

Facility Use Procedures



**Pennsylvania Highlands Community College
Facility Use Procedures**

Contents

Request Procedure..... 2

Rental Request Approval 2

Rental Fee Categories 4

Rental Fee Payment 5

Additional Charges..... 5

Liability and Insurance Requirements..... 6

Damages..... 7

Publicizing an Event 7

Arrangement and Conditions..... 7

College Closing or Delay Procedure 8

Emergency Situations 8

Reporting Suspicious or Criminal Activity 8

Americans with Disabilities Act..... 9

Event Supervision..... 9

Alcoholic Beverages and/or Illegal Drugs 10

Firearms 10

Tobacco 10

Food and Beverages/Catering..... 10

Parking 11

Furniture, Equipment, and Signs..... 12

Violation of Responsibilities..... 12

The rules and regulations contained in this document are subject to change at any time due to State or Federal guidelines or when deemed in the College's best interest.

Request Procedure

Facilities are only available during the College's operating hours.

All requests should be made at least (4) four weeks prior to the date of the planned activity to ensure adequate scheduling of space and services.

All requests for facilities must be made by submitting a Facility or Auditorium Use Request Form on our website at: https://my.pennhighlands.edu/ICS/Facility_Use.jnz

Any organization wishing to utilize College facilities shall provide the following information:

- a) Name of Sponsoring Organization
- b) Name and Contact Information of Event Organizer/Responsible Party
- c) Number of Participating Individuals and Name(s) of Speaker(s)
- d) Nature of Proposed Meeting
- e) Desired Date(s) and Time(s)
- f) Type of Facilities Desired
- g) Desired Equipment and Arrangements
- h) Certificate of Insurance covering specified use including Workers Compensation coverage and naming Pennsylvania Highlands Community College as an additional insured. Specific guidelines can be found on the PHCC Insurance Requirement Acknowledgement which will be provided. Failure to provide a correct certificate of insurance at least 14 days prior to the event renders the agreement null and void. The client forfeits their right to all facility use and services outlined in the agreement.

Rental Request Approval

All events and activities must have the prior approval of the Vice President of Finance and Administration before they will be permitted to occur on College property. Under limited circumstances, College facilities may be used by groups from outside of the College community provided that such use does not interfere with the normal activities of the institution and is in accordance with College policies.

An email notification will be sent as to whether the facility request has been approved or denied and the cost to use the space. Reservation commitments are not final until approved by the Vice President of Finance and Administration and the Rental Agreement, Risk and Hold-Harmless Agreement, and Insurance Requirement Acknowledgement are signed and returned.

The College does not provide space for solicitation of our students or employees.

When space is available, an off-campus group may be granted the use of College facilities provided that the group agrees to observe the policies and procedures governing the use of College facilities.

The College may refuse the use of its facilities to off-campus groups that otherwise would be eligible, when the proposed activity would require an unreasonable amount of College supervision or service, when there is a question concerning the safety of the participants or of College property, or when the event conflicts with the College's mission.

Facilities are rented to qualified individuals and organizations on a time and space available basis. In order to prevent conflict among groups that seek to use the facilities at the same time, the following priority system and classification of users has been established:

1. College groups including student, faculty and administrative organizations
2. Community groups qualifying as educational and/or non-profit organizations supported by communities in the College service area
3. All other groups including local professional associations, private organizations and individuals

Neither the College nor its agents accept responsibility for the goals or beliefs of any user organization. Authorization for use of college facilities shall not be considered an endorsement of or approval of any group or organization or the purposes they represent.

Pennsylvania Highlands Community College reserves the right to deny use of facilities to any individual or group dependent upon time and space availability, and regulations set forth elsewhere in this document which govern user priority determination and limitations of use.

