

Procedure 121-08 Use of Facilities

Sponsor: Business and Administrative Services

Purpose

The purpose of this procedure is to outline the use of College facilities consistent with Arizona Revised Statutes, the Arizona Administrative Code, and within established District Governing Board policy.

Definitions

<u>Concession</u>: Concession activity is defined as an outside vendor or individual charging for a service (typically mobile and off-premise catered food service) provided. This does not include catering that is free of charge to guests that has been secured by an event planner.

<u>Co-Sponsored Events</u>: An event in which an employee is an active participant (such as the Festival of Science) and will be present for the event.

<u>Events Group</u>: A work group made up of key events staff in the College: Facilities and Events Specialist Senior, Maintenance Supervisor, Executive Director of Facilities and Security, Chief College Security Officer, Assistant to the Provost, Career and Technical Analyst, IT Help Desk Manager, and the Assistant to the President.

<u>Event Planner:</u> The person(s) who are organizing and planning the event.

Facility: College buildings, other structures, land, or parking lots.

<u>Facility Use Agreement (FUA)</u>: A required document provided by the Director of Purchasing for the rental of any College facilities to a non-College entity that must be completed by the renter.

<u>Event Request Form:</u> Any event related forms the College may develop that are required to use College facilities.

<u>Long-term Facility Use Agreement</u>: A lease contract put in place when facility use rental is no less than six (6) consecutive months.

Procedure

This procedure provides an outline of the steps required for use of Coconino Community College facilities for internal and external event planners. Event planners and their guests are required to abide by this procedure as well as all other College policies and procedures.

The use of College facilities is the use of a public resource. Therefore, facility use by non-College parties or College employees for personal, business or non-College activities must be consistent with state law, and these policies and procedures.

The Executive Director of Facilities and Security is responsible for administering this procedure, applicable laws, College policies relating to facility use, and for annually recommending appropriate charges.

Facility Rental

Coconino Community College divides rentals into three categories as follows:

- 1. College Any activity in which the College is the sole sponsor or an approved and publicized cosponsor. See the section on Fee Reductions and Co-Sponsored Events for additional details on requirements for co-sponsored events.
- 2. Non-Profit An organization that has a Federal 501(C) (3) tax exempt status.
- 3. Government and/or educational agency.

<u>For Profit - Private individuals and commercial organizations.</u>

Scheduling

All College and non-College activities are scheduled through the Facilities and Security Department except for classroom use for credit or non-credit course scheduling. The College encourages event planners to submit their Event Request Form as soon as a date has been determined for their event and no less than ten (10) business days prior to the event unless in the first and last week of the Fall or Spring semester (see Scheduling for details). Facility use requests are considered on a first come, first served basis. If an event has already been scheduled and approved on the date requested, the approved event will have priority. Events may not be moved unless event planners agree to the change in dates, or a situation occurs that is beyond the College's control.

An Event Request Form is not required to schedule a regular College class (credit or non-credit) or a College meeting unless the event requires assistance from another department (i.e. IT, Security, or Facilities) or includes food service. All other events (internal and external) must complete the events process below. Events are approved on a first come, first served basis and the Events Group is the final decision authority for approval/non-approval of an event.

- 1. A completed Event Request Form initiates the scheduling process when submitted to the Facilities and Security Department and must be submitted no less than ten (10) business days prior to the event. Please note:
 - a. Events occurring the first or last week of a semester must be submitted no less than twenty-eight (28) days prior to the event.
 - b. If extenuating circumstances prevent the event planner from submitting an event within the required timeline, the event may still be considered. The event planner may be asked to complete a Request to Waive the Notification Period for an Event to ensure that all departments have the appropriate staffing and resources to adequately prepare for the event.
 - c. Requests may be denied due if the use poses a threat to the health and safety of students, staff, or others, or if the proposed use is likely to substantially interfere or compete with normal College operations.
- 2. Event planners should consider College operations when planning an event. Please make sure that events happening during the College's posted business hours allow standard operations of the College to continue. As an example, if sound levels for an event in the Lone Tree Commons would make it difficult to talk to a student on the phone in the Registration area, event planners may be asked to turn down the volume.
- External events will only be allowed to occur during the College's standard business hours.
 Requests that exceed normal hours will be asked to adjust accordingly unless a special exemption is granted by the events group.

