

# DAVIDSON-DAVIE COMMUNITY COLLEGE

Administrative

## **FACILITY USE**

### PROCEDURE 2.2.3.1

The following procedures shall be used when student groups, college affiliated groups and third party groups use the College's facilities:

#### **I. Groups Permitted to Use the College's Facilities and Grounds**

##### **A. Permitted Groups**

The following groups (hereinafter referred to as "User" or "Users") shall be permitted to use the College's facilities and grounds:

1. Student groups and College affiliated groups;
2. Governmental entities, including current elected officials for "town-hall" style meetings;
3. Non-profit entities;
4. Community groups/organizations; and
5. For-profit entities for non-revenue generating events (e.g., banquets, awards presentations, charity fundraisers, etc.).

Any use of the College's facilities must be in furtherance of the College's educational purposes or are in promotion of the community's cultural and educational welfare and do not compete with any classes or events that are offered or could be offered by the College. For-profit businesses may not use the facilities for for-profit business activities or in violation of the N.C.G.S. § 66-58.

##### **B. Priority**

The College maintains the right to reserve and use any of its facilities at any time, with or without prior notice, for its use and such use will take priority over any other use. Individuals or groups that participate in speech not protected by the First Amendment, that engage in activity which causes a material and substantial disruption to the College educational environment and/or operations or conduct or activities that are contrary to the College's educational mission or are in competition with the College shall not be

allowed to use the College's facilities for any reason. Except in special circumstances, the College will not reserve a space more than three (3) months before the event.

## **II. Rules and Procedures Governing Uses of College Facilities**

- A.** The College's educational program has priority at all times. No activities will be scheduled for a use which interferes with the College's instructional programs or activities.
- B.** The use of any College property shall be under the direction of an authorized member of the College staff. Facility Use Reservation Agreements ("Agreements") must be used for every Non-College facility use.
- C.** The College reserves the right to deny the use of a facility if there is a reasonable belief that such use would interfere with the normal operations of the College or such use would otherwise violate the College's policies or these procedures.
- D.** Completed Agreements must be submitted to the College at least two (2) weeks in advance of the proposed use. Facilities will not be reserved/scheduled until the College's educational programs have been scheduled for that academic term. The President may, in his/her discretion, allow for reservation/scheduling for a longer period.
- E.** Keys to College buildings shall only be assigned and opened by College employees.
- F.** Tobacco use is not permitted anywhere on the College campus. For more information, see Policy 2.2.1 – Tobacco Free Campus.
- G.** Drinking or possession of alcohol and/or unauthorized controlled substances on the College campus is prohibited. For more information, See Policy 2.1.6 – Alcohol and Drugs on Campus. In limited situations, alcoholic beverages may be allowed pursuant to Policy 2.2.5 – Use of Alcohol at Campus Events
- H.** Youth or children's groups shall be adequately supervised by responsible adults provided by the sponsoring organization.
- I.** College furniture, and/or equipment shall not be removed, altered, re-arranged or displaced without permission from an authorized College employee.
- J.** User shall be responsible for the payment of any and all damages to the College's buildings, furnishings, fixtures or equipment whether caused by User or his/her patrons. Nothing shall be affixed to any walls, curtains, seating or other surfaces in any building without the College's prior written permission.

- K.** Authorization shall be given for entrance to specific areas only and use of specific facilities only within a building.
- L.** Agreements shall be revoked by the College when the use interferes with regular College use, when facilities are misused by the User or when the foregoing rules and procedures are violated. Future use shall not be considered for organizations which have misused facilities.
- M.** As a condition for use of the facilities, the College requires compensation for additional campus resource officers, cleaning personnel or other staff members deemed by the College to be necessary for use of the facilities.
- N.** The College requires proof of liability insurance by the User based on the risks involved in the intended use. The College must be listed as an additional insured on the liability insurance policy. Further, Users shall be required to sign an indemnity agreement in favor of the College.
- O.** In the event of a theatrical performance, the College shall require proof of copyright license fee payment, to include royalty fees for play production and for any music used in the production.
- P.** Organizations using College facilities and planning for catering services must receive College approval in advance. Any contract for the provision of catering services shall be between the User and the caterer.
- Q.** User shall not advertise any performance or the appearance of any performer prior to executing the Agreement with the College.
- R.** The College reserves the right to request that rental and service fees be paid in advance for use of facilities.
- S.** The Agreement should include all technical requirements, plans, ideas and program content pertaining to the event. All equipment brought in by the User will be inspected by a College official to ensure safety and the College will have the final approval and authority for the use of such equipment.
- T.** No collections of donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without the College's prior written approval.
- U.** Persons will not be permitted inside any room in excess of the established seating capacity. No additional chairs may be placed in the hall, hallways or any other

