

 Policies and Procedures		Number 4110	Title Facility Use by Outside Agencies		
		Replaces	B9060.1		
		Effective	Oct. 15, 2010	Next review :	Oct. 1, 2014
Executive Responsibility	Administrative Responsibility	Recommended by Policy Review Committee	February 17, 2011		
VP Administration and Finance	Campus Managers Extension Centre Coordinators	Recommended/Approved by Education Council	N/A		
		Approved by President	February 25, 2011		

1. PURPOSE

This policy governs the use of College facilities by community groups and other external organizations.

2. SCOPE / LIMITS

This policy does not govern Use of Gymnasium Facilities Castlegar Campus (refer to 4130).

3. PRINCIPLES

College facilities will be available for use by community groups and organizations subject to the procedures elaborated below.

A facility-use fee shall be levied to cover support costs incurred for all non-College use of facilities. Where there are reciprocal facility-use agreements between the College and community groups or organizations, the facility-use fee may be waived.

The primary use of facilities on each campus is to provide for the College's educational needs. Only events that do not conflict with the mission and goals of the College will be considered.

Major conferences, workshops and special events will be considered on an individual basis.

All normal College procedures and regulations regarding the use of alcohol, the no-smoking policy, the serving of food and beverages, and the expectation of appropriate personal conduct will apply to all individuals or groups who use the facilities. Facility users will be responsible for ensuring compliance with all such regulations.

4. PROCEDURE

4.1 Booking Procedures

Facility booking procedures will be established for each College campus or Extension Centre on a site-specific basis, and will be administered by the respective Campus Manager or Extension Centre Coordinator.

A signed "Facility-Use Agreement" for all non-College events must be completed by the person and/or organization making the booking. Forms may be obtained from the Campus Manager or Extension Centre Coordinator.

4.2 Facility-Use Fees

Facility-use fees will be charged to all non-profit users; commercial or for-profit users will be

charged fees double those for non-profit users. Commercial or for-profit is defined as a use that may have a potential pecuniary gain to an individual or for-profit organization.

Fees for major conferences, workshops and special events will be determined on a case-by-case basis by the Campus Manager, based on the level of service required, and in consultation with other appropriate administrators of the College.

A rental-fee schedule is available at each campus.

Facility-use fees must be paid in advance of the date of the event. Fees are payable at the Campus Finance Office.

5. GENERAL TERMS AND CONDITIONS OF ALL FACILITY AGREEMENTS

- 5.1** Smoking is not permitted in any College facility or within three (3) metres of College building entrances.
- 5.2** Food and beverage needs must be discussed in advance with the Campus Manager/Extension Centre Coordinator. Food and beverages are not permitted in certain designated spaces; these restrictions will be communicated to the user at the time of the rental agreement.
- 5.3** All College, municipal, provincial and federal regulations, by-laws, etc. are to be enforced. Every effort will be made by the College to fulfill any facility-use agreement. However, if extraordinary circumstances require it, the College reserves the right to cancel, interrupt or revise any booking. In such an event, all facility-use and other charges will be refunded.
- 5.4** The facility user shall indemnify and hold harmless the College and any of its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expense arising out of the use and/or occupation of the property belonging to the College by the facility user and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence of the College.

6. ADDITIONAL TERMS AND CONDITIONS FOR ROOM BOOKINGS

- 6.1** The facility user is to report any irregularity or dissatisfaction directly to the Campus Manager/Extension Centre Coordinator.
- 6.2** Three-days notice of cancellation is required from facility users. The total facility-use fee is payable for any booking cancelled with less than three-days notice. In addition, facility users may be liable for extra charges if any employees must be paid for attendance because of lack of notice.
- 6.3** Responsibility for the repair or replacement of any equipment or facilities used by the facility user or its members, agents or invitees will be fully borne by the facility user.
- 6.4** The facility user is responsible for room set-up and is responsible to ensure that room furniture is returned to its original configuration, unless special arrangements for set-up have been made with the Campus Manager.
- 6.5** The facility user shall agree to waive all rights of subrogation or recourse against the College with respect to the use or occupation by the facility user of the premises described in the permit or licence agreements.
- 6.6** Failure by the facility user to comply with the terms and conditions of the facility-use agreement as specified shall result in automatic termination of the agreement and subsequent cancellation of

the booking.

7. ADDITIONAL TERMS AND CONDITIONS FOR EVENTS

- 7.1** The facility user is to pay all fees and any other charges two weeks in advance. All facility-use fees are payable at the Campus Finance Office. Charges for room set-up, maintenance and/or catering will be in addition to any facility-use fees. The College may charge a damage deposit at its own discretion. Any damage deposit will be required two weeks in advance as per the fee schedule.
- 7.2** With respect to bookings and events, questions and concerns will be directed to the facility user's original point of contact.
- 7.3** Two-week's notice of cancellation is required from facility users. The total facility use fee is payable for any event booking cancelled with less than two-weeks notice. In addition, facility users are liable for additional costs incurred by the College because of the lack of notice.
- 7.4** All certificates and licenses must be filed with the Campus Manager at the time of payment, two weeks before the event.
- 7.5** The user will meet all College contractual obligations.
- 7.6** Responsibility for the repair or replacement of any equipment or facilities used by the facility user or its members, agents or invitees will be fully borne by the facility user. The College may require the facility user to attend an inspection of premises before the event and following the event. If damage occurs and it is determined by the College to be in excess of the damage deposit the user will pay the additional amount.
- 7.7** Fees may be waived in those cases where the event serves as a learning experience for students.

8. ADDITIONAL TERMS AND CONDITIONS FOR BOOKING MARY HALL

- 8.1** The College reserves the right to require the facility user to ensure and provide proof that liability insurance is in place and that Selkirk College is added as a rider. Minimum liability is \$5,000,000. Users of the Mary Hall kitchen and at events where alcohol is being served will be required to provide proof of such insurance.
- 8.2** The facility user hereby agrees to waive all rights of subrogation or recourse against the College with respect to the use or occupation by the facility user of the premises described in the permit or licence agreements.
- 8.3** Failure by the facility user to comply with the terms and conditions of this facility-use agreement as specified shall result in automatic termination of the agreement and subsequent cancellation of the booking.
- 8.4** The City of Nelson has generously leased the land and buildings for Mary Hall to Selkirk College.
- 8.5** If the user chooses not to use College Catering Services, and if alcohol is to be served at an event, all of the Provincial Liquor Control Board requirements must be met by the user. This includes providing a bartender with Serving-it-Right designation and provision of a liquor license appropriate for the event. The user will pay any costs incurred by the College to suspend the College's liquor license for the event.

8.6 If the Mary Hall kitchen is to be used, the user must provide the College with Food Safe certificates for all persons using the kitchen. Each user will identify an individual who is responsible and this person may be required to complete an orientation and safety training by College staff on use of the equipment in the kitchen. The College reserves the right to refuse rental of the kitchen to outside caterers and food service businesses.

8.7 If the Mary Hall kitchen is to be used, a minimum of one PPWC employee must be in attendance at the event and the user will be charged for that expense.

9. SUPPORTING FORMS

Available from Campus Managers or Extension Centre Coordinators.

10. OTHER RELEVANT POLICIES

4100 Facility Use and Equipment Leases, 4120 Use of Staff Lounge Castlegar Campus

4130 Use of Gymnasium Facilities Castlegar Campus, 7100 Use of College Audio Visual Equipment