- 4. To ensure the best possible event experience, the Facilities and Security Department will not schedule events simultaneously in the Lone Tree Commons and the Lone Tree Board Room.
- 5. Event requests will be reviewed by the Events Group to ensure adequate staffing and equipment availability.
- 6. Event planners may be asked to modify their event requests to reduce staff time necessary for the event or to use the College's existing equipment/software. Additionally, last-minute requests for programming changes for may not be considered due to resource constraints on the College.
- 7. Once an event request has been approved, the date may not be changed within two weeks of the event.
- 8. For requests that include the use of classroom space, please be aware of the following:
 - a. Classroom schedules are not available until approximately two weeks before the start of each term. Event requests that include use of a classroom cannot be confirmed or approved until that time.
 - b. Since the College's primary goal is to provide instructional related activities, all classes will take priority over other requests for classroom space. Classes may not be moved from classrooms without the approval of Academic and Student Affairs.
 - c. Academic and Student Affairs will determine classroom assignments.
 - d. Computer classrooms will not be scheduled for events during the two (2) weeks prior to Spring and Fall semesters unless approved by the Event group.
- 9. Carnival-style external requests will not be considered.
- 10. A Facility Use Agreement (FUA) must be signed by the renter for all external event requests.
- 11. A long-term Facility Use Agreement must be submitted and signed if the College facility will be used for a period of no less than six (6) continuous months.
 - a. The Director of Purchasing and Auxiliary Services will facilitate all long-term Facility Use Agreements.

A master calendar listing the details of each event and the contact information of the event planner shall be made accessible to each campus and instructional site..

Gift of Public Funds

A gift of public funds may be considered if the two following conditions are met:

- 1. It is for a public purpose, and
- 2. The value to be received by the public is not "grossly disproportionate" to the consideration being paid by the public.

The College may rent or lease its facilities to any person, group, or organization for any purpose in the community's interest. The College will charge a reasonable use fee for the rental of College facilities.

Charges for Facility Use

Non-College rentals must pay fair market rental fees. Payment is required five (5) business days before the event date.

The Executive Director of Facilities and Security and the Facilities and Events Specialist Senior are responsible for recommending appropriate charges for the use of college facilities noted in the Facility Use Fee Schedule to the Executive Vice President/CFO annually.

Charges to College and non-College parties will be credited to the proper department and/or Campus budget. For example, if a facility use request involves charges for Security, those charges will be credited to the Security department budget.

The organization and/or internal department utilizing the facility and equipment assumes all liability and agree to make prompt restitution for any loss or damage occurring during the applicant's use of the facility, parking lot, and/or equipment.

Please refer to the Facility Use Fee Schedule for details on charges for facility rentals and related items.

Fee Reductions and Requirements for Co-Sponsored Events

Reduced rental fees require the completion of a Fee Reduction Request Form and Event Request Form and must be approved by the Executive Director of Facilities and Security. To be considered for a fee reduction, the event must meet at least three of the following conditions:

- 1. The activity for which the facility is to be used relates directly to the College's mission of education and training.
- 2. The value or benefit that the College receives from the activity is substantially equivalent to the amount of rent that the College is foregoing.
- 3. The event is for a professional organization in which the employee or District Governing Board member actively participates and whose objectives directly relate to the employee's work at the College or to the District Governing Board member's College responsibilities.
- 4. A College employee or District Governing Board member participates in and is responsible for managing the event.

Fee reductions may only be applied to facility use costs such as room or equipment rental fees that do not have a financial impact on the College. In instances where the College would have to pay for additional expenses, costs will be passed along to the event planner even if a fee reduction has been issued.

