

**BROOKDALE COMMUNITY COLLEGE
COLLEGE REGULATION**

7.1000R**I. Title of Regulation**

Community Use of Facilities, Grounds and Services

II. Objective of Regulation

To provide for occasional use of College facilities, grounds and services to off-campus organizations and agencies for educational, cultural, charitable, social, civic and recreational purposes.

III. Authority

Board of Trustees Policy No. 7.1000

IV. Regulation Statement

- 1.1 Responsibility for the scheduling of facilities, grounds and services rests with the Office of Scheduling.
- 1.2 Arrangements for all use of facilities and grounds will be cleared with the Director of Facilities prior to approval.
- 1.3 The signature of the President or his/her designee constitutes final approval for the contractual use of College facilities, grounds or services by a non-affiliated or College group. All applicants will be advised of the approval by the Coordinator of Scheduling through receipt of a signed Use of Facilities Form.
- 1.4 Priorities for the use of College facilities, grounds or services will be as follows:
 - a. Campus based credit educational programs.
 - b. Campus based non-credit educational or business related programs ordinarily sponsored by the Office of Community Development.
 - c. Campus based educational, cultural or athletic programs and/or activities sponsored by the Office of Student Life and Activities.
 - d. Other events and/or activities sponsored by off-campus, non-affiliated groups and organizations.
- 1.5 College facilities, grounds and services will not ordinarily be made available on a regularly recurring basis when scheduling interferes with normal College operations and activities and when, in the judgment of the College, it is considered to be a monopolization of College facilities.

USERS, ELIGIBILITY AND CLASSIFICATION

- 2.1 All College-related functions and activities take precedence over requests by non-affiliated groups to use College approved facilities.
- 2.2 The College and affiliated groups are those divisions, departments, offices and agencies of the College, as well as organizations and groups that are funded by the College and/or listed in the College catalog and the College's collective bargaining units.
- 2.3 A College activity is (1) any event, meeting, conference or activity which is conducted under the auspices of the college or a College affiliated group in which a substantial portion of the cost or sponsorship of the event is borne by the College or a College affiliated group; or (2) any event, meeting, conference or activity conducted by or offered solely for College employees and/or students.
- 2.4 Non-affiliated group activities include, but are not limited to, those events, meetings, conferences or activities which College faculty, staff and students may be hosting or attending but for which the College or a Brookdale affiliated group is not underwriting a substantial portion of the cost (e.g., a luncheon meeting of a professional society held on campus at the invitation of a Brookdale employee or student but paid for by the attendees or the sponsoring organization is an example of activity of a non-affiliated group.) Having an individual or institutional membership in an organization, even if such membership is purchased by the College, does not alter the non-affiliated status of the group.
- 2.5 Organizations renting College facilities must certify that their membership is on a constitutionally non-discriminatory basis.
- 2.6 Facility use is determined on a first-come, first-served basis after the needs of the College have been met.
- 2.7 The College will consider co-sponsorship of events when appropriate. The terms of the co-sponsorship will be negotiated between the non-affiliated group and the College department(s) which propose to co-sponsor the event. Co-sponsorship may include a sharing of direct costs and a division of income.

AVAILABILITY OF FACILITIES

- 3.1 A written request for use of college facilities must be submitted to either of the following offices prior to approval by the President or his/her designee.
 - A. Coordinator of Scheduling - classroom and conference areas, satellite facilities, PAC and all other meeting areas.
 - B. Dean of Student Development - gymnasium and outdoor recreational areas.

Verbal requests will not be considered. Dates for events sponsored by non-affiliated groups will not be confirmed until final credit and non-credit class schedules, Student Activities calendar and seasonal Athletic Department schedule have been established for each semester. Generally, this means that

request for the fall term (September 1 through January 15) may be submitted but cannot be considered prior to August 1; requests for the winter term (January 15 through May 30) prior to December 1.

