

*Gadsden State
Community College*

Facilities Use
Rental Agreement

GADSDEN STATE
COMMUNITY COLLEGE

Policies, Procedures,
And Requirements

Table of Contents

Section:

1. Policy Statement
2. Priority Order
 - a. Campus Activities
 - b. External Organizations
3. Fee Schedule
4. Facility Use Directory
5. General Lease Agreement
6. Generic Lease Application
7. Insurance Requirements for all External Organizations
8. Regulations for Use
9. Procedures for Use
10. Location Specific Requirements, Fees, and Policies *

* These areas have specific lease agreements and procedures that must be followed in addition to the General Lease Agreement and the Generic Lease Application

GADSDEN STATE
COMMUNITY COLLEGE

Section 1

Policy Statement

Gadsden State Community College provides excellent indoor and outdoor facilities for the purpose of education and community functions. In keeping with the objective of being a community and educational development center, the College will make the facilities available to community groups and organizations whenever possible, within the context of the facility use policies and procedures. Non-College facility users will be charged fees appropriate to the facilities used and the type of organization making the request.

The charges for multiple classrooms at the same time will depend on the number of rooms used and type of activity in which the room will be used. Costs for additional services (including but not limited to, security, custodial, HVAC, maintenance, grounds, lifeguard, computer technician, and audio-visual) will be assessed in addition to the facility usage fees as appropriate to the activity. The College reserves the right to determine which, if any, of the additional services and the costs incurred are appropriate. Organizations will be advised of total charges following review of the official Facilities Use Request Application.

All required security services must be provided through the College's Office of Safety and Security at the rate of \$20.00 per hour per officer. For all events a minimum of one Security Guard shall be employed, additional guards may be required according to expected attendance or event. This service is mandatory for all events in which fees are assessed. Security will be required from time of entering facility until final clean-up is performed. This rate and all rental rates are subject to change. All evening rentals require security to be provided for a four hour minimum.



GADSDEN STATE
COMMUNITY COLLEGE

Section 2

Priority Order

1. Campus Activities

Space at the College will be available for College activities in the following order of priorities. Listed below are programs/activities which are **exempt** from providing insurance or paying a facilities use fee.

1. College instructional programs
2. Official College events
3. College-sponsored educational activities*
4. Actively chartered student clubs and organizations*
5. College intramural activities*

*Charges may be assessed for miscellaneous services

2. External Organizations

Space will be made available to outside organizations when use does not conflict with scheduled College functions, events, or courses offered, and if the activity is consistent with the objectives and mission of the College. When a request to use College facilities is made the Coordinator for the requested area will have a member of the President's Cabinet review and approve, or disapprove, each request.

The logo for Gadsden State Community College features a large, stylized, pink letter 'G' that curves around itself. Below the 'G', the words 'GADSDEN STATE' are written in a large, grey, serif font, and 'COMMUNITY COLLEGE' is written in a smaller, grey, sans-serif font below that.

GADSDEN STATE
COMMUNITY COLLEGE

Section 3
Fee Schedule*

FACILITY	CATEGORY A		CATEGORY B		CATEGORY C	
	1-5 hours	5-12 hours	1-5 hours	5-12 hours	1-5 hours	5-12 hours
Auditoriums**	\$150	\$250	\$125	\$150	\$50	
Baseball Fields	\$200	\$250	\$100	\$150	N/C	
Classrooms	\$125	\$175	\$100	\$125	\$50	
Computer Labs	\$300	\$425	\$100	\$175	\$50	
Conference Rooms	\$200	\$300	\$100	\$175	N/C	
Meeting Rooms	\$200	\$300	\$100	\$150	N/C	
Softball Fields	\$200	\$250	\$100	\$150	N/C	
Tennis Courts	\$150	\$200	\$50	\$100	N/C	
Video Conference Rooms	\$200	\$275	\$100	\$150	\$50	
East Broad Auditorium	See attachment #3	See attachment #3	See attachment #3	See attachment #3	See attachment #3	See attachment #3
Wallace Hall Theatre	See attachment #4	See attachment #4	See attachment #4	See attachment #1	See attachment #4	See attachment #4
FACILITY	CATEGORY A		CATEGORY B		CATEGORY C	
	Monday - Friday Afternoon/Evening 2 Hour Minimum	Amount per hour over minimum	Monday - Friday Afternoon/Evening 2 Hour Minimum	Amount per hour over minimum	Monday - Friday Afternoon/Evening 2 Hour Minimum	Amount per hour over minimum
Beck Field House Swimming Pool	See attachment #1	See attachment #1	See attachment #1	See attachment #1	See attachment #1	See attachment #1
Gymnasium	See attachment #1	See attachment #1	See attachment #1	See attachment #1	See attachment #1	See attachment #1
Baseball/Softball Fields	See attachment #2	See attachment #2	See attachment #2	See attachment #2	See attachment #2	See attachment #2
Weight Rooms	\$100	\$150	\$200	\$250	N/C	

