

## **MOTLOW STATE COMMUNITY COLLEGE**

### ***SUBJECT: USE OF CAMPUS PROPERTY AND FACILITIES***

#### **I. Purpose**

Motlow State Community College (Motlow College or College) regulates the use of its campus property and facilities in order to be consistent with the College mission and educational purpose through the implementation of reasonable, content/viewpoint neutral regulations. This policy, and all campus policies developed in compliance with the policy, shall be implemented and construed so as to ensure no undue disruption of that mission, promote an educational atmosphere on campus; prevent commercial exploitation of students; and prevent use of campus property and facilities contrary to federal, state or local law, regulation, or the rules and policies of the Tennessee Board of Regents (TBR), the institutions, and schools.

In establishing this policy, and the related College policies, Motlow College recognizes the importance to the educational process and environment for persons affiliated with the College including officially recognized student organizations and other groups to have reasonable access to, and use of, the educational facilities on campus, to hear various views. Simultaneously, Motlow College also makes clear that its facilities are not open public forums, but are instead intended solely for use consistent with the advancement and orderly administration of its educational mission for the benefit of its students, staff, and affiliated entities. As such, Motlow College does not ordinarily make its buildings or other facilities available to outside individuals or outside groups. Exceptions may be made only if the proposed use is consistent with this policy and institutional policy and mission.

Priority for the use of College facilities is in the following order: 1) credit and non-credit classes and programs, 2) college-sponsored activities, 3) all other requests for usage.

#### **II. Definitions**

For the purposes of these regulations, the following definitions shall apply:

- (1) "Affiliated Entities" - an officially registered student, student group or student organization funded by and/or sponsored by Motlow College, and/or one of the following groups:
  - a. Any alumni association, booster club, foundation, etc., which is organized and operated for the benefit of Motlow College
  - b. TBR or TBR Institution
  - c. University of Tennessee
  - d. K-12 School Systems in Motlow's Service Area
  - e. Local Governments in Motlow's Service Area
  - f. State of Tennessee

- (2) "Affiliated Individuals" - persons officially connected with the institution including students, faculty, and staff.
- (3) "Non-affiliated Entities" - any person, group, or organization which is not an "affiliated entity or individual."
- (4) "Non-affiliated Individual" - Any person who is not an "affiliated individual."
- (5) "Student" - a person who is currently registered for a credit course or courses, non-credit course or program at the institution, including any such person during any period which follows the end of an academic period which the student has completed until the last day for registration for the next succeeding regular academic period.
- (6) "Normal Educational Activities" - Activities that occur outside of the classroom to enhance and continue student learning and project completion. They include, but are not limited to, the following: small group study sessions (whether organized by students, tutors, supplemental Instructors or teachers), review sessions, open labs, student-teacher conferences and students working together on class projects.
- (7) "Guest" - a person invited by a student or employee of Motlow College to visit the campus at a specific time and place.
- (8) "Campus" - any land, building, or other property owned, leased, or controlled by Motlow College or the TBR for specific use by Motlow College.

### **III. Access to Campuses and Use of Property/Facilities**

#### **A. Access to Facilities and Prioritized Users**

Access to and use of campuses, facilities, and property of Motlow College are restricted to the institution, institutional administration for official functions, normal educational activities, affiliated individuals/entities, and invited or sponsored guests of the College except as specifically provided by this policy, or when part or all of a campus, its buildings or facilities are open to the general public for a designated time and purpose.

#### **B. Use of Facilities by Affiliated Individuals and Affiliated Entities**

1. Affiliated student groups or student organizations who wish to use campus property or facilities for activities or events must complete the electronic "Facility Request/Student Event/Visiting Speaker Form." Requests must be made no less than five (5) business days in advance of the proposed activity or event. Affiliated student groups or student organizations are encouraged to complete the request earlier than five business days in advance for College and organizational planning purposes. Once submitted, the appropriate campus contact as identified in Attachment 2 will issue determinations regarding such applications. Requests for use at site campuses must be approved in writing by the Vice President for Academic Affairs.

2. The following affiliated individuals or affiliated entities must submit a written request to the appropriate Vice President with jurisdiction for their activities. For employees the request to the Vice President shall be submitted through their reporting supervisor. The Vice President, or a designee, will issue determinations regarding such applications for use of campus property or facilities for activities or events, excluding normal educational activities.
  - a. Students working independent of a recognized student organization must obtain written permission from the Vice President of Student Affairs.
  - b. Individual faculty must obtain written permission from the Vice President for Academic Affairs.
  - c. Staff members must obtain written permission from the Vice President of their respective division.
  - d. Requests for activities taking place on the site campuses must be approved by the Vice President for Academic Affairs.

