

Chapter 132E-137 WAC

COLLEGE FACILITY USE AGREEMENT

(Formerly chapter 132E-136 WAC)

WAC

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WAC 132E-137-010 General policy covering the use of the facilities. (1) The parties to this agreement are the Washington State Community College District 5, acting under specific authority granted to its board of trustees by the laws of the state of Washington, to contract for the use of the facility at Everett Community College, hereinafter referred to as the college and the organization contracting to use the college facilities, hereinafter referred to as the licensee.

(2) Before a college facility may be used, this college facility use agreement must be completed and signed by the college president or his designee. Forms may be obtained from the college facilities maintenance office or college student activities office. All information received on agreements not completed at least fourteen school days prior to the date of intended use may be denied. A single use agreement should be made for a series of similar meetings. A separate agreement must be made for each meeting which varies from the series.

(3) The building and grounds of the college are primarily for educational purposes. No other use shall be permitted to interfere with the primary purpose for which these facilities are intended. Facilities shall not be made available for any use which might result in any undue damage or wear. The college reserves the right to reject any application for use of college facilities.

(4) Every possible opportunity will be provided for the use of college facilities by citizens of the district community college service area, provided that the purpose of the meeting is in harmony with public interest and welfare, subject to the laws of the state of Washington and rules and regulations prescribed by the District 5 board of trustees for the operation of the college.

(5) It is the present policy of the college to permit organizations considered closely affiliated with college-related educational purposes to use facilities of the college at the lowest possible charge.

(6) College facilities may be used by other public or private educational institutions only insofar as they meet a community educational need not being fulfilled by the community college district.

(7) The college does not wish to compete with private enterprise. Therefore, the use of buildings for commercial-type entertainment, banquets, luncheons, and money raising events is discouraged.

(8) The college reserves the right to prohibit the use of college facilities by groups, or activities, which are secret, which are of a private nature, or which restrict membership or attendance, in a manner inconsistent with the public and non-discriminatory character of the college set forth in its written policies and commitments. Subversive organizations as defined and listed by the Attorney General of the United States shall not be eligible to use college facilities.

(9) Use agreements shall not be entered into for any use which, in the judgment of the college may be in any way prejudicial to the best interest of the college or the educational program, or for which satisfactory sponsorship or adequate adult supervision is not provided. Proper police and fire protection shall be provided by the organization when required by the college.

[Statutory Authority: RCW 28B.50.140 and 34.05.356. 01-02-043, § 132E-137-010, filed 12/28/00, effective 1/28/01. Statutory Authority: RCW 28B.19.020, 28B.50.140(13) and chapter 28B.50 RCW. 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-010, filed 6/18/87.]

WAC 132E-137-020 Licensee's responsibility. (1) Those wishing to use college facilities must complete the use agreement form and submit it to the college facilities maintenance office or his designee. The licensee shall accept responsibility for any damage done to the college's property. Completion of the college facility use agreement shall constitute acceptance by the licensee of the responsibilities stated herein and willingness to comply with all rules and regulations regarding the use of college facilities as prescribed by the college. If the use of the facility is not as represented on the agreement form, an additional charge may be made. In the event of property damage, the licensee shall accept and pay the college's estimate of the amount of damage. The college may require posting of a bond.

(2) Adult leaders of using organizations shall remain with their groups during all activities, and be responsible for the conduct of their group.

(3) All organizations and groups eligible for waiver of use fee will be required to clean and put in order any facility utilized prior to leaving the facility. Custodial services will be provided by the college. The college reserves the right to charge custodial fees to the licensee, if additional clean up or maintenance is required.

(4) In the event of cancellation, licensee may be required to reimburse the college for preparation expenses.

[Statutory Authority: RCW 28B.50.140 and 34.05.356. 01-02-043, § 132E-137-020, filed 12/28/00, effective 1/28/01. Statutory Authority: RCW 28B.19.020, 28B.50.140(13) and chapter 28B.50 RCW. 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-020, filed 6/18/87.]

WAC 132E-137-030 Attendants needed. (1) The college reserves the right to require that college staff member(s) be present at any meeting or event held in college facilities.

(2) A custodian or other authorized member of the college staff shall be available on campus at all times when college facilities are in use by any group. He/she should be contacted to correct problems in the operation of any facility in use. He/she will be alert to discover any damage or misuse of the premises and will report same immediately to the licensee and college. If custodial services beyond that normally scheduled is required as a result of any meeting, such time shall be paid by the licensee at the currently established rate, which may include overtime.