In addition to these constraints, the College may, at any time, deny the use of facilities to any individual or group based upon any of the following reasons:

1. The requested facilities and/or the necessary personnel to operate them or to set up for the event are unavailable for use or exempt from use at the requested time.
2. The applicant and the college are unable to reach agreement on terms and conditions for the requested use.
3. Supervision is not sufficient to safeguard college properties, students, and/or participants, or if in the opinion of the Vice President of Finance and Administration, the requested use would be likely to substantially disrupt the normal operations of the College.
4. The requesting group or individual has, in the judgment of the College, previously abused or failed to meet the conditions of a facilities use agreement.
5. The activities of the individual or group requesting use of the facilities are inconsistent with the purposes and objectives of the College or are incompatible with previously scheduled activities.
6. The activities of the individual or group requesting use of the facilities are inconsistent with the designed use of those facilities for College purposes. For example, certain types of activities that could result in damage to any area of the facility may be excluded.
7. If actions resulting from such application or permission constitute unlawful activities, violate College policy, or if in the judgment of the administration of the college, actions resulting from such application or permission present imminent danger of unlawful activity.
8. If the individual or group requesting facilities, advocate changes of the government by unlawful means.
9. If a prospective user discriminates in selecting its members or employees or restricts attendance on the basis of race, religion, gender, creed, sexual orientation, age, or national origin.

Rental Fee Categories

Users may be classified into the following three categories. These classifications will qualify users for a particular rate on the rental schedule. The College shall have the option to charge rates that, at their determination, are consistent with rental policies.

1. Type I – College

Shall apply to activities sponsored by Pennsylvania Highlands Community College and other organizations that have reciprocal facility use agreements with the College.

2. Type II – Public Service Use

Shall apply to local public agencies, Pennsylvania State agencies and federal government agencies. This classification shall also be applied to non-profit special interests groups and to faculty or staff who wish to use the facilities for private purposes.

3. Type III – Commercial Use

Shall apply to organizations that charge admission fees or solicit contributions where the net proceeds are destined for other than welfare or charitable purposes.

Rental Fee Payment

1. External groups using College facilities must compensate the College for the rental of space, where applicable, and for all expenses resulting from the activities including custodial service, labor, security, technical fees, or other related costs.
2. External organizations will be advised of the charges by the Business Office of the College upon approval of the request however, it is the responsibility of the organization representative to be aware of all possible fees (including fixed and variable cost estimates) prior to the event.
3. A deposit of 50% of the agreed rental fees must be paid at least 14 days in advance of the scheduled event. This deposit will be refunded if a cancellation notice is received at least two working days prior to the scheduled event.
4. Financial negotiations regarding rental, custodial, security, and IT support expenses shall be governed by policy guidelines. If special clean-up and/or set-up services are required, the user organization will be billed for those services.
5. Payment of all fees should be made to Pennsylvania Highlands Community College to the attention of the Bursar's Office.

Additional Charges

1. Rental fees include routine services during regular operational hours. Any custodial/security/ technical services required in addition to the routine service normally provided shall be paid by the user at current rates which may include overtime.

2. If additional technical, security, or custodial services are required in the opinion of the administration or at the request of the using organizations, additional charges shall be applied. This includes both set-up of a room or lab and restoring it to its original state and any support required during the course of the event.
3. Additional charges may apply for extended coverage that becomes necessary in the event that a group remains beyond the originally allotted time.
4. If the user requests a room set-up that is other than the standard arrangement for the room, the user shall reimburse the College for services rendered.
5. Fees may be subject to change if any modifications to the original request are made and/or additional requirements are requested.

Liability and Insurance Requirements

1. The posting of an adequate deposit, as determined by the administration, may be required if there is a question of potential damage.
2. External organizations are required to provide a certificate of insurance naming Pennsylvania Highlands Community College as an additional insured. Such organizations, if allowed use, will be required to furnish evidence of proper liability, property damage, and Workers Compensation insurance before any rental agreement is consummated.
3. The amount of insurance coverage for liability and property damage is listed in the Insurance Requirement Acknowledgement that will be provided upon initial approval of the request. Proof of coverage with Pennsylvania Highlands Community College will be named as an additional insured will be presented to the Business Office prior to final approval of the event.
4. In consideration for the permission granted to the user for use of College facilities and in consideration of the fee charged by the College for use of its facilities, the user shall release the College and its agents, employees or officers, from all debts, claims, demands, damages, actions and causes of action whatsoever, which may occur as the result of the use of College facilities. The user shall further agree to protect, indemnify, and hold harmless the College, and its agents, employees and officers from any claims, demands, actions, damages or causes of action directly or indirectly arising out of the use of the facilities or premises. Any group or individual applying for the use of a College facility shall accept financial responsibility and liability. Application for a College facility shall constitute acceptance by said group/individual of the responsibility stated above and

willingness to comply with all rules and regulations regarding the use of College facilities. A signed Risk and Hold-Harmless Agreement is required.