* Fees **do not** include Security Officer(s) as required.

** East Broad Auditorium has area specific fees and requirements. Please see attachment #2.

Categories and Classification

A – Community/Public for-profit groups

B – Community **non**-profit organizations *

C - Educational institutions, organizations affiliated with schools

D - Activities of official departments of service area government – local, state, federal, and Alabama College System officials (no fee assessed)

* Tax exempt certificate must be presented at time of booking

Section 4
Use Directory

Facility	Occupancy	Coordinator	Contact Number
Auditorium: w/chairs non-seated Front Lawn	150 180	Angela Ross Gina Martin	(256) 549-8643 (256) 549-8600
McClellan Center			
Facility	Occupancy	Coordinator	Contact Number
Computer Lab	29	Kelly Haynes	(256) 549-8336
Wallace Drive Campus			
Facility	Occupancy	Coordinator	Contact Number
Allen Hall: Computer Lab 200A Computer Lab 200B	30 30	Shiela Lancaster	(256) 549-8359
Bevill Hall Classrooms	Varies	Brenda Lockridge	(256) 549-8278
Browder Hall Auditorium	200	Shirley Colvin	(256) 549-8281
Cafeterial w/tables	250	Shandal Foster	(256) 549-8388
Helderman Hall Auditorium	214	Connie Meloun	(256) 549-8321
Inzer Hall: Breezeway Small Auditorium	100	June Bearden or Terri Riddle	(256) 439-6803 (256) 549-8255
Meadows Library: Room 111	30	Carolyn Jacobs	(256) 549-8333
Wallace Hall Auditorium Choral room Theatre room	1239	Ginger Weeks-Deru or Charles Hill	(256) 549-8325 (256) 549-8279
Safety and Security		Sam Ledbetter	(256) 549-8603

Section 5
General Lease Agreement

This LEASE AGREEMENT is made and entered into this ____ day of _____, 20____, by and between GADSDEN STATE COMMUNITY COLLEGE hereinafter referred to as "GSCC" and _____ hereinafter referred to as "LESSEE".

For other good and valuable consideration, GSCC leases to LESSEE, and LESSEE does hereby lease from GSCC, subject to the terms and conditions hereinafter set forth, the premises, hereinafter referred to as the "leased premises", located at _____, Gadsden, Anniston, or Cherokee, Alabama.

The term of this lease shall be _____, commencing at _____ .m., on _____, 20____, and ending at _____ .m., on _____, 20____.

LESSEE agrees to pay GSCC as rent for the leased premises the sum of \$_____ dollars, at any one of the locations of GSCC's business office.

LESSEE agrees that GSCC shall at all times, insofar as the leased premises are concerned, fully and promptly comply with all laws, ordinances, and regulations of any government or lawful authority having jurisdiction of the leased premises.

LESSEE agrees to permit no waste of the property but rather to take good care of the same and LESSEE further agrees that at the expiration of the rental term, the LESSEE will quit and surrender possession of the leased premises in as good condition as received by LESSEE, reasonable wear and tear expected.

GSCC shall not be liable for any damage to or destruction of property of the LESSEE, on the leased premises, regardless of the cause of such damage or destruction. The LESSEE shall place LESSEE'S property on the leased premises at the sole risk of the LESSEE.

LESSEE agrees to indemnify and hold GSCC harmless from any and all liabilities, damages, loss, costs and expenses arising out of third party law suits, claims of injury to persons or damage to property in connection with the activities held on the premises of GADSDEN STATE COMMUNITY COLLEGE.