Written permission or disapproval may be issued in the form of an email message. Disapproval of a request will include a statement regarding the basis for disapproval. Written approval or disapproval of a request will be provided to the applicant within a reasonable time, usually within five (5) business days. Denial of a request to access/use campus facilities and/or property shall be based solely on factors related to reasonable regulations in light of the institution's mission and the nature of the facility or property requested and rendered in a content/viewpoint neutral manner. See Section III.E.

Where an application for a proposed outside speaker involves payment of a total fee and/or expenses in excess of \$2,500.00 from institutional funds, the request must be submitted to the Vice President for Academic Affairs no later than 20 business days prior to the date of the proposed speaking engagement to allow time for processing any payment.

The College President or designee may approve requests to use facilities filed less than five (5) business days, 20 business days in the case of a speaker paid from institutional or school funds, before the event, if it is determined that the use of property requested can be reasonably accommodated and that adequate cause exists for late filing of the application for usage. Approval of late requests shall be within the sole discretion of the President or designee. The decision of the President or designee will be final.

Use of facilities is limited to one time only events, short term, intermittent, and/or repeat use of campus facilities where access/use of facilities/property are permitted without an associated rental/lease of fee. Such uses shall be limited to circumstances where the College does not actually, or effectively, cede occupancy or control of any College property. The Vice President, may, at his or her discretion, give permission to affiliated entities in cases where the meetings are limited to members of the organization, for the repeated use of facilities. Approval for repeated or intermittent use of any facility or property pursuant to this policy may not exceed four months in length and may only be renewed or repeated after review to determine that such use does not conflict with an institutional need or another request for access/use of the facility/space by another eligible person/entity.

3. Faculty may invite uncompensated, unaffiliated guest speakers for regular class sessions and/or meetings without prior application or approval where attendance at the class session or meeting will be limited to members of the class and where no fee or compensation from state funds will be paid to the speaker.
4. Affiliated individuals and affiliated entities who wish to invite a guest speaker or reserve space for an event other than a regular class session, normal educational activity, or college-sponsored meeting must apply through the electronic "Facility Request/Student Event/Visiting Speaker Form."
5. An affiliated individual(s) or affiliated entity or entities sponsoring a guest speaker or event will be responsible for the conduct of both the speaker and the non-affiliated guests at the event as well as compliance with all laws, TBR and Motlow College rules and/or policies while present on campus or using campus facilities or property.
6. All entities or individuals, and their sponsors, engaging in approved use of campus facilities or property are subject to all Motlow College and TBR rules and/or policies and federal, state and local laws. Further, they must adhere to any conditions of facility usage as outlined in this policy or stated by the approving Vice President.
7. It shall be the responsibility of the applicant to obtain written approval or denial of any application submitted pursuant to this policy.

C. Use of Facilities by Non-Affiliated Individuals and Non-Affiliated Entities

Unaffiliated persons or entities may not apply to access/use campus facilities independently except as applied to the use of:

- a. Motlow College Main Campus— Regions Bank parking lot area near the baseball field
- b. Fayetteville Campus— Lower parking lot area near the basketball goal
- c. McMinnville Campus— Parking lot area near the former Department of Safety Motor Vehicle License building
- d. Smyrna Site— Upper parking lot area closest to the water tower

These areas are highlighted on the appropriate site map found at <http://www.msc.edu/campuses.aspx>

The above identified facilities will not be available for use, other than by the College, during final exam week in any semester. Requested use may not take place on Saturdays, Sundays, or when the College is officially closed.

For access/use of any other facility or space a non-affiliated person/entity may only apply through sponsorship by an affiliated person/entity. Use of property or facilities by non-affiliated entities or individuals will be subject to the same content/viewpoint neutral, time, place, manner and campus policies as are in place for affiliated entities/individuals.

Non-affiliated Individuals/Entities may apply to lease campus facilities/property designated as available for that purpose subject to TBR and College policy applicable to such lease/rental agreements. Areas available on a rental/lease basis and the appropriate campus contacts are identified in Attachment 3.