- 3.2 The applicant hereby agrees to indemnify and hold harmless Brookdale Community College against all liability and contractual claims, losses, or expense arising from accidents to persons or property occasioned solely or contributed to in any manner by the applicant, his agents or employees and against all liability and contractual claims, loss, expense or damages arising from accidents to the applicant, his agents or employees whether occasioned solely or in part by the applicant or his employee, or by the College or its employees, or by any other person or persons whatsoever, and the applicant will defend any and all suits that may be brought against the College on account of any such accidents and will make good to and reimburse the College for any expenditures, including expense of litigation and legal fees, that the College may make by reason of such accidents. The applicant further agrees to secure contractual insurance coverage with an acceptable carrier insuring against the risks set forth above and provide certificates of such insurance to the College before using the College facilities. The non-affiliated group will hold the College harmless from any action arising out of a cancellation by the College.
- 3.3 A closing of no later than 1:00 a.m. will be observed for all activities. Normally, permission will not be granted for the use of facilities later than 1:00 a.m. All sponsors and guests will be required to exit the facilities by 1:30 a.m. However, depending on the nature of the event, special permission for usage beyond the stated hours may be granted.
- 3.4 The College requests seventy-two (72) hours' notice in the event the applicant wishes to cancel use of a College facility. The College reserves the right to charge the requesting organization for any costs incurred as a result of insufficient notice of cancellation.
- 3.5 Permission to use college facilities is subject to cancellation by the College for operational or physical emergency. Losses or expenses incurred due to such cancellation are to be borne by the applicant. In such cases the College will make every effort to offer a suitable alternate date. Applicants are encouraged to purchase private insurance to protect the organization from any financial liability which might arise should an emergency develop.
- 3.6 Final permission to use College facilities is always given in writing. No applicant should make any commitments, release any advertising or take any action committing use of College property until such written permission is received.
- 3.7 Facilities may not be available to non-affiliated groups during regularly scheduled periodic maintenance of the campus and at times of "peak activity" on campus, regardless of the availability of the space. Facilities may not be available at the following times: Christmas break, graduation week, fall and winter in-person registration periods and at other times when the College so determines.

- 3.8 Use of the facilities for large group activities when classes or College events are scheduled is discouraged because of the disruption such activities cause to the classes and parking. Such activities will require the prior approval of the Office of College Relations and Communications in consultation with the Facilities and Police departments.
- 3.9 Permission to use College facilities is for specific hours and dates. Only the dates, times and facilities for which permission has been granted will be honored. All rehearsals, decorations, special room services or equipment must be noted on the application. The organization using the facilities will comply with the times for which permission has been granted and will not arrive early or leave the premises late.
- 3.10 Only those facilities for which permission has been granted are to be used. Permission to use College facilities includes the right to use the approved rooms, rest rooms and specified entrances and exits. All other areas are excluded.

PROGRAM CONTENT

- 4.1 The content of the program to be presented must be described in detail on the request form. The program must then be as stated. Substantial deviation from the description as shown on the request form is not permitted.
- 4.2 Programs offered in, or during the use of, any College facility will at no time contain any matter which might be considered subversive or which may agitate for violent or unlawful activity. Program activity and content must adhere to acceptable standards or morality and good taste.
- 4.3 Programs of a concert nature (e.g., vocal, instrumental, dance, etc.) which are not part of or are not co-sponsored by a College department must have the prior approval of the Executive Director of College Relations. Approval will not be given for programs that duplicate or substantially interfere with concerts anticipated or planned by the College.
- 4.4 Facilities rental for instructional purposes (credit and non-credit) shall be granted having met the conditions set forth in this policy document only after the approval of the Executive Director of College Relations.

AVAILABLE FACILITIES, GROUNDS, SERVICES AND EQUIPMENT

- 5.1 While the College would like to accommodate the requests of non-affiliated groups, not all College facilities, services and equipment are available for use. Normally, only those facilities of a public nature can be made available. Private offices, administrative offices, storage, workrooms and darkrooms are never available. Science and computer laboratories and other discipline specific labs are made available to non-affiliated groups with special permission. The cafeteria is available only with permission of the Executive Director of Auxiliary Services. The cost of the supervision is passed on to the user.
- 5.2 Similarly, only services of a general nature are available. The College will provide, at no cost, routine security and custodial services. College police

personnel are commissioned law enforcement officers. However, College police and/or custodial personnel will be provided at cost if there is agreement between the college and the requesting group that such services are required. The number of custodians and hours required for custodial personnel may be reduced if the non-affiliated group handles some of the set-up and clean-up; however, at least a minimum number of the College custodial personnel shall be assigned to each event.

