

# **COMMUNITY COLLEGE OF ALLEGHENY COUNTY**

## **FACILITIES USAGE AGREEMENT**

### **SECTION A - General Policy Covering the Use of the Facilities:**

Use of Community College of Allegheny County facilities is subject to the Community College of Allegheny County Regulations (Reference: CCAC Regulations, Article VII Facilities Management).

The parties to this agreement are Community College of Allegheny County, hereinafter referred to as the COLLEGE; and the organization contracting to use the COLLEGE facilities, hereinafter referred to as the USER.

1. The COLLEGE will have first priority for the use of COLLEGE facilities. However, COLLEGE may allow the rental of its facilities, when those facilities are not in use for student classes or COLLEGE activities.

The COLLEGE does not reserve or rent space that conflicts or promotes a conflict of interest with a COLLEGE program or previously scheduled course.

2. Before a COLLEGE facility may be used, the Facility Usage Agreement/Application (Appendix A) must be completed, signed and approved, and proper liability insurance demonstrated as outlined herein, including a certificate of insurance, naming Community College of Allegheny County as additional insured, submitted to the office of the Dean of Administration/Facility Coordinator.

3. The Facility Usage Agreement shall not be entered into for any use that, in the judgment of the COLLEGE, may be in any way prejudicial to the best interest of the COLLEGE or for which adequate adult supervision is not provided. The COLLEGE reserves the right to determine the minimum needs and requirements for each activity as to support services and supervision.

4. Applications for Facilities Usage must be made to the Facility Coordinator/office of the Dean of Administration at least three weeks prior to the time of requested use.

### **SECTION B – User's Responsibility:**

1. The USER shall be responsible for all damage to College property, buildings, grounds, fields, and equipment caused by participants, attendees, and/or third parties. The user shall make no temporary or permanent modifications to the property without prior written consent of the College.

2. The USER agrees to use and occupy the facility in accordance with all COLLEGE policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes and capacity limits.

3. USER is responsible for providing all necessary and appropriate safety instructions to all participants and attendees at USER's activity.

4. For Delivery and Set up the USER agrees to have a person present for load in and load out. The COLLEGE will not sign for any items shipped for the USER nor take any responsibility for them.

USER's Initials \_\_\_\_\_

5. The property or facilities must be left in a thoroughly clean condition and all furniture returned to their original positions, debris removed, windows closed, lights turned off, and equipment returned to lender. Performance of clean-up by the Community College will not diminish any liability for damages. USER must remove all stage props, supplies, and materials used in conjunction with event within 2 hours of event date. Any property remaining after ten days from the last day of use hereunder, will be deemed abandoned and shall become property of the COLLEGE to be disposed of or utilized at COLLEGE's sole discretion.

#### **SECTION C – Restrictions:**

1. The USER shall not use Community College of Allegheny County's name, insignia, logo, pictures, or other material that might create the impression of association, affiliation, partnership, or joint venture, without the prior written permission of the COLLEGE. The User may use the name of Community College of Allegheny County in its publicity of an event location as long as such use is not misleading with regard to sponsorship. When advertising is used, the College must approve the text or planned advertisement. The said advertisement must stipulate the Community College of Allegheny County has provided its facilities as a public service and is not a sponsor nor responsible for views and/or opinions of sponsors or members of the organization/individual.

2. No college visitor, employee, or student is permitted to use any smoke or tobacco product, including vaping products, at any time, including during non-college hours, in any facility and on any COLLEGE grounds or property – including athletic fields and parking lots owned or leased by the COLLEGE.

3. USER agrees that its use will be orderly, and no alcoholic beverages will be sold or consumed during use of the COLLEGE's facilities, and that all laws of Pennsylvania and all COLLEGE policies and regulations will be fully observed.

4. The USER will not engage in sales or solicitation of sales of goods or services except as described in the "Purpose of Use" section of Agreement. Community College of Allegheny County facilities may not be used for any profit making activities.

5. All portions of the sidewalks, entries, doors, passages, vestibules, halls corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by the USER and shall not be used for any purpose others than ingress or egress from premises.

