

**WAC 132E-137-010 Facilities use.** The building and grounds of Everett Community College are designed for educational purposes. The college does not wish to compete with private enterprise. As a partner in our community, Everett Community College allows the citizens of the district community college service area to use college facilities, provided that the use 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.

The college reserves the right to reject any application for use of college facilities.

The college reserves the right to prohibit the use of college facilities by groups or activities, which are secret, of a private nature, or which restrict membership or attendance, in a manner inconsistent with the public and nondiscriminatory organizations as defined and listed by the Attorney General of the United States. Facilities shall not be made available for any use which might result in any undue damage or wear.

No use shall be permitted which interferes with the primary educational purpose of the college 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.

Before a college facility may be used, a college facility use agreement must be completed and submitted to the conference services office. Forms may be obtained from the conference services office. Agreements not completed at least fourteen business days prior to the date of intended use may be denied.

#### **Use of Facilities for First Amendment Activities**

The purpose of the time, place and manner regulations set forth in this policy is to establish procedures and reasonable controls for the use of college facilities for both college and noncollege groups. It is intended to balance both the college's responsibility to fulfill its mission as state educational institution of Washington along with the interests of college groups and noncollege groups who are interested in using the campus for purposes of constitutionally protected speech, assembly or expression.

The activity must be conducted such that usual ingress or egress to the college, college buildings or facilities, or college activities continues unimpeded.

The activity must not create safety hazards or pose safety risks to others.

The activity must not substantially infringe on the rights and privileges of college students, employees, or invitees to the college.

Users must follow the facility use policy with respect to paying for any damages and/or extra staff required for facility cleanup or repair.

#### **Facility Damage**

The user of the facility shall accept responsibility for any damage done to the college's property. In the event of property damage, the user shall accept and pay the college's estimate of the amount of damage.

Custodial services will be provided by the college. The college reserves the right to charge an additional custodial fee if extra cleaning is required.

If the facility is used differently than the original request, the college may charge an additional fee.

### **Supervision**

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.

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

When the college requires its employees to attend a scheduled event, the user shall be charged the amount covering the employees' compensation.

When minors are part of an event at EvCC, adult leaders shall actively supervise minors at all times.

### **Restrictions**

No decorations or the application of materials to walls, ceilings, or floors shall be permitted which will mar, deface, or injure these surfaces. The user is required to arrange for the disposal of decorations, materials, equipment, furnishings, or rubbish left after the use of college facilities.

Profane or other improper language, or the use of drugs or other controlled substances, or any other conduct which is objectionable in the judgment of the college shall not be allowed.

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

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

Keys to buildings or facilities may not be issued or loaned on any occasion to the user. Doors will be opened and locked by authorized college personnel.

College-owned equipment shall not be removed from buildings. Users wishing to use college media/IT equipment may be required to attend training on the use of that equipment prior to the date of the event.

### **Nonassignment and Cancellation**

Use of the facilities, equipment 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.

The college reserves the right to cancel this agreement at any time. The college may refund any advance payment made to the college for the use of the college facilities and equipment. The user may be required to reimburse the college for any preparation expenses.

This use agreement shall be nonassignable. Only the user as named in the use agreement shall use the facilities.

Events scheduled more than one academic quarter (three months) in advance, may be canceled by the college when college events take priority.

### **Release of Claims/Holds Harmless**

In consideration of the permission granted to user and the fee charged by the college for the use of its facilities or equipment, user hereby and forever releases the college and its agents, employees or officers from all debts, claims, demands, actions and causes of ac-

tion whatsoever, which user may now have or may hereafter have, as a result of the uses of college facilities.

The user 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, equipment or premises contemplated by this application.

### **Use Fees**

The use fee is determined by the college based on the purpose of the activity and the nature of the group using the facility.

If fees are waived, no charge will be made for use of the facilities. Discounts and waivers apply to rental fees only. However, charges may be made for specific services or equipment, which may include charges for excessive use/damages as described above as well as charges for events resulting in staff overtime and setup services.

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 user.

The college's rental fee schedule shows the fee rates for category I and category II. The current fee schedule is available on the college's website: [www.everettcc.edu](http://www.everettcc.edu)

	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%

\*As a consideration for the waiving of rental fees, for all college related or college sponsored groups, the college will require an opportunity for marketing the college to the group.

### **Payment**

All payments shall be made at least two weeks prior to the event. The college may make other arrangements for payment at its discretion.

Payments shall be made, either in person or via phone, to the college cashier's office.

Additional charges for damages shall be billed directly to the user, and shall be paid within thirty days of the date of the invoice.

[Statutory Authority: RCW 28B.50.140. WSR 16-08-119, § 132E-137-010, filed 4/6/16, effective 5/7/16. Statutory Authority: RCW 28B.50.140 and 34.05.356. WSR 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. WSR 87-14-001 (Order 87-6-5, Resolution No. 87-6-5), § 132E-137-010, filed 6/18/87.]