(3) When the use of special facilities or equipment makes it necessary that supervision or technical assistance be provided, a college-employed supervisor or technician shall be assigned as required by the college. Such services shall be paid for by the licensee at the currently established rate, which may include overtime.

(4) The college reserves the right to require a campus security officer to be present at a scheduled event.

(5) The college reserves the right to charge for costs incurred for providing these services.

[Statutory Authority: RCW 28B.19.020, 28B.50.140(13) and chapter 28B.50 RCW. 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-030, filed 6/18/87.]

WAC 132E-137-040 Restrictions. (1) No decorations or the application of materials to walls, ceilings, or floors shall be permitted which will mar, deface, or injure these surfaces. The licensee is required to arrange for the disposal of decorations, materials, equipment, furnishings, or rubbish left after the use of college facilities; otherwise they will be billed for any expense involved.

(2) Profane or other improper language, or the use of intoxicating beverages, drugs, or other controlled substances, or any other conduct which is objectionable in the judgment of the college shall not be allowed. Smoking shall be limited to those areas which are specified by the college.

(3) Games of chance and lotteries shall not be permitted except as prescribed by law and with prior approval of the college.

(4) Standard approved gym shoes shall be required for all indoor activity type games such as basketball, volleyball, badminton, etc.

(5) Keys to buildings or facilities shall not be issued or loaned on any occasion to the licensee. Doors will be opened and locked by custodians, or other authorized college personnel.

(6) College-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 college is satisfied that a competent operator is in charge. Charges for equipment rental and operation may be required.

(7) All shifting of furniture and equipment shall be done under supervision of a college custodian.

(8) Use of the facilities or premises shall be in full compliance with federal and state law, as well as county and city rules or ordinances; any use to the contrary shall be grounds for immediate cancellation of this agreement.

[Statutory Authority: RCW 28B.19.020, 28B.50.140(13) and chapter 28B.50 RCW. 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-040, filed 6/18/87.]

WAC 132E-137-050 Nonassignment and cancellation. (1) This use agreement shall be nonassignable. Only the licensee as named in the use agreement shall use the facilities.

(2) The college reserves the right to cancel this agreement at any time and to refund any payment made to the college for the use of the college facilities and equipment when it deems such action advisable and in the best interests of the college.

(3) Events scheduled more than one academic quarter (3 months) in advance, may be cancelled by the college for scheduling of priority college events.

[Statutory Authority: RCW 28B.19.020, 28B.50.140(13) and chapter 28B.50 RCW. 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-050, filed 6/18/87.]

WAC 132E-137-060 Release of claims/holds harmless. (1) In consideration of the permission granted to licensee and the minimal fee charged by the college for the use of its facilities, licensee hereby and forever releases the college and its agents, employees, or officers from all debts, claims, demands, damages, actions, and causes of action whatsoever, which licensee may now have or may hereafter have, as a result of the uses of said facility.

(2) The licensee further agrees to protect, indemnify, and hold harmless the district, 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 contemplated by this application.

[Statutory Authority: RCW 28B.19.020, 28B.50.140(13) and chapter 28B.50 RCW. 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-060, filed 6/18/87.]

WAC 132E-137-070 Use fees. (1) The use fee depends on the purpose of the activity and the nature of the group using the facility.

(2) Specialized areas such as laboratories, shops, or other specialized facilities require special arrangements. The rates and conditions will be based upon careful analysis by the college of the needs, experience, and capabilities of the licensee.

(3) Fee category:

	NONPROFIT ACTIVITIES	FUND-RAISING ACTIVITIES
College Related or College Sponsored Groups	Fee Waived	Fee Waived
Public, Nonprofit Organizations	Category I	Category I Plus 10%
Private, Profit Organizations	Category II	Category II Plus 30%

(4) Fee waived means that no charge will be made for use of the facilities, but additional charges may be made for specific services, equipment and/or as the college's rental fee schedule dictates.

(5) Category I or Category II charges will be determined by the college after evaluating the nature of the proposed

activity. The college's rental fee schedule shows the fee rates for Category I and Category II.

(6) Additional charges may be added to any of the above three categories and include supervision and/or security staff, above normal or overtime custodial help when required, above normal set up costs, hauling or handling equipment, use of projectors or other equipment, audio visual equipment, equipment operators, repair or damage, or other costs as determined by the college.

(7) All charges shall be paid to the college facilities office. All basic and service charges shall be paid in advance. Additional charges for damages shall be billed directly to the licensee. College employees are paid directly by the college, not the licensee.

[Statutory Authority: RCW 28B.19.020, 28B.50.140(13) and chapter 28B.50 RCW. 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-070, filed 6/18/87.]