Damages

The user organization is responsible for and shall be liable for any repairs or replacement occasioned or made necessary by the negligence of or misuse of the facility. In some cases, a guarantee deposit may be required and placed with the college. Damage to college equipment during and by reason of the occupancy of the premises by the user, shall be paid from this guarantee deposit. The balance, if any, shall be returned to the organization making the deposit. If the guarantee deposit is not sufficient to cover the damage, the group using the facilities will be billed for the difference.

Publicizing an Event

No publicity should be released until an email approval notification is received by the requestor and all required documents are signed and returned. All publicity using the College's name or logo must be approved by the College's marketing department prior to release. Publicity for all non-college sponsored events must include the name of the sponsoring organization and publicity must not be structured so as to imply Pennsylvania Highlands Community College sponsorship.

Arrangement and Conditions

1. All functions must be in compliance with applicable laws of the State, County, and local governments. The College is an equal opportunity institution and subscribes to all requirements of federal law not to discriminate with respect to students, employees, applicants, or College programs on the basis of sex, race, color, sexual orientation, national origin, religion, age, handicap, or veteran status.
2. Each user organization shall designate a contact person to be responsible for any theft or damage to equipment and/or facilities. This same person will also be responsible for confirming set-up and equipment requirements and initiating rental fee payment. In all cases, one person belonging to the external organization shall be identified in writing on the Request Form as the person responsible for the function and this individual shall be present for the entire duration of the event.
 - a. The organizer of the event shall be responsible for communicating the conditions and guidelines contained in this document to the attendees.
3. All organizations must adhere to College fire and safety codes and regulations.

4. Attendance at the designated event must not exceed the capacity of the room reserved. No entrances, exits, corridors, or other means of egress will be blocked or restricted.
5. The sponsoring entity is responsible for the return of facilities in the same condition as they found it, except for normal clean up and final disposal of trash.
6. Meeting rooms or classrooms shall not be rented to non-college groups for several dates in succession.
7. Because of their specialized nature, some facilities such as laboratories or science labs, etc., may not be available for non-college groups.
8. All parties must vacate the building at least fifteen (15) minutes prior to close to allow time to secure the building.

College Closing or Delay Procedure

The College reserves the right to cancel a request due to State or Federal guidelines, an adjustment in operational hours, inclement weather, or other unforeseen circumstances. In the event of inclement weather, it shall be the responsibility of the requestor to check the following for closing or delay notices:

- PHCC website at: www.pennhighlands.edu
- Local TV or radio stations
- Facebook
- Twitter

Emergency Situations

1. Emergency situations should be reported to the proper authorities by contacting 911.
2. Pennsylvania Highlands Community College Security is also available to assist you at the Richland facility and can be reached in an emergency situation by dialing x5555 from any campus phone.

Reporting Suspicious or Criminal Activity

1. Pennsylvania Highlands Community College strives to provide a safe environment for all students, employees, and visitors. Report any activity that appears to be suspicious in nature to a staff member or Security at the Richland Campus. Security

Officers are available to assist with reporting crimes or suspicious activity to law enforcement authorities, as well with obtaining their assistance for emergency situations. Pennsylvania Highlands does not tolerate behavior, either threatened or overt, which is forbidden by law.

2. The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act is a Federal law that requires colleges to report criminal activity and statistics on their campuses to the federal and state governments. This information is reported annually by Pennsylvania Highlands Community College along with statistics documented by local law enforcement agencies. The report may be found on the College's website at www.pennhighlands.edu.
 - a. Additional information regarding College Security and Safety may be obtained by contacting the Richland Campus Security Office at 814-262-6427.

Americans with Disabilities Act

1. Outside groups using our facilities are responsible for providing appropriate accommodations as required by the Americans with Disabilities Act. Accommodations and auxiliary aids must be provided with no fee to persons with disabilities. Questions regarding this should be directed to the Pennsylvania Highlands Community College Human Resources Department at hr@pennhighlands.edu or 814-262-3848.