6. USER understands that COLLEGE reserves the right to control and manage the facility and to enforce all necessary and proper rules for the management and operation of the same. The COLLEGE, its employees, and its agents shall have free access at all times to all spaces occupied by USER.

#### **SECTION D – Non-assignment and Cancellation:**

1. This Agreement is personal, and the USER shall not assign this Agreement nor allow any other person, group, or entity to use College facility(ies) during the scheduled time(s) without prior written consent of COLLEGE.

2. The COLLEGE may terminate this Agreement at any time in its discretion. If the COLLEGE terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or COLLEGE policies or regulations, the USER is obligated to make full payment of all fees under this Agreement. Otherwise, termination by the COLLEGE shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used less any expenses incurred by the COLLEGE.

3. If the property is rendered unsuitable for the conduct of the USER's activity by reason of Force Majeure, the COLLEGE and the USER are released from their obligation under this Agreement. Force Majeure shall mean fire, earthquake, hurricane, flood, act of nature, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the COLLEGE.

#### **SECTION E – Insurance Requirements and release of claims:**

The user shall procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense during the entire period of use of the Community College of Allegheny County's facilities under this Agreement, the types and amounts of insurance listed below with insurance companies having a Best's Rating of not less than A-, VII.

**Commercial General Liability including third party property damage/Umbrella Liability.** In an amount not less than:

\$2,000,000 General Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence  
\$1,000,000 Product Liability

**Business Automobile Liability (Including non-owned and hired liability)** With a Combined Single Limit not less than:

\$1,000,000 Each Accident

**Worker's Compensation and Employer's Liability.** Workers' Compensation - Statutory Limits - Employer's Liability in an amount not less than:

\$1,000,000 Each Accident  
\$1,000,000 Disease - Policy Limit  
\$1,000,000 Disease - Each Employee

Note: Coverage shall be provided in accordance with the laws of the applicable State(s) where such Contract Services are performed.

The User agrees to hold Community College of Allegheny, Its Schools, officers, employees, agent, and board members harmless; and to defend and indemnify them from and against any and all claims, damages or liabilities, including attorney fees, that may arise directly or indirectly from the User's breach of any terms or conditions of this agreement or any acts or omissions in connection with the User's use of the College's facilities or services, whether caused by the User's actions or negligence, or the actions or negligence of the Colleges Parties, User's employee's, agents, contractors or any third parties in connection with this Agreement.

Furthermore, the User's policies shall provide that Community College of Allegheny County, Its Schools, officers, employees, agents and board members be named as an Additional Insured for User's full limits of coverage on a primary basis, but in no case less than the limits specified. Policies shall be endorsed with a waiver of subrogation clause to the extent the claim is or should have been covered by insurance. **This language needs to be included on the certificate of insurance.**

If Claims Made coverage is provided, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least 24 months after completion of the Contract Services.

Users providing required insurance must waive all rights against Community College of Allegheny County, affiliates and subsidiaries, all of their respective officers, directors, employees, and agents for recovery of damages to the extent these damages are covered by the above referenced insurance.

## **SECTION F – FEES**

All fees will be paid by check and made payable to: "Community College of Allegheny County"

All fees shall be in the office of the Dean of Administration/Facility Coordinator no later than **one week** prior to the use of facilities. The insurance certificate must be in the Office of the Dean of Administration/Facility Coordinator no later than one week prior to the use of the facilities. Failure to do so will result in termination of the application and agreement.

The Dean of Administration/Facility Coordinator will assess all fees in accordance with the current fee schedule. Any requests for fee waivers must be made in writing and be turned in to the Facility Coordinator with the application. The Dean of Administration and/or Campus President will review the request and the final determination of costs will become part of the "Facilities Usage Agreement".

A cancellation fee of 25% of the original Facilities Usage Agreement may be assessed if cancellation occurs within 7 days of the event.

Need more information about CCAC?

See our Quick Facts page at <http://www.ccac.edu/default.aspx?id=137345>.