portion of the facility open to the public. No standing room may be utilized, nor is anyone permitted to sit in any aisle.

- V. The User agrees that no recording, either visual or audio, of any kind will be made of the event without prior written approval from the College. The College has the right to require payment for said privilege. The College has the right to record any event conducted in the College's facilities.
- W. Move out must be completed no later than one half hour after the scheduled end time of the event. Failure to comply with the move out deadline may result in the User's effects being considered abandoned property and may be disposed of by the College.
- X. Attendance at any event may not be restricted on the basis of race, color, sex, gender, religious affiliation, national origin, or disability.
- Y. Eating and drinking are not permitted in classrooms, laboratories, shops, the Learning Resources Center, and the Bookstore.

### III. Rental and Service Fees

Rental and service fees are established herein for use of the College's facilities by governmental entities, non-profit entities, community groups/organizations and for-profit entities. The President may waive the rental and/or service fees for all entities and individuals except for-profit entities.

- A. **Facility Rental Fees and Service Fees.** Fees can be viewed on the [Rental Fees and Services Page](#) on the Davidson-Davie website.

### IV. Additional Operating Procedures for the College Conference Center

The following procedures and rules apply to the renting of the College Conference Center.

#### C. Rental and Fees

1. All events at the Conference Center must be booked through the Coordinator, Conference Center & Campus Events by completing and submitting an Event Request Form. Event requests should be submitted at least three (3) weeks prior to the date requested. You will be notified of availability via e-mail within three (3) business days.
2. A non-refundable deposit in the amount equal to 50% of the total estimated rental charges, a \$200 refundable security deposit, and a signed

contract are required within one (1) week of written confirmation from the Coordinator, Conference Center & Campus Events.

3. A confirmed reservation will automatically drop should the deposit and contract not be received within one (1) week. The balance of the total rental charges are required to be paid at least one (1) week prior to the scheduled event. The College accepts MasterCard, Visa, Discover, Check, or Money Order.
  4. Room assignments are made according to the estimated number of guests. If there are changes in the number of expected guests, the Conference Center reserves the right to reassign the event to a different room, which is suitable for the number of guaranteed guests.
  5. The Conference Center has a variety of technical equipment available for use in the building. If an event requires full-time technical support, an hourly rate of \$50 will be applied.
- D. Food and Catering.** All food (except wedding cakes) must be purchased through one of the College's approved catering companies. No food may be brought into the building by any other source. The Coordinator, Conference Center & Campus Events will work with each User to determine their food and beverage needs. If necessary, a meeting will be arranged between the Caterer, the User and the Coordinator, Conference Center & Campus Events to discuss food and beverage needs.
- E. Logistics.** The Coordinator, Conference Center & Campus Events will coordinate all room set-ups with the College's Physical Plant Services Department. Once the meeting room has been set, the Conference Center does not have staff to change the set-up. The User may change the set-up of tables and chairs itself as necessary; however, all tables and chairs must remain within the conference rooms and may not be moved into the hallways or any other location within the building.
- F. Alcohol Service.** See Policy 2.2.5 – *Use of Alcohol at Campus Events*
- G. Music.** A User may hire its own DJ or music group for events held outside of normal College business hours. All music must end by 11:30 p.m. DJ's and music groups are responsible for all set-up and takedown of their equipment. All equipment must be removed from the building within 10 minutes of the scheduled end time. All music groups and DJ's must be approved by the Coordinator, Conference Center & Campus Events. All amplified sound must meet any applicable Davidson County noise ordinance. All music should be respectful of a college atmosphere and should be in keeping with the College's educational mission. The College reserves the right to refuse to allow music that is vulgar, lewd or obscene.

