signage placed by the User will be the financial responsibility of the User. The use of all temporary signs or banners must be discussed and approved by the appropriate facility designee and the User must obtain a temporary use permit if required by Brunswick County.
- 23. The use of nails, screws, hooks, tacks or tape on any wall, floors, windows or doors is strictly prohibited.
- 24. The use of confetti, glitter, bubbles, birdseed, silly string and the like are strongly discouraged and may cause the User to incur additional cleaning charges. Any damage to facilities (*walls, carpet, furniture, etc.*) due to the use of such items is the responsibility of the User.
- 25. Pets are not allowed on campus, with the exception of service animals (seeing-eye, drug enforcement, etc.)
- 26. Users and their guests shall not enter any area of facilities not covered by the Users' agreement.
- 27. The removal of tables, chairs or other equipment from the facilities is not permitted. Removal of furniture from a lobby or seating area is not permitted. No tables and/or chairs are available for loan for off campus functions.
- 28. Standing on chairs, tables, bar, and lobby furniture is strictly prohibited.



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- 29. Event Manager(s) are required to be onsite for all events held in BCC facilities. Event Managers are onsite to provide access to the facility and are available to assist in making events successful. It is not the responsibility of the Event Manager to reset tables/chairs or to provide post event cleanup services. Please inform Event Manager on duty of any requests or needs that might arise or in the event of an emergency.
- 30. All events must be staffed with the appropriate and required employee according to the type of event. Staffing includes: Event Manager, Lighting Technician, Sound Technician, Police and Custodians which will require a minimum number of hours as applicable to specific facility. User will be assessed all charges for labor, equipment, etc. associated with the set-up, teardown, and running of the event. The rates for these fees will be included on a schedule attached to the contract for the specific requested facility.
- 31. While BCC does not require User to utilize preferred vendors, outside vendors must be approved by appropriate facility designee prior to event.
- 32. Operation, repair or service of audio-visual, sound, lighting and any other equipment brought into the facilities by the User is the sole responsibility of User.
- 33. Destruction or defacing of restroom stalls, stall doors, soap dispensers or paper towel holders will result in additional charges for repairs or replacement.
- 34. The Catering Kitchen and/or Bar area utilized by Users or a User's caterer is subject to the Catering Kitchen & Bar Area Use Guidelines: It is the responsibility of the User to insure that the caterer is aware of these policies. (See Catering Kitchen & Bar Area Guidelines for applicable facilities contained in this policy.)
- 35. User will identify the facility in use by the full-specified name, i.e. "Dinah E. Gore Fitness & Aquatics Center" on all printed material and advertising. No advertising or publicity of any nature may state or imply that BCC is responsible for User activities during the period of use. Copy and proofs of advertising are to be approved by the appropriate facility designee.

RENTAL USE FEES

Total rental fee shall consist of the base rental fee plus the personnel services and equipment fees applicable per event. Base rental fee, which is specific to the requested facility, includes use of space, regular room lighting and tables/chairs where applicable. Any additional items, equipment, and/or personnel will be charged to the User. A non-refundable percentage of the base rental will be charged as a deposit for all applicable Users.



6.3 FACILITIES USE

BCC Facilities are available for use as:

- Individual / Company / For-Profit User
- Qualifying Non-Profit User
- Governmental Agencies exempt from rental fees

Not-for-profit organizations are required to provide a copy of their 501(c) 3 designation.

Considerations will be made when negotiating rates for county, public schools and BCC Employees. Groups exempt from rental will be charged for required personnel, equipment, postevent cleanup and special requested needs as per specified rate.

The rate fee is based on Individual/Company/For-Profit User. Qualifying Non-Profit User will be charged 50% of base rental plus required personnel, equipment, post-event cleanup and special requested needs as per specified rate.