D. Facilities/Areas Designated Available for Use by Affiliated Individuals/Entities:

Copperweld Arena  
Wellness Center  
Tennis Courts  
Gymnasium Classrooms  
Dressing Rooms in Gym  
Powers Auditorium  
Eoff Lobby  
Eoff Patio

Facilities/Areas Designated Available for Use by Affiliated Individuals/Entities  
(continued):

Sverdrup Exhibition Hall (E-122)  
Library (all areas)  
General Classrooms (inc MT-155 for ITV)  
Marcum Ctr: 147  
Marcum Ctr: 112, 118, 119, 133, 141, 152  
Marcum Ctr: 105-A,B,C  
Forrester Lobby  
Forrester Patio  
Jack Daniel's Dining Room(s)  
Lincoln Co. Dining Hall  
Parking Lots  
Campus Courtyards and Lobbies

The above identified facilities will not be available for use, other than by the College, during final exam week in any semester. Requested use may not take place when the College is officially closed.

Areas available on a rental/lease basis and the appropriate campus contacts are identified in Attachment 3.

Any facilities/spaces not specifically identified are not available for use.

A. Denial of Application for Access/Use of Facilities

Denial of a request to access/use campus facilities and/or property shall be based solely on factors related to reasonable regulations in light of the institution's mission and the nature of the facility or property requested and rendered in a content/viewpoint neutral manner. Reasons may include, but are not limited to, the following:

1. The property or facilities have been previously reserved by another group, organization or individual with equal or higher priority,
2. Frequency of previous use during an academic period in comparison to that of a contemporaneous applicant,
3. Use of the property or facilities requested would be impractical due to scheduled usage prior to or following the requested use, or due to other extenuating circumstances,

4. The applicant or sponsor of the activity has not provided accurate or complete information required on the application for registration,
5. The applicant or sponsor of the activity has been responsible for violation of Motlow College or TBR policy during a previously registered use of campus property or facilities,
6. The applicant has previously violated any conditions or assurances specified in a previous registration application,
7. The facility or property requested has not been designated as available for use for the time/date,
8. The anticipated size or attendance for the event will exceed building/fire codes, established safety standards, and/or the physical or other limitations for the facility or property requested,
9. The activity is of such nature or duration that it cannot reasonably be accommodated in the particular facility or area for which application is made,
10. A determination that the size and/or location of the requested use would cause substantial disruption or interference with the normal activities of the institution, the educational use of other facilities or services on campus or the flow of vehicular or pedestrian traffic,
11. The activity conflicts with existing contractual obligations of the institution,
12. The activity presents a clear and present danger for physical harm, coercion, intimidation, or other invasion of lawful rights of the institution's officials, faculty members, or students, the damage or destruction, or seizure and subversion, of the institution's or school's buildings, other property, or for other campus disorder of a violent or destructive nature. In determining the existence of a clear and present danger, the responsible official may consider all relevant factors,
13. A determination that the requested use would be contrary to local, state, or federal law, regulation, or the policies or regulations of the TBR, or the College.

#### B. General Conditions for Use of Property or Facilities

Once permission to use College property or facilities has been granted, the requirements outlined in this section, as well as all other requirements put forth in this policy, must be met. Violation of, or failure to comply with, the requirements set forth in this policy, other College policies, state or federal law/regulation may result in the immediate revocation of previously granted approval for access/use of campus facilities or property with employment and/or student disciplinary sanctions, if appropriate.

1. Building, fire codes, and safety standards applicable to particular facilities and/or property must be met.
2. All Motlow College and TBR rules and/or policies must be followed.

3. Buildings, facilities, and/or property, not specifically identified as available for use are specifically unavailable for use other than for normal administrative or educational purposes.
4. Sound amplification equipment may be used only when prior approval has been requested and approved by the appropriate official taking into account the college mission and the nature of the facility or property requested, location, and time of day. Sound amplification is not permitted in the unassigned areas.
5. College equipment is not permitted to be used in the unassigned areas.
6. All individuals and/or entities, by making application for registration of an activity and by subsequent use after approval by the College, agree to indemnify the College and hold it harmless from any and all liabilities arising out of such use of the property and/or facilities of the institution, including, but not limited to, personal injury, property damage, court costs and attorney's fees.
7. Individuals/entities using college facilities pursuant to this policy indemnify the College, and the College may require:
  - a) Adequate bond or other security for damage to the property or facilities;
  - b) Personal injury and property damage insurance coverage;
  - c) A performance bond or insurance guaranteeing or insuring performance of its obligations under the contract; and/or
  - d) Other types of insurance in such amounts as are designated by the College.
8. The College reserves the right to identify specific facilities, uses, or events for which bond, security, and/or liability insurance will be required. In setting its policy, the College may consider the nature and uses of particular facilities and/or locations on campus and the anticipated event size or attendance for any use of campus facilities and/or property. Proof of compliance with this provision may be required in advance of an event. This provision shall be applied and enforced in a content/viewpoint neutral manner.
9. All persons operating motor vehicles in conjunction with an approved use/access of campus facilities and/or property shall be subject to College and TBR rules, regulations, policies and procedures regarding traffic and parking.
10. Users of facilities or property and/or their sponsor(s) are responsible for all activities associated with the event.
11. Use of the requested facility and/or property shall be limited to the declared purpose in the application for use/access to campus facilities and/or property.
12. Access to, or use of, campus facilities shall not be permitted overnight unless specifically requested and approved pursuant to the requirements of this policy



and/or other applicable College policies. Such use shall be limited to the specific time and location set forth in the notice of approval/registration document.