- H. Wedding and Wedding Receptions.** Weddings and wedding receptions will be charged a flat rate of \$1,000 for external Users and \$500 for faculty, staff, students and registered alumni. Additionally, use of the Conference Center for weddings and receptions will only be offered during weekends from May through August, beginning with the first weekend following commencement and ending the last weekend prior to the start of classes.

Wedding and/or wedding reception procedures include the following:

1. Use of the 2nd floor of the Conference Center the Friday before and Monday after event from 8:00 a.m. – 5:00 p.m. for set-up, decorating and tear down. All decorations and tear down must be completed within one hour following the event.
2. Wedding ceremonies will be allotted four (4) hours on the event date. The building will be opened two (2) hours prior to the start time of the event and closed two (2) hours after the start time.
3. Wedding receptions will be allotted six (6) hours on the event date. The building will be opened two (2) hours prior to the start time of the event and closed four (4) hours after the start time.
4. Both ceremony and reception will be allotted eight (8) hours on the event date. The building will be opened two (2) hours prior to the start time of the wedding and close six (6) hours after the start time.
5. Users will incur an additional fee of \$50.00 per half hour should the event exceed the maximum allowable time.
6. The role of the Coordinator, Conference Center & Campus Events is to ensure that the bride and groom, their respective wedding parties and invited guests follow and adhere to the policies and procedures of the Conference Center. The Coordinator, Conference Center & Campus Events will also ensure that the facility is set according to specifications and coordinate with catering and outside vendors on set-up and breakdown times. The bride and groom must have a wedding planner who will, in consultation with the Coordinator, Conference Center & Campus Events, direct their wedding party during the rehearsal, ceremony and reception.

- I. Other Procedures and Rules for Conference Center Use.**

In addition to the rules and procedures in Section II above, the following rules will apply to the use of the Conference Center:

1. Attendance at any event held in the Conference Center must be by written invitation only. Events open to the public or by general announcement are prohibited, unless specifically approved by the Coordinator of Conference Center & Campus Events.
2. Anyone reserving the Conference Center must be the same User that will utilize the facility for the originally stated purpose.
3. At least one responsible person from the sponsoring organization must be present at the event from thirty (30) minutes prior to the starting time, until the event is completed.
4. The User is responsible for any and all damages to the building and its furnishings.
5. Events will be scheduled for no longer than two (2) days in length. Exceptions to this rule must be approved by the Coordinator, Conference Center & Community Engagement.
6. Shoes and shirts are required at all events.
7. No posters, charts, signs, decorations or other items are allowed to be attached to walls, doors, pillars, stairways or hung from the ceiling or light fixtures inside or upon the exterior of the Conference Center.
8. The throwing of rice, bird seed, silly string or confetti is not permitted inside the Conference Center. No soap bubbles are permitted inside the Conference Center.
9. No animals are allowed inside the Conference Center or on the Conference Center grounds, except those used by persons with disabilities, in accordance with College policy.
10. The College is not responsible for damages or injury to persons caused by a User's arrangement with florists, bands or musicians, rental agencies or other outside contractors.
11. The College is not responsible for lost or stolen items.

- 12.** The College is not responsible for disturbances during the event from outside noise.
- 13.** No open flames (including candles) are allowed inside or outside the Conference Center in compliance with state fire regulations.
- 14.** In the event of severe weather, the Conference Center will make every attempt to remain open. If you intend to cancel or postpone your event due to weather conditions, please call by 7:30 a.m. on the day of your event and discuss your plans with the Coordinator, Conference Center & Community Engagement. The Conference Center will close when the College closes.
- 15.** Parking conditions adequate to accommodate all event attendees are not guaranteed.
- 16.** The College reserves the right to decline service to any organization whose purpose in utilizing the Conference Center is incompatible with the educational mission of the College.
- 17.** The College has first priority to the Conference Center facilities for college purposes.

Adopted: October 2020