Event Supervision

1. A security officer or other authorized representative of the College must be on duty and in the building when facilities are being used.
 - a. If an event or activity is requested by College personnel, it shall be the employee's responsibility to confirm that required supervision and support are available prior to scheduling it.
2. The College may hire one of its staff members to supervise a meeting or event. The charge for such services will be billed to the requestor.
3. The College reserves the right to determine the minimum support services and supervision required for each activity.
4. Adult supervision of minors is required by the client at any event.
5. College officials or designated employees shall not be refused admittance to any function held on College property.

6. At least one authorized technical support person must be present at any event held in the auditorium. The Chief Information Officer will determine how many staff are required based on the needs of the organization and the size of the event.
 - a. Technicians assigned to cover the event will be responsible for turning house lights on and off, turning on and off all theatrical lighting and public address systems, and supervising all use of the facility and equipment.

Alcoholic Beverages and/or Illegal Drugs

1. The unlawful manufacture, distribution, dispensation, possession, or use of alcohol or drugs is prohibited at any College facility or activity.
2. Appearing at a College facility or an off-campus event under the influence of alcohol and/or illegal drugs is prohibited.
3. More detailed information about College Policies regarding a Drug-Free College Environment can be found on the College's website.

Firearms

1. The possession or concealment of any firearms, explosives, or dangerous chemicals on College property is prohibited. The only exception that will be made is for local, state, or federal law enforcement officers.

Tobacco

1. The use of tobacco and all related products including vaping and electronic cigarettes is prohibited inside any College facility. A designated outdoor smoking area is provided at each campus location.

Food and Beverages/Catering

1. Food and/or beverages are only permitted in designated eating areas. Food is prohibited in any instructional space including classrooms or laboratories. Drinks are permitted in spill-proof containers only in general purpose classrooms but not in science labs or rooms with computers. Neither food nor drinks are permitted in the auditorium or lecture halls.
2. Individual guests at the Richland Campus are permitted to eat in the Café however, groups over 6 are asked to make prior arrangements to use that space. If an organization wishes to reserve a separate eating area, in addition

to the original room requested, there will be an added fee. Also, a custodial fee will be charged for clean-up following catered events.

3. The College food service must be used for any meeting or event in which food and/or beverages are served at the Richland Campus.
4. For complete details, refer to the Board approved Food and Drink Policy at: https://my.pennhighlands.edu/ICS/Facility_Use.jnz

Parking

1. Parking for groups using the Richland Campus is at the rear of the building in parking lots D and E.
 - a. Parking in Visitor or Handicapped spaces, as well as in the Employee Lot, is prohibited without the appropriate placard or license plate.
2. Fire department regulations prohibit parking in fire lanes.
3. In addition, parking or vehicular traffic is prohibited in the following areas:
 - a. In a loading zone, unless vehicle is being loaded or unloaded and warning flashers are operating.
 - b. In any area other than those regularly designated as parking spaces and which are marked by lines, markings, or signs.
 - c. On a sidewalk.
 - d. In a crosswalk.
 - e. Within fifteen feet of either side of a fire hydrant or in fire lanes.
 - f. In intersections or within thirty feet of an intersection.
 - g. In such a manner as to impede the flow traffic.
 - h. In restricted areas (posted by signs, yellow curb, or hash lines).
 - i. In any reserved space.
 - j. In any disabled/handicapped parking space, unless the vehicle is designated "disabled" by permit, placard, or registration plate.
 - k. On or across lines that denote a legal parking space.
4. The Office of Security and Safety is authorized to enforce parking regulations and may issue tickets and fines for parking violations at the Richland Campus. Security may also have a vehicle towed at the owner's expense. Questions regarding this can be directed to the Office of Security and Safety at security@pennhighlands.edu or 814-262-6427

Furniture, Equipment, and Signs

1. Rearranging of any furniture or equipment is prohibited. If the user requests a room set-up that is other than the standard arrangement for the room, they must make prior arrangements with the College to facilitate the set-up and shall reimburse it for services rendered.
2. Any signs, props, banners, backdrops, etc. and their installation must be approved in advance by the Director of Facilities Operations and must be removed at the conclusion of the event.
3. External organizations are permitted to use only equipment/supplies for which permission was granted by the Vice President of Finance and Administration.

Violation of Responsibilities

1. College officials shall have the right to terminate a facility use agreement immediately and without notice upon discovery of a violation of any term, condition or provision of this policy.
2. Facility use agreements will be terminated immediately if, in the judgment of the administration, present imminent danger exists or unlawful activity is practiced by the using organization.