13. All persons on campus in conjunction with an approved application for use/access shall provide adequate identification upon request to appropriate officials and security personnel of the institution. Persons or groups who refuse to provide such identification may be subject to immediate removal from campus and/or disciplinary action. In appropriate circumstances, such persons may become subject to arrest and/or prosecution, and students will be subject to disciplinary sanctions.
14. College property and facilities may not be used by any non-affiliated entity/individual for the conduct of profit-making activities except when engaged in a business relationship, pursuant to a contract, with the College and/or when a rental or lease agreement is in place specifically for such temporary purpose.
15. Participants in the activity must remain in the assigned area.
16. The activity may not take place in a classroom, library, or other academic building or facility.
17. The activity may not take place in an administrative area, employee office or work area during business hours or when otherwise in use for College purposes.
18. Any literature distributed on campus must comply with all applicable local, state, and federal laws and regulations, as well as rules and policies of Motlow College and TBR.
19. No obscene literature or material, as defined by law, shall be distributed on campus.
20. The activity may not block the flow of pedestrian or vehicular traffic.
21. Participants may not make physical contact with others.
22. Participants must leave the area free of debris and litter.
23. Sound amplification is not permitted.
24. No Motlow College equipment is to be used during the activity.
25. The activity must not interfere with scheduled Motlow College-sponsored activities.
26. All Motlow College and TBR policies and procedures and local, state and federal laws must be obeyed.
27. Activities are limited to a total of four per month for any individual or entity. Children under the age of 18 are not permitted to participate in the activity without being accompanied by an adult.
28. Motlow College is not responsible for equipment used by the participants in the activity.

C. Distribution Of Leaflets, Literature, Pamphlets, Etc. - Commercial Use/Solicitation Prohibited

1. Literature and/or advertisements may only be sold or distributed in conjunction with an approved application for use of campus facilities. Requests to distribute or sell literature shall be included with the underlying application to use campus facilities and/or property, using the same form utilized for use of campus facilities or property. Such applications shall be evaluated by the same standards established under this policy for the associated use/access of campus facilities and/or property.
2. Commercial solicitation and/or the distribution or sale of literature associated with commercial solicitations, or advertising is specifically prohibited except when engaged in a business relationship, pursuant to a contract, with the institution and/or when a rental or lease agreement is in place specifically for such temporary purpose.
3. Campus property and facilities may not be used by any non-affiliated entity/individual for the conduct of profit-making activities except when engaged in a business relationship, pursuant to a contract, with the institution and/or when a rental or lease agreement is in place specifically for such temporary purpose.
4. Literature and/or advertisements may not be distributed within:
  - a. Classroom, library or other academic buildings or facilities; or,
  - b. Administrative and employee offices and work areas.
5. Any literature which is distributed or sold and any advertisement shall comply with all applicable local, state, and, federal laws and regulations, as well as the rules and policies of the institution, and TBR.
6. Distribution of obscene literature or material, as defined by law, shall not be distributed on any property owned or used by a TBR institution.

NOTE: Some or all of the following five attachments may be required before use of facilities is granted.

SOURCE: MOTLOW COLLEGE XR: TBR POLICY 1:03:02:50, TBR GUIDELINE G-010

**ATTACHMENT 1**

**EVENTS REMINDERS**

**(To be completed prior to the date of the event)**

- Determine Cost of the Event
- Verify Date Availability (Campus Facility and the Contractor)
- Department Chair/Budgetary Head Approval (Includes Approval to Expend Funds)
- President/VP Approval (Includes Approval to Expend Funds)
- Facilities Setup Determined
- Complete Electronic Facilities Request Form
- Complete Contract if Required with Appropriate Signatures
- Receive Director of Extended Service's Approval
- Obtain Contractor's Signature on Contract
- Deliver Contractor Signed Contract to the MSCC Contracts Officer – Contracts Officer Must Receive at Least Two, Four or Six Weeks Before the Date of the Event (See Below)