Clarence and Conference Dance	\$50 for 1st two hours – minimum 2 hours
Classrooms/Conference Rooms	\$10 for each additional hour
T 1: 4 1:4 :	\$75 for 1 st two hours – minimum 2 hours
Teaching Auditoriums	\$15 for each additional hour
	\$150 for 1 st three hours – minimum 3 hours
Computer Labs	\$25 for each additional hour

Base rental rates for the Virginia Williamson Events Center, the Odell Williamson Auditorium, the Dinah E. Gore Fitness & Aquatics Center, the BCC Student Activity Center, the Leland Center and the Southport Center will be assessed specifically as it applies to the requested facility. A separate rate/policy agreement is available with facility specific information.

Personnel Fees

BCC Staff/Event Manager
BCC Police
S25 per hour
Custodial
\$18 per hour

A minimum number of hours will be required as it pertains to the specified requested facility.

Equipment Rental (per event)

Flip Chart - \$10, LCD Projector & Screen - \$100, Copier Usage - \$.10 per copy Additional equipment and supplies may be available for rental as they apply to the specific facility being used. Please list additional requests and needs on the Facilities Use Application.



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BCC MAIN CAMPUS

Facilities available for use on the main campus are: the Student Activity Center, the Odell Williamson Auditorium, the Virginia Williamson Event Center, and the Dinah E. Gore Fitness & Aquatic Center basketball court and swimming pool area as well as classrooms, computers labs, teaching auditoriums and a conference room.

STUDENT ACTIVITY CENTER

The Student Activity Center is a 5,330 square foot facility on the lower floor of the Administration Building. Additional requests, amenities and fees will be addressed as it pertains to the Student Activity Center specifically.

STUDENT ACTIVITY	Base Rental Fee For-Profit Rate/Individual	Base Rental Fee Non-Profit Rate
CENTER	\$70 per hour*	\$35 per hour*
CENTER	\$50 per hour after 2 hours	\$25 per hour after 2 hours

^{*2-}hour minimum.

All personnel fees will be assessed at a required 2-hour minimum.

Nature of event and number attendees may require additional staff.

ODELL WILLIAMSON AUDITORIUM & VIRGINIA WILLIAMSON EVENT CENTER

The Odell Williamson Auditorium (OWA) is a state-of-the-art, 1,500-seat performing arts center equipped with wheelchair seating and hearing impaired system. Available spaces for use at the OWA include the auditorium and the Virginia Williamson Event Center (VWEC), which is within the OWA. The VWEC is a multi-functional 1,200 square foot room or may be divided and used as two rooms. A catering kitchen is available in this facility. Additional requests, amenities and fees will be addressed as it pertains to the OWA and VWEC specifically.

OWA	Base Rental Fee For-Profit Rate/Individual	Base Rental Fee Non-Profit Rate
OWA	\$1200 for 6-hour block	\$600 for 6-hour block
	\$100 per hour after 6 hours	\$50 per hour after 6 hours

All personnel fees will be assessed at a required 4-hour minimum.

	Room	Base Rental Fee For-Profit Rate/Individual	Base Rental Fee Non-Profit Rate
	Event Hall 1	\$50 per hour*	\$25 per hour*
VWEC	Event Hall 2	\$60 per hour*	\$30 per hour*
	Event Center	\$130 per hour*	\$65 per hour*
	Event Center w/lobby	\$130 per hour* + \$100	\$65 per hour* + \$50

^{*4-}hour minimum. All personnel fees will be assessed at a required 4-hour minimum.

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DINAH E. GORE FITNESS & AQUATICS CENTER

The Dinah E. Gore Fitness & Aquatics Center (FAC) is a fully equipped Fitness Center with memberships available to the community. Spaces available for use include a 9,000 square foot gymnasium, a pool area with a 4,500 square foot lap pool and a 1,584 square foot warm water pool, an aerobics studio, and classroom. Additional requests, amenities and fees will be addressed as it pertains to the FAC specifically.

	Base Rental Fee For-Profit Rate/Individual	Base Rental Fee Non-Profit Rate
CININA	Full Court - \$100 per hour*	Full Court - \$50 per hour*
GYM	Half Court - \$50 per hour*	Half Court - \$25 per hour*
**POOL	\$100 per hour*	\$50 per hour*
POOL LANES	\$15 per hour*	\$10 per hour*
AEROBICS STUDIO	\$50 per hour*	\$25 per hour*

^{**}Entire lap pool may be rented for swim meets only. The entire Aquatic Center may only be rented after hours for parties or events. Party Package Rates are available upon request. *2-hour minimum. All custodial personnel will be assessed at a required 4-hour minimum. All other personnel will be assessed at a required 2-hour minimum.