- 5.3 Other personnel, such as HVAC (heating, ventilating and air-conditioning), audio-visual and electricians, are usually available. When necessary, the college will schedule such personnel and pass the cost on to the non-affiliated group.
- 5.4 The charge for all personnel is established by the applicable collective bargaining agreement in force at the time of the activity. Overtime, premium time and "call back" surcharges will be made whenever applicable. To minimize personnel costs, non-affiliated groups are urged to consider carefully their needs, and especially the time and day of the activity. The rental costs for the facility and equipment are in addition to any personnel costs incurred.
- 5.5 The following facilities are the most frequently requested:
- Performing arts Center
 - Collins Arena
 - Forums 101, 102, 103
 - Warner Student Life Center
 - Classrooms (general)
 - Advanced Technology Center conference rooms
 - Grounds and Parking Lots
- 5.6 Certain College equipment is available for use. Items include 35-mm slide projectors, 16-mm movie projectors, spotlights, audio equipment, closed circuit televisions, projection screens and scoreboards. Use and operation of the equipment is limited to College personnel. In those cases, the outside organization will be billed for College personnel's time except in cases of co-sponsored (College/non-affiliated) activities.
- 5.7 Facilities are available to accommodate the handicapped. Information regarding this may be obtained from the Office of Disability Services.

INSURANCE

- 6.1 The non-affiliated group shall indemnify and save harmless the College, its officers, employees and agents from any loss, damage, liability, costs and/or expenses that may arise during or be caused in any way by use of College facilities by non-affiliated groups. The College is not responsible for anything lost or damaged by fire, theft or vandalism. Organizations must agree to indemnify and hold harmless the College against all liability and contractual claims, losses or expenses arising from scheduling or use of the facility. A properly executed "Hold Harmless" form must be submitted before permission is granted.

- 6.2 Non-affiliated groups are required to obtain and provide and keep in full force at their own expense, for the benefit of the College during the period of occupancy, one or several types of insurance depending upon the nature of the event. The non-affiliated group must provide the College with a certificate of insurance, if so determined by the College, which indicates that the insurance coverage in the amounts required is in effect. The "Certificate of Insurance" must be received by the Office of Scheduling at least ten (10) working days prior to the beginning of the activity. The most common types of insurance required by the College are shown below:
- General comprehensive liability insurance (and comprehensive automobile liability insurance) for protection from claims of liability arising directly or indirectly out of any event going on, occasioned by or resulting from any accident or otherwise on or about the College premises for bodily injury and property damage in the amount of \$1,000,000/\$1,000,000.
 - Contractual insurance in the above amounts to insure the Hold Harmless agreement.
 - Products liability insurance in the above amounts which will insure the College after the goods and services have been relinquished.
- 6.3 In cases where the College deems that parental or individual releases are necessary, the organization must provide the College with the properly executed releases at least ten (10) working days in advance of the event. Additions to that list may be made no later than 72 hours prior to the event.
- 6.4 Organizations wishing to bring special equipment and/or animals into the college buildings or into college premises must present in writing proper insurance coverage before approval shall be considered.

PERSONNEL

- 7.1 Application to use facilities by a non-affiliated group automatically presumes a request by the applicant and subsequent charge for the assignment of appropriate Brookdale personnel including security and custodial personnel, unless the applicant specifically requests these services not be provided and can document the reason(s) why they should not be provided. The College shall determine the number and category of Brookdale personnel to be assigned to a function. The sponsoring organization may not designate individuals to operate College equipment or facilities where the college determines that a level of skill is needed to perform a specific function.
- 7.2 An on-site event monitor will be designated by the College when in the opinion of the college such a person is necessary. A fee shall be charged for the monitor's time at the function. The decision of the College is assigning monitoring personnel is final. The monitor will observe all aspects of the event, including personnel assigned. In the event a dispute or controversy arises regarding the meaning or interpretation of College rules and regulations, the

decision of the monitor in such disputes shall be final. Cases in this category include Theatre (PAC), Collins Arena and Warner Student Life Center.