LESSEE understands and acknowledges that GSCC has no control over any activities held on the leased premises during the term of this LEASE AGREEMENT. LESSEE releases and discharges all claims against GSCC and hereby assumes full responsibility for any injuries, damages, or losses that LESSEE or invitees of LESSEE may incur in connection with said activities.

LESSEE shall not assign this LEASE AGREEMENT without the prior written consent of GSCC. The applicant agrees not to sublet or transfer the rights or privileges under an approved lease to any other individual, group, or organization.

LESSEE has fully and completely read this LEASE AGREEMENT and the policies and procedures stated in the GSCC Facilities Usage Policies and Procedures Manual, understands the terms and the consequences thereof, and hereby agrees to abide by the same.

Dated this _____ day of _____, 20_____.

GADSDEN STATE COMMUNITY COLLEGE:

LESSEE:

By: _____

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Work Phone: _____

Witness: _____

Signature: _____

Section 6
Generic Lease Application

All requests for the use of Gadsden State Community College facilities require the completion of this form returned to the Facilities Coordinator.

Area(s) Requested:

Campus: _____

Room: _____

Building Name: _____

Beginning Time: _____

Date: _____

Ending Time: _____

Attendees/tickets expected: _____

Amount: \$ _____

Admission/Registration Fee: _____ Yes _____ No

Program or Activity: _____
Sponsoring Group(s): _____

Primary Individual Responsible: _____
Home Phone: _____ Office Phone: _____
Cell Phone: _____

Program Purpose: (Indicate topic and speaker, if applicable) _____

Program Available to: (Mark all that apply)

- Faculty Staff
 General Public Students
 Other _____

FOR OFF-CAMPUS GROUPS ONLY: (Check all applicable classifications)

- Non-Profit (Attach documentation) For-Profit
Literature Distribution No Yes If yes, attach copy

Applicant: _____ **Date:** _____ **Phone:** _____

Campus Sponsor: _____ **Date:** _____ **Phone:** _____

APPROVED: _____ **Date:** _____
(President or President's Designee (Facilities Coordinator))

Note: No structural modifications to rooms or facilities are permitted. A complete copy of the Gadsden State Community College Facilities Policies and Procedures Manual may be obtained upon request from the Facilities Coordinator.

Original to: Coordinator

Copies to: Campus Director – Supervisor of Maintenance – Director of Security – Requestor

It is the official policy of the Alabama Department of Education and Gadsden State Community College that no person in Alabama shall, on the grounds of race, color, sex, handicap, religion, creed, national origin, or age, be excluded from participation, be denied the benefits of, or be subject to discrimination under any program activity or employment. Gadsden State Community College complies with nondiscriminatory regulations under Title IX and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

Section 7

Insurance Requirements for all External Organizations

All external organizations with the exception of Category “D” are required to submit proof of insurance at lessee expense as follows:

- Commercial General Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit \$1,000,000
 - Products Liability (if food will be served)
 - Combined Single Limit \$1,000,000
- Automobile Liability

- Limit of Liability --\$1,000,000—this coverage should be included if vehicles of the sponsoring organization will be on College premises
- Workers Compensation – Statutory Coverage in accordance with workers compensation laws of the State of Alabama for employees of the lessee working on the College premises
- Gadsden State Community College and/or service are to be included as additional insured as respect to the activity covered by the certificate

Insurance certificate must be provided when reservations are confirmed (upon payment of facilities use fee to the College Business Office and execution and delivery of lease). All insurance coverage must be written with insurance companies authorized to do business in the service area. All insurance certificates are subject to the approval of Gadsden State Community College.

Additional Requirements for External Organizations

Facility use fees shall be paid to the College Business Office upon execution and delivery of the lease. The full facility use fee and applicable paperwork must be received before reservation is confirmed.

No use of facilities is permitted until the signed lease is executed by both parties.

Category “B” groups (non-profit) must submit a copy of the Internal Revenue Service Determination Letter certifying their non-profit status.

Any group wishing to cancel a Lease Agreement may do so but a charge of 25% of the total fee will be assessed if notice is given to the Facilities Coordinator within 2 weeks of the event. Any group not giving the proper notice will be charged the full amount of the lease.



Section 8 **Regulations for Use**

The following restrictions apply to all functions for College activities and external organizations.

- Firearms and other implements commonly described as weapons within the context of *Crimes Code of Alabama* shall not be brought onto the campuses, with the exception of bona fide law enforcement personnel in performance of their duties.