LELAND CENTER

The Leland Center is located at 2050 Enterprise Blvd. in Leland, NC off US 74/76 in the Leland Industrial Park. Spaces available for use at the Leland Center are classrooms, a conference room and manufacturing bay. Additional requests, amenities and fees will be addressed as it pertains to the Leland Campus. *Personnel fees will be assessed at a required 2-hour minimum*.

	Base Rental Fee
MANUFACTURING BAY	\$600/month or \$150 for 1 st three hours – minimum 3 hours
	\$25 for each additional hour

All fees for classrooms, computer labs, conference rooms and teaching auditoriums will be assessed per the stated rate in the BCC Facilities Policy.



each use.

CHAPTER 6 OPERATIONS

6.3 FACILITIES USE

<u>Catering Kitchen & Bar Area Guidelines</u> (For facilities with kitchen/bar amenities)

- a) Counter tops, food preparation tables and food service carts should be thoroughly cleaned after
- b) All floors must be swept and mopped. (Brooms, dustpans, mops and floor cleaning solutions are provided. (Do not use Clorox on floors.)
- c) All food products MUST be removed from refrigerator, microwave and food warmer at the conclusion of each event. (No items may be stored overnight without prior permission from the facility designee)
- d) At the conclusion of each event, it is the responsibility of the User or caterer to thoroughly clean any equipment used including counter tops, microwaves and warmer.
- e) Please remember to turn all appliances OFF before vacating the facility.
- f) Please note that BCC facilities do not supply any of the following items: cookware, plates, glassware or silverware. (Please remember this is a catering kitchen and that the User or caterer must provide any supplies or items needed to insure the success of the event.
- g) Please do not place FISH in the refrigerator.
- h) Access to the kitchen is only allowed on the day of the event. No access is permitted to the kitchen or bar area prior to or after an event without permission from the appropriate facility designee.
- i) Should your event require the delivery of bulk food items, plates, linens, etc. prior to the event, such deliveries must be arranged in advance with the appropriate facility designee. BCC and its staff are not permitted to unload, sign for, or accept deliveries from third parties without prior written approval.
- j) It is the responsibility of the User, caterer and/or bartender to keep the bar area clean and organized neatly during all events.
- k) All items and trash should be removed from the bar area after an event.
- Should your event require beverage delivery, alcohol or otherwise, please make arrangements
 with the appropriate facility designee for a delivery time and make provisions to have a
 designated person onsite to receive the delivery.
- m) All kitchen cleaning instructions apply to the bar area. (Where applicable)



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The undersigned hereby represents themselves as an authorized agent of the aforementioned and as such makes application to Brunswick Community College for the use of the BCC Facilities. The Undersigned warrants that applicant has read and will observe the use policies & regulations of BCC, will exercise the utmost care in the use of BCC's premises and property, and will make good any damage arising from the use of said premises or property.

All terms and conditions of this written agreement shall be binding upon the parties, their heirs, representatives, and assigns, and cannot be waived by any oral representation or promise of any agent or agents who executed this contract. Such written document must be incorporated by specific reference herein as part of the agreement. This agreement must be returned within thirty days of its receipt or it becomes void. Title if applicable Applicant's Signature Date All deposits are required to secure your date. All deposits are nonrefundable. Initial_____ ALL RENTALS ARE TENTATIVE UNTIL RECEIPT OF APPLICABLE DEPOSIT. PLEASE INITIAL EACH PAGE AND RETURN TO APPROPRIATE FACILITY DESIGNEE. BRUNSWICK COMMUNITY COLLEGE USE ONLY Room Rental Equipment Rental Personnel Fees ______ Total Amount Due Amount of Deposit______ Date Received _____ Additional Assessment/Fees Form of Payment Remaining Balance Due

Signature