- 7.3 Every attempt will be made to assign monitoring responsibility for events sponsored by non-affiliated groups to staff members most familiar with the regulations and policies pertaining to the served facility...(e.g., athletics to Athletic Department staff, theater events to Theater Technicians).
- 7.4 Normal services include opening and closing the facilities, regularly scheduled lighting, heating, ventilation, air conditioning and clean-up. College employees will not be required to help load or unload non-college equipment. Organizations are responsible for all overtime charges incurred during or as a result of their use of College facilities. This may include utility usage fees, food service, custodial maintenance and security services. All services will be provided by College personnel unless otherwise approved by the appropriate department.
- 7.5 Depending upon the nature of the event, other College personnel may be necessary. It is the responsibility of the requestor to identify needs that may require such additional personnel (e.g., audio-visual technicians to operate sound equipment or projectors, electricians to make special power hook-ups, scoreboard operator, etc.) Such additional personnel will be hired by the College and charged to the non-affiliated group.

EQUIPMENT AND SUPPLIES

- 8.1 Use of decorations, scenery, exhibits, banners and/or posters, bleachers, platforms and any other equipment must receive prior approval from the College Scheduling Office. No scenery, decorations or combustible materials of an unusual nature may be brought into a College building or onto the College grounds without approval. The obtaining of any special permits shall be the responsibility of the requesting group.
- 8.2 Equipment (chairs, scenery, tables, etc.) provided by the non-affiliated group must be removed from the College buildings promptly following the activity in order not to interfere with College activities. If there is any delay, the removal may be made by the College at the expense of the organization.
- 8.3 The College is not responsible for the receipt, storage or disposition of equipment or supplies. College personnel are prohibited from accepting from UPS or other carriers any deliveries for any items not intended for use by the College. Receiving area personnel are instructed not to sign for and to refuse delivery of any items shipped at the instruction of and for use by non-affiliated groups.
- 8.4 Non-affiliated organizations may not use College-owned instructional equipment, except by special permission which must be requested at the time the application form is submitted. Except for basic equipment, such as overhead projectors, all Brookdale specialized equipment may be operated only by College personnel who shall be paid by the College and charged to the outside organization. Only approved College personnel may operate equipment in the auditorium (e.g., spotlights, movie projectors, stage lighting, etc.) or other specialized equipment located anywhere on campus.

- 8.5 Users of College facilities may not remove or displace furniture or apparatus, except with the permission of the College and in the presence of the College representative monitoring the activity. There must be no nailing to the floors, walls or fixtures. College buildings and equipment must not be marked or defaced in any manner. No College-related signs, banners, posters, etc., may be removed from any walls or ceiling anywhere at any time, even if the intent is to replace same following the activity. Furniture and apparatus not intended for use in the kitchen or food service area may not be stored in the kitchen or food service area.
- 8.6 Electrical extension cords, hammers, pliers, screwdrivers or other tools, ladders, etc., are the responsibility of the non-affiliated group. The College does not lend or otherwise provide such equipment. Non-affiliated groups are urged to give careful consideration to all their needs and to anticipate all contingencies.