## Appendix A



# COMMUNITY COLLEGE OF ALLEGHENY COUNTY APPLICATION FOR FACILITIES USAGE AGREEMENT

Date of Application

Date(s) & Time of Event

Name of Applicant Organization

Contact Person

Organization Address

Address (if different)

City, State, Zip Code

City, State, Zip Code

Email Address

Phone Number

CCAC Space Being Requested

Purpose for Use of CCAC Space (Be Specific)

Estimated Attendance

Will money be transacted? ☐ Yes ☐ No

If Yes, explain:

Will food/beverage be served? ☐ Yes ☐ No

If Yes, explain:

Do you have special requirements? If Yes, specify:

Maintenance, Audio/Visual, Electrical, Parking, Furniture, etc.

Everyone requesting Media Services must complete the "**Media Services Equipment Request Form**" found on the ITS Media Services pages at:

[https://www.ccac.edu/uploadedFiles/Pages/For\\_Faculty\\_and\\_Staff/Information\\_Technology\\_Services\\_-\\_ITS-/ITS\\_Campus\\_Technology/Media%20Services%20Equipment%20Request%20Form.pdf](https://www.ccac.edu/uploadedFiles/Pages/For_Faculty_and_Staff/Information_Technology_Services_-_ITS-/ITS_Campus_Technology/Media%20Services%20Equipment%20Request%20Form.pdf)

NOTE: The Application for Facilities Usage Agreement must be submitted to the campus Facility Coordinator/Dean of Administration office at least (3) three weeks prior to the date of requested use. In addition to a completed Facilities Usage Agreement, User must submit a certificate of insurance with coverages outlined in this agreement and must name Community College of Allegheny County as additional insured.

**On behalf of the User, I certify that I have read the Community College of Allegheny County Facilities Usage Agreement and do hereby agree to abide by the terms of this agreement.**

Applicant's Signature

Date

Printed Name and Title

**Appendix A (Continued)****FACILITIES USAGE AGREEMENT FEE SCHEDULE**

Date(s) of Event: \_\_\_\_\_ Time (Start): \_\_\_\_\_ (End): \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time (Start): \_\_\_\_\_ (End): \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time (Start): \_\_\_\_\_ (End): \_\_\_\_\_

Area	**Non-Profit Entity Fee	For-Profit Entity Fee	# of Usages		Total Cost
Classroom (seats: 20-35)	\$70/usage*	\$140/usage*		=	\$
Presentation Classrooms (include PC/ data projector) Note: Certain restrictions apply; Technical support required Application for Network ID may be required	\$200/usage*	\$400/usage*		=	\$
Computer Labs Note: Certain restrictions apply; Technical support required Application for Network ID may be required	\$600/usage*	\$600/usage*		=	\$
Standard Conference Room Special Conference Room	\$70/usage* \$140/usage*	\$140/usage* \$280/usage*		=	\$
Gymnasium	\$140/usage*	\$280/usage*		=	\$
Allegheny Auditorium (seats 250) Boyce Performance Hall (seats 280) South Theatre (seats 321) Note: Certain restrictions apply	\$200/usage*	\$400/usage*		=	\$
<u>Special Space:</u>	\$	\$		=	\$
* Rates are based on a (4) four-hour usage. **Proof of Non-Profit Status must be submitted with application		FACILITIES SUBTOTAL			\$

Quoted fee includes routine or non-routine hours. If usage is not during normal operating hours, some, or all of the following charges will apply.

Service	Cost per hour (4 hour minimum)	# of hours		Total Charge
Custodial*	4 hour minimum @ \$32.00/hour		=	\$
Security Guard*	4 hour minimum @ \$25.00/hour		=	\$
Security Supervisor*	4 hour minimum @ \$31.00/hour		=	\$
Supervision/ Coordinator*	4 hour minimum @ \$40.00/hour		=	\$
Technical Support*	4 hour minimum @ \$34.00/hour		=	\$
*The provision of additional services is dependent on College departmental staffing; if the College is not able to provide the necessary services, facility usage may be denied.		SUPPORT SUBTOTAL		\$
<b>GRAND TOTAL</b>				\$

**NOTE:** The above may not represent all of the support services needed or available. The College reserves the right to make final determination of the total facility usage cost and the support services required, which will become the final "Facilities Usage Agreement". All fees are payable to "Community College of Allegheny County" and are due no later than one working day prior to use of facility.

OFFICIAL USE ONLY:		
Room(s) assigned:	Room Maximum Capacity:	Official Signature: