

**Santa Cruz County Provisional Community College District
Administrative Policy**

Category: Administration

Title: Community Use of District Facilities

Community groups are encouraged to use Santa Cruz County Provisional Community College District facilities when such use is within legal guidelines and does not interfere with classes and activities.

The District will assess a fee according to the approved fee schedule. The District reserves the right to revise the procedures and fees as necessary.

**Community Use
of District Facilities**

Organizations/groups that use District facilities will:

- a. Comply with District policies and procedures including the use of alcohol, tobacco, illegal drugs, and firearms and with all state, county, and city ordinances and fire regulations.
- b. Comply with laws of the State of Arizona and the United States.
- c. Comply with all directions issued by District officials.
- d. Sign and comply with District facility use documents.
- e. Assure that the activity does not in any way endanger life and property.
- f. Provide written proof of liability insurance.
- g. Reimburse the District for any damages to property or equipment used for the event.
- h. Hire appropriate personnel, i.e. security, technicians, custodians, and other necessary support staff to assist with the event if so determined by the appropriate District official.

Santa Cruz County Provisional Community College District Facility Use Agreement



Organization/Company _____

FACILITY USE OFFICE

Santa Cruz County Provisional Community College District

2021 N. Grand Ave.

Nogales, AZ 85621

520-394-7181

SECTION A: General Policy Covering the Use of the Facilities

1. Use of district facilities is subject to Santa Cruz County Provisional Community College District Administrative Policy: Community Use of District Facilities available at www.santacruzcenter.org
2. The parties to this agreement are the Santa Cruz Community Provisional Community College District hereinafter referred to as SCCPCCD and the organization contracting to use the district facilities, hereinafter referred to as the GUEST.
3. Before a district facility may be used, the District Facility Use Agreement must be completed and signed and must be renewed each fiscal year when events are to be held annually. All information must be received seven (7) business days prior to the date of intended use.
4. The SCCPCCD reserves the right to reject any application for use of college facilities.
5. The buildings and grounds of the SCCPCCD are primarily for educational purposes. No other use shall be permitted to interfere with the primary purpose for which these facilities are intended.
6. Every possible opportunity will be provided for the use of SCCPCCD facilities.
7. Use Agreement shall not be entered into for any use that, in the judgment of the SCCPCCD, may be in any way prejudicial to the best interest of the SCCPCCD or the educational program, or for which satisfactory sponsorship or adequate adult supervision is not provided.

SECTION B: Guest Responsibility

1. Those wishing to use district facilities must complete the District Facility Use Agreement Form, the Facility Use Request Supplemental Form, provide a Certificate of Insurance and payment at least seven (7) working days prior to use of the facility.
2. The GUEST shall accept responsibility for any damage done to the SCCPCCD property.
3. The GUEST is responsible for the safety and security of all participants in use of college facilities. GUEST shall closely supervise all minors and establish appropriate security procedures to ensure the safety and security of all minors.
4. The GUEST shall not allow persons in any room or area of the SCCPCCD at any time in excess of the legal or normal capacity of such room or area of the college.
5. Completion of the College Facility Use Agreement shall constitute acceptance by the GUEST of the stated responsibilities.

SECTION C: Restrictions and Guidelines

1. No decorations or the application of materials to walls, ceilings, or floors shall be permitted which will mar, deface, or damage these surfaces. The GUEST is required to arrange for the disposal of decorations, materials, equipment, furnishing, or rubbish left after the use of SCCPCCD facilities. Otherwise, the GUEST may be billed for any expense involved.
2. To the fullest extent permitted by law, SCCPCCD prohibits use of drugs and alcohol, or other controlled substance during use of the SCCPCCD. Use of tobacco is only permitted in designated areas, to include e-cigarettes.
3. Games of chance and lotteries shall not be permitted, except as prescribed by law and with SCCPCCD approval. Unless you are a tax-exempt organization as recognized under A.R.S. §43-1201, you may not conduct a raffle or any other form of amusement gambling unless the event is registered with and approved by the Arizona Attorney General's Office, 1275 West Washington Street, Phoenix, AZ 85007, 602.542.3881. To register, you must complete a written Amusement Gambling and Raffle Registration Form for approval by the Attorney General's Office (ARS §13-3311).

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4. Keys to buildings or facilities shall not be issued or loaned on any occasion to the GUEST. Authorized SCCPCCD personnel will only grant access to facilities.
5. SCCPCCD -owned equipment shall not be removed from buildings. Organizations wishing to use special equipment such as projectors may do so, if used on the campus, provided the SCCPCCD is satisfied that a competent operator is in charge. Charges for equipment rental and operation may be required.
6. All shifting of furniture and equipment shall be done under the supervision of an appropriate District employee.
7. Unless the SCCPCCD approves other arrangements in writing, any and all food and refreshment concessions shall be the sole responsibility of the GUEST.
8. Any and all products that the GUEST wishes to sell, in the event it is not provided by the District, must be approved by the SCCPCCD at least seven (7) business days in advance.

SECTION D: Nonassignment and Cancellation

1. This District Facility Use Agreement shall be nonassignable. Only the GUEST as named in the College Facility Use Agreement shall use the facilities.
2. The SCCPCCD reserves the right to cancel this agreement at any time and to refund any payment made to the SCCPCCD for the use of the college facilities and equipment when it deems such action advisable and in the best interest of the days of the scheduled event.
3. The SCCPCCD reserves the right to refund all or part of any payment made to the SCCPCCD for cancellations of this agreement by the GUEST.

SECTION E: District Personnel Required

1. The SCCPCCD reserves the right to require that an appropriate SCCPCCD staff member be present at any meeting or event held on SCCPCCD facilities.
2. A custodian or other authorized member of the SCCPCCD staff may be required, depending on the size of the event, which may have an extra charge at the expense of the GUEST.
3. The SCCPCCD reserves the right to require a security officer to be present at any scheduled event at the expense of the GUEST.

SECTION F: Use Fees

1. The use fee is determined by the SCCPCCD and depends on the purpose of the meeting and the nature of the group using the facility, in accordance with the needs, experience, and capabilities of the GUEST
2. Specialized areas which require special arrangements may incur additional fees.
3. Additional charges may be added after use to include damages, supervision and/or security staff, above-normal or overtime or custodial help when required, above-normal set-up costs, hauling or handling equipment, use of projectors or other equipment, equipment operators, repairs or damage, or other costs as determined by the SCCPCCD.
4. All facility and services charges shall be paid to the SCCPCCD seven (7) business days in advance. Checks can be made out to SCCPCCD and sent to appropriate college personnel.
5. SCCPCCD employees are paid directly by the college, not the GUEST.

SECTION G: Liability and Indemnity

1. The GUEST hereby assumes all risk of damage to and loss or theft of property, and injury or death to person related in whole or in part to GUEST's use or occupancy of any portion of the SCCPCCD or any of its contact from any cause whatsoever, whether in whole or in part.
2. The GUEST hereby waives all claims in respect thereof against SCCPCCD.
3. The GUEST shall indemnify, defend and hold harmless SCCPCCD and all of its employees, agents and representative from an and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorney's fees and/or litigation expenses.

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SECTION H: Insurance

1. The GUEST, agrees to procure, at its expense, and maintain during the term of use as outlined in the Facility Use Request Supplemental Form, and thereafter, if and as necessary, a policy of general liability insurance in the amount of no less than \$1,000,000 against claims for bodily injury, death and property damage occurring in connection with the GUEST’s use of any portion of the SCCPCCD.
2. This insurance shall include the SCCPCCD as an additional insured and shall be the primary and non-contributing insurance to any coverage maintained by the college.
3. The SCCPCCD reserves the right to deny any activity considered hazardous including sport(s). The GUEST may be required to provide the SCCPCCD with additional insurance requirements.
4. Certificate must be provided prior to use of the facility.

SECTION I: Governing Law and Arbitration

1. The laws of the State of Arizona shall govern this Agreement, the courts of which state shall have jurisdiction of the subject matter hereof.
2. In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by A.R.S. § 12-1518 and § 12-133, and rules promulgated thereunder.

SECTION J: Contacts and Authority

The individual signing below on behalf of the GUEST hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the GUEST and that this Agreement is freely binding in accordance with its terms.

“DISTRICT”

“GUEST”

Signature: _____
 Name: Dr. Stella Perez
 Org./Co. SCCPCCD
 Title: Executive Director/ CEO SCCPCCD
 Date: _____
 Address: 2021 N. Grand Ave
 Nogales, AZ 85621

Signature: _____
 Name: _____
 Org./Co. _____
 Title: _____
 Date: _____
 Address: _____

 Phone: _____