REGULATIONS

- 9.1 New Jersey State Assembly Bill 1726, which applies to educational institutions, establishes that the right of non-smokers to breathe clean air supersedes the right of smokers to smoke. Smoking is permitted in designated areas outside of buildings only. All violators are subject to the public law governing smoking in public places.
- 9.2 Normally, eating and drinking in classrooms, lecture halls, theater or gymnasium is prohibited unless permission has been obtained in advance.
- 9.3 Organizations are responsible for full compliance with applicable federal, state and local statutes (e.g., ordinances concerning taxes, games of chance, firearms, etc.)
- 9.4 Parking is limited to the designated parking lots. All cars illegally parked will be ticketed and/or towed at the owner's expense. Special attention will be given to cars parked in "handicapped" zones, roadways, sidewalks and grassed areas. Special permits may be requested from the campus police department for unloading equipment near buildings.
- 9.5 The number of occupants must be limited to the safe capacity of the room or facility used as determined by the College. The sponsor is responsible to limit attendance so as not to exceed the designated capacity of any room. Over-booking is specifically prohibited.
- 9.6 Any organization which charges admission or conducts any activity which involves the payment of money of one party to another shall be responsible for its own case security and for full compliance with applicable federal, state and local statutes or ordinances.
- 9.7 Organizations will abide by local, state and College fire and safety regulations. Emergency exits may not be blocked at any time for any reason. The use of flammable products in the theater is strictly prohibited.

- 9.8 Equipment may not be brought onto the campus or college grounds and connected to the electrical service without first consulting the director of Facilities. By prior arrangements, special electrical hook-ups may be possible. If possible, the modifications to the electrical service will be made by the College electricians and charged to the outside organizations. All electrical equipment provided by the non-affiliated group must be in good repair and have U.L. approval.
- 9.9 First aid services, if needed, must be arranged by the organization, however, in the absence of such services and in the case of an emergency, the Brookdale police should be notified immediately.
- 9.10 Except with special permission, animals are not permitted on College property.
- 9.11 The non-affiliated group shall not list the College's telephone number on advertisements announcing the event. Any mention of Brookdale in an ad other than as a location is prohibited. Furthermore, the non-affiliated group will provide the College with the telephone number of its representatives to whom all inquiries can be referred.
- 9.12 In all appropriate advertisements and/or notices, the College is to be referred to with the full title "Brookdale Community College".

CONDUCT AND COMPLIANCE

- 10.1 Organizations using the College facilities will agree to abide by the rules and regulations stated herein or otherwise established by the College.
- 10.2 The organization granted approval for use of College facilities and the individual who signed the application as a representative of the organization are responsible for the care of College property and for the conduct of participants, patrons and guests, as well as financially responsible for physical damage to College property.
- 10.3 Failure to comply fully with any of the herein-stated rules by any organization shall constitute sufficient reason for revocation of all privileges extended to the organization by the College. The waiver of any single rule by the College at any time will in no way affect the applicability of any other rule(s).
- 10.4 It is expected, unless otherwise indicated, that the non-affiliated group representatives who signed the facility reservation form will be in attendance. If that is not possible, a suitable designee is to be identified on the form. Additionally, the non-affiliated group always will have a designated representative "in charge" at the activity at all times. That person will be identified to the College's representative and/or the police department. All non-affiliated groups must have a responsible adult representative at all times. That person will serve as the contact person between the organization and the College, and must have authority to make decisions for and act on behalf of the non-affiliated group. To avoid confusion, the non-affiliated group must identify to the College, in writing, the name, address and telephone number of the person(s) who will be "in charge" and who will be present throughout the time of the event

itself, as well as during the set-up and clean-up by the non-affiliated group. At no time, under any circumstances, may an activity begin or continue without the designated "in charge" person being present. Should the designated "in charge" representative leave the site for any reason, the College's police representative is authorized to secure the College facility and suspend or terminate the activity as appropriate. Any designee must identify him/herself promptly to the College's security representative.

- 10.5 Prohibited behavior includes, but is not limited to: quarreling and fighting, possession or dispensation of narcotics or other substances prohibited by law, consumption of alcohol if a permit was not obtained, and possession of firearms or other lethal weapons. Illegal gambling is not permitted on College property.
- 10.6 Non-affiliated groups will be responsible for clean up of the area afterwards in the absence of other arrangements. If the area is not cleaned to the College's satisfaction, College personnel will be hired to do the job and charges will be passed on to the non-affiliated group. Non-affiliated groups may arrange in advance for College personnel to undertake the entire clean-up activity, in which case the organization will be billed for the full service.
- 10.7 The College will not be responsible for loss of or damage to an organization's personal equipment brought in from outside sources. Anything left on College property is done so at the risk of the non-affiliated group.
- 10.8 Non-affiliated groups sponsoring events at the College shall not in any way indicate or imply in any verbal or written statement endorsement or sponsorship by the College of the activity.
- 10.9 Soliciting and selling on the College campus are prohibited unless prior approvals have been obtained.
- 10.10 No signs or other publicity materials will be permitted to be posted anywhere on the campus without the specific approval of the College for each sign. In the event any such sign is permitted, its prompt removal following the event will be the responsibility of the organization. Signs with adhesive backing may not be affixed to any College sign, building or property at any time.