Examples of items that may incur additional costs include:

- 1. Staffing charges, i.e. after-hours charges for security, charges for IT staff to manage a sound system, etc.
- Custodial charges above and beyond the College's standard custodial contract, i.e. charges to clean a space after a weekend event, charges to clean a space after events with more than 100 people, etc.
- 3. After-hours energy use, i.e. additional utility charges related to opening a campus outside of normal operating hours for an event.
- 4. Any other event related cost that results in the College being charged, invoiced, or incurring costs outside of the College's normal budget.

Education, government, and non-profit entities who provide proof of eligibility will be given a 25% discount on Facility rental fees for the room, stage, tables, chairs, and other non-staffing related rental fees.

Advertising and Marketing

Advertisements must clearly state who is conducting the event and Coconino County Community College shall not be included other than in reference to location unless the College has agreed to be a co-sponsor for the event. Advertising for an event may not commence until your event request has been approved and the event has been scheduled.

Marketing Responsibilities for Co-Sponsored Event/Reduced Fee Event

If the College is a co-sponsor of an event, and some of the facility use fees have been reduced, event planners are required to:

1. List the College as a sponsor of the event.

- 2. Include an official College logo for any advertising distributed. Logos and official color palettes can be found at https://www.coconino.edu/logos.
- 3. Event may not be advertised until after the event has been fully approved by the Facilities and Security Department.

In the instance an event is co-sponsored, the event planner/requestor is responsible for advertising and marketing of the event. The College's Marketing Department may be involved and will review requests for Marketing on a case-by-case basis.

Insurance Requirements

Before any non-College party may use the College facility it must supply a certificate of insurance evidencing insurance coverage and identifies the College as a certificate holder.

- The certificate must show insurance coverage from insurance companies licensed to do business in Arizona with a current A.M. Best Rating of A:VIII or better. The certificate must state that the insurance policy has been endorsed to name the College, and its agents, officers, officials, employees, and volunteers as additional insureds, except for worker's compensation and employer's liability insurance.
- Unless the Executive Director of Facilities and Security/CFO changes the insurance, coverage, and limits required, the Commercial general liability insurance shall have minimum limits of \$1,000,000 per occurrence, and occupant shall provide district with a certificate evidencing such coverage is in effect.
- 3. Insurance requirements may be waived by the Director of Purchasing and Auxiliary Services when an event poses little risk to the College, does not involve food service, or is co-sponsored.
- 4. Information tables do not require submission of a certificate of insurance.
- 5. For events that include the service or sale of alcohol, please see the section titled "Alcohol Service at Events" for additional insurance requirements related to alcohol service.

Commercial Solicitation, Food Service, and Concessions

For events that involve commercial solicitation, vendors must also comply with Procedure 120-03 Commercial Solicitation.

The College does not provide catering services. The College requires the use of a professional caterer, restaurant, or other professional food service for events that are open to the public or that serve students. Alternately, organizations may serve prepackaged food and drink items. See CCC Food Safety Quick Guide for more information.

Exceptions:

- 1. Pizza(s) purchased from a licensed food service provider can be distributed by slices to the public, provided the pizza(s) are protected at all times from unnecessary handling and contamination, i.e., gloves must be worn by servers and pizza(s) refrigerated as needed.
- 2. Baked goods purchased from a licensed food service provider can be distributed individually to the public, provided they are protected at all times from unnecessary handling and contamination, i.e., gloves must be worn by servers and items refrigerated as needed.

Concession activity must obtain specific authorization from the Director of Purchasing and Auxiliary Services. To be approved for concession activities, the requestor must adhere to the following guidelines:

- 1. Concession activity requires all vendors and concessioners to hold applicable permits.
- 2. A certificate of insurance with a minimum limit of \$2,000,000 per occurrence that identifies the College as a certificate holder must be provided.

Conduct

Users must abide by Procedure 121-05 Alcohol, Illegal Drug and Weapons Offenses and all other items contained in the Guidelines for Facility Use (see Appendix B, Use of Facilities: Guidelines for Event Planners).

Alcohol Service at Events

Alcohol may be served or sold at events in Coconino Community College ("CCC") facilities with approval from the Executive Director of Facilities and Security. Alcohol service must comply with all applicable local ordinances, Arizona Statutes, federal laws, and College requirements.

Not less than 30 days before the event, event planners must submit all alcohol related paperwork including written approval from the Executive Director of Facilities and Security, in the form of an Alcohol Service Request Form. Event planners must also submit the applicable certificates of insurance, liquor licenses, a security plan, indemnification agreement, and any other documentation required for the sale and/or service of alcohol.

Alcohol serving events must:

- 1. Have the express written consent of the Executive Director of Facilities and Security or approved designee, i.e., a properly executed Alcohol Restriction Waiver Request Form.
- 2. Use bartenders or other service providers (the "Alcohol Service Provider") who have completed the Arizona Department of Liquor License and Control TIPS Alcohol Training Course, or who have been paid to work as bartenders for at least three years.
 - a. The Alcohol Service Provider must procure, at its expense, and maintain during the term thereof, a liquor liability insurance policy "Dram Shop Insurance" against claims for bodily injury, death, or property damage occurring in connection with the furnishing of alcohol at the event.
 - b. The policy shall name the College as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of the College. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence.
 - c. The Alcohol Service Provider shall not exclude claims and legal actions arising from dram shop liability and shall provide the College with a certificate evidencing that such insurance coverage is in effect.
- 3. Provide a security plan to the Executive Director of Facilities and Security. The goal of the security plan is to minimize any liability incurred by serving alcohol. A minimum of two College Security staff members must be on campus during the event unless an exception has been granted by the Executive Director of Facilities and Security. Event planners are responsible for any additional Security staffing costs needed to meet this requirement.

For events where alcohol will be sold, the organization sponsoring the event must also:

- 1. Obtain all necessary liquor licenses from the Arizona Department of Liquor Licenses and Control.
- 2. Purchase its own separate public liquor liability insurance coverage (Dram Shop Policy) with the requirements outlined in Items 2 a-c above.

For all events that include alcohol:

- 1. Alcohol may not be served to or consumed by anyone under the age of 21.
- 2. Alcohol may not be consumed outside the boundaries of the event. It is the responsibility of the event's host or sponsor to demarcate the event's boundaries.
- 3. Alcohol may not be served to anyone who is visibly under the influence of alcohol or who reasonably appears to be intoxicated or otherwise impaired.
- 4. College employees may not serve alcohol.

- 5. Public funds may not be used to purchase and/or otherwise be connected or used to service alcoholic beverages.
- 6. Besides assuming all risk and liability for damages and injuries, a party seeking approval to serve or sell alcohol shall agree to indemnify the College to the greatest extent permitted by law.

Parking

Please refer to the Event Request Form and/or the Facility Use Fee Schedule to identify parking procedures and fees.

Cancellation

The College reserves the right to cancel any reservation if deemed to be in its best interest to do so. The College will not be responsible for financial loss to a potential user if such cancellation is communicated at least five (5) business days before the scheduled facility use.

If payment is not received five (5) business days prior to the event, the contract and event may be canceled at the expense of the event requestor.

In the event the requestor fails to cancel five (5) business days before a scheduled event, the requestor may be charged a cancellation fee (see Facility Use Fee Schedule).

Refund: Except as expressly provided or previously agreed upon, all fees paid are non-refundable. Force Majeure: Neither party shall be in breach of this Procedure, nor liable for delay in performing or failure to perform any of its obligations as outlined in this Procedure, if such delay or failure result from unforeseeable events, circumstances, or causes beyond its reasonable control, including, but not limited to: natural hazards or acts of nature (such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

References

Procedural Guidelines Procedure 121-05

Procedure History

10/07/2003 New
06/20/2006 Revised
03/11/2010 Reformatted
12/01/2014 Revised
11/20/2020 Revised and approved by Executive Leadership Council 08/28/2025 Revised and approved by President's Cabinet

Legal Review

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