- Possession or use of alcoholic beverages and/or illegal drugs of any kind shall not be permitted on the College premises. Any person under the influence of alcoholic beverages or illegal drugs shall be denied the opportunity to participate in the activity or to be present on campus.
- Gambling or other conduct detrimental to public or College interest shall not be permitted on College premises.
- Parking is permitted only in the designated general parking lots. Disabled persons with a valid special permit, issued by the Department of Public Safety, may park in the designated special parking areas.
- Serving of food or refreshments is permitted only in areas of the buildings designated for those purposes.
- College officials or designated employees shall not be refused admittance to any function held on campus.
- Permission to use facilities will in all cases be in compliance with applicable state and local laws governing the use of public buildings.
- Signage, promotional, or advertising material used or distributed by any applicant requires prior approval of the College by cabinet or designee.
- It is the official policy of the Alabama Department of Education and Gadsden State Community College that no person in Alabama shall, on the grounds of race, color, sex, handicap, religion, creed, national origin, or age, be excluded from participation, be denied the benefits of, or be subject to discrimination under any program activity or employment. Gadsden State Community College complies with nondiscriminatory regulations under Title IX and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- Facilities and equipment used must be left in a clean and orderly condition. Failure to do so will result in additional charges based on time required to return the facility or equipment to its proper condition.
- Selling of goods or services or the solicitation for sale of goods or services is prohibited anywhere on campus, unless it is approved by the Dean of Financial and Administrative Services.
- The organization requesting use of the facilities shall be charged \$20.00 per hour for the College Security officer to be present. This rate is subject to change. The Security officer's orders are official and must be obeyed.

- Musical concerts or related functions, such as talent shows, rock and R&B concerts held in Wallace Hall or East Broad Auditorium must provide additional security personnel to secure two auditorium exits, the balcony, and the lobby area. Exceptions: school bands, symphony orchestras, and church/College choirs.
- All organizations must adhere to College fire and safety codes and regulations.
- All apparatus and equipment owned by the College shall be operated and/or supervised by College personnel
- There shall be no alterations to existing facilities, or installation of equipment, signs, posters, or decorations on or about the College premises by any party without prior approval.



Section 9 **Procedures for Use**

All functions for College and external organizations must adhere to the following guidelines.

- Requests for the use of College facilities should be made to the Facilities Coordinator/designee thirty (30) days in advance of the requested date in order for the request to be reviewed and arrangements for approved uses completed. However, more complex requests should be made up to several months in advance. The Facilities Coordinator/designee will attempt to accommodate simple requests received with less than 30 days notice.

- In all cases, at least one person belonging to the organization requesting use of the facilities shall be identified in writing on the Facilities Use Request Application as the person responsible for the function, and shall be present for the full duration of the function. Noncompliance will result in denial of future requests.
- In all cases, a designated College representative shall be in full charge of the facilities and shall be present for the full duration of the event. The College representative's orders are official and must be obeyed.
- Copies of signage, promotional, and advertising materials planned to be placed temporarily on the College premises must be attached to the Facilities Use Request Application.
- Each organization will be advised of the total use charges by the Facilities Coordinator/designee.
- All applicants will be limited to the use of those areas specified on the approved Facilities Use Request Application. An on-site inspection must be conducted by the designated person in charge and the designated College official. All discrepancies will be noted prior to the event date.
- Rental will be based on a first-come, first-served basis. A signed and paid lease agreement constitutes priority.
- The College reserves the right to cancel facility use, at its sole discretion, with or without cause. If cancellation is due to College safety or security, natural disaster, or other College issue, a refund will be provided.
- No facilities will be available for rental Easter Day or Christmas Day.



Section 10

Location Specific Requirements

Attached you will find documentation for Wallace Hall, Beck Field House, and East Broad Auditorium. These areas have specific guidelines that **must** be followed. The rules and procedures herein contained are to be understood and are binding with the rental of the specific areas. Please review these carefully. Your acceptance and application to this agreement serve as your acknowledgement of all rules and regulations.

Attachment #1 - Beck Field House

Attachment #2 - Baseball and Softball Fields

Attachment #3 - East Broad Auditorium

Attachment #4 – Wallace Hall

Attachment #5 – Cherokee County Arena