FEES

- 11.1 All non-affiliated groups using Brookdale Community College facilities will be charged rental fees and personnel costs.
- 11.2 The College President or his designee may adjust or waive any rental fee for federal, state or county agencies or charitable organizations.
- 11.3 College departments which agree to co-sponsor events may assign rental fees and/or personnel costs to departmental budgets.
- 11.4 All bills for equipment, services, etc., must be paid within thirty (30) days of billing.

- 11.5 Any breakage or loss of furniture, furnishings or equipment shall be paid for or replaced with articles of the same cost and quality at the College's discretion. Payment for all damage to the buildings or such equipment will be assumed by the sponsoring organization.
- 11.6 At its discretion, the College may require a damage deposit.
- 11.7 Extra fees will be charged for any unusual requests by any organization.
- 11.8 All food service will be billed directly (within 3 days) by the Brookdale Food Services department.
- 11.9 The rental fee schedule is included as Attachment 1.
- 11.10 Fees for College personnel are specified by the appropriate collective bargaining agreement in force at the time of the activity or comparable arrangements for exempt personnel.

FOOD SERVICES

- 12.1 No food shall be brought to or consumed in College buildings or grounds unless special permission is granted.
- 12.2 Food and beverages may be served only in the food services cafeteria, and then only by the College's Dining Services department, except by special permission, depending on the nature of the event, by the Director of Dining Services. No refreshments shall be served anywhere on campus other than by the cafeteria unless permission has been obtained from the Office of Scheduling.
- 12.3 Food service must be requested at least fifteen (15) days prior to the scheduled event.
- 12.4 At least five (5) working days prior to the event, organizations shall confirm numbers for food service.
- 12.5 Three (3) working days notice must be given to the Dining Services department in the event of cancellation. Should notice of cancellation not be given, costs incurred by the Dining Services department shall be charged to the organization. Special menus require additional time for cancellation.
- 12.6 Kitchens and kitchen equipment are not available for use without special permission from the Dining Services department. If authorized, Dining Services department personnel must be present. The fees for use of the kitchen and Dining Service personnel shall be negotiated with the Dining Services department. Such costs are in addition to facility use costs and will be billed by the Dining Services department separately from the College's bill.
- 12.7 When a non-affiliated group intends to sell or serve food, it may be necessary for them to obtain a license from the Middletown Department of Health. The group is responsible for complying with all applicable state, county, and municipal laws

and health regulations regarding the sale and service of food. In addition, the College may require products liability insurance (see Section 6.2).

- 12.8 With approval, small groups requiring minimal food services (e.g., coffee, pastry) will be allowed to supply their own refreshments. The Dean of Enrollment Development and Student Affairs may approve exceptions for student groups.

ALCOHOLIC

- 13.1 Alcoholic beverages may be served by outside groups renting Brookdale Community College's facilities provided the appropriate licenses have been obtained through the Executive Director of Auxiliary Services.

AMERICAN DISABILITIES ACT COMPLIANCE

- 14.1 While the College has made extensive attempts to provide an accessible and barrier free campus to the public, the College does not guarantee that all of its facilities, entrances and walks adhere to these standards. Any non-affiliated group using College facilities or grounds accepts the responsibility for ensuring, to the best of its ability, that the event or program it sponsors is accessible to participants. Special arrangements such as signage, door monitors and interpreters, may be necessary to supplement the accessibility of the Brookdale campus. The College will make every effort to assist the requestor in meeting compliance standards.

V. Responsibility for Implementation

Revised: 11/30/93
Effective: 11/30/93