Only MSCC Approval Required – **At Least 2 Weeks Before the Event**

MSCC and TBR Approval Required – **At Least 6 Weeks Before the Event**

MSCC, TBR and Commissioner of Finance and Administration – **At Least 8 Weeks Before the Event**

- MWO's Generated (If Needed)
- Copy Received of the Fully Executed Contract
- Requisitions/P.O.'s for Purchases (refreshments, handouts)
- Community Relations Library Displays (News releases, photographs taken, graphic artist designing handouts, etc.)
- Requisitions for Payment to Performer, Speaker, Artist

**ATTACHMENT 2****On Campus (Internal) Contacts for Room/Facilities Requests**

The Director of Extended Services will be the contact for off-campus (outside) calls and will subsequently coordinate requests. This will provide a single community contact to request rooms or facilities. Persons who wish to use campus property or facilities for activities or events must complete the electronic "Facility Request/Student Event/Visiting Speaker Form." For questions regarding the facilities request procedure, please contact the Director of Extended Services at (931) 393-1760.

<b>Facility Requested</b>	<b>Facility Contact</b>	<b>Phone #</b>
Copperweld Arena	Tori Raby-Gentry	393-1617
Wellness Center	Tori Raby-Gentry	393-1617
Softball Field	Tori Raby-Gentry	393-1617
Baseball Field	Tori Raby-Gentry	393-1617
Tennis Courts	Tori Raby-Gentry	393-1617
Gymnasium Classrooms	Tori Raby-Gentry	393-1617
Dressing Rooms in Gym	Tori Raby-Gentry	393-1617
Powers Auditorium	Brian Robinson	393-1700
Eoff Lobby	Brian Robinson	393-1700
Eoff Patio	Brian Robinson	393-1700
Sverdrup Exhibition Hall (E-122)	Brian Robinson	393-1700
Library (all areas)	Stuart Gaetjens	393-1663
General Classrooms (inc MT-155 for ITV)	Nancy Irby	393-1695
Marcum Ctr: 147	Matt Hulvey	393-1602
Marcum Ctr: 112, 118, 119, 133, 141, 152	Pat Hendrix	393-1628
Marcum Ctr: 105-A,B,C (Glass Ldsp Ctr)	Tom Dillingham	393-1760
Forrester Lobby	Tom Dillingham	393-1760
Forrester Patio	Tom Dillingham	393-1760
Jack Daniel's Dining Room(s)	Tom Dillingham	393-1760
Lincoln Co. Dining Hall	Tom Dillingham	393-1760
Parking Lots	Tom Dillingham	393-1760
Fayetteville Center	Laura Monks	438-0028
McMinnville Center	Melody Edmonds	668-7010
Smyrna Campus	Cheryl Hyland	615-220-7800

The contacts listed above will maintain a reservation calendar for their respective rooms/facilities.

All area codes for the telephone numbers above are 931 unless otherwise denoted.

**ATTACHMENT 3**

**RENTAL FEES ASSOCIATED WITH THE USE OF MOTLOW COLLEGE  
OWNED AND OPERATED PROPERTY AND FACILITIES**

- I. Generally, there will be no fee assessed to an affiliated group, organization or individual for use of campus property and facilities for events that are non-profit making activities and which follow the procedures already established related to standard room set-ups (Attachment 4).
- II. The use of certain Motlow State Community College facilities by non-affiliated entities/individuals is allowed under the policies and guidelines prescribed in Motlow State's policy and in Tennessee Board of Regents (TBR) Policy No. 1:03:02:50, TBR Policy No. 1:03:02:10 and TBR guideline B-026.
- III. When applying to use any of the college's facilities, please be aware that:
  - a. All non-profit groups will be required to provide proof of non-profit status.
  - b. Local business and civic organizations may use college facilities for group activities that serve the community or are not of a profit making nature.
  - c. Any activity that is scheduled must be consistent with college policies.
  - d. Approval of a request for use of any Motlow College facility is at the sole discretion of the college.
- IV. Any affiliated or non-affiliated group, organization or individual requesting a change in the standard room set-up will be assessed the following fees: Facilities Service Personnel- \$15 per hour per person with a minimum charge of \$60. No more than one teardown and set-up per event will be permitted.
- V. Non-affiliated groups, organizations or individuals or affiliated groups, organizations or individuals sponsoring non-affiliated groups, organizations or individuals requesting the use of facilities for a profit-making activity shall be assessed the following charges:
  - A. Rent per day (no prorating for partial days or by the hour unless otherwise noted) (if applicable, these fees are in addition to the fee in II above):

1. Jack Daniel's Dining Room (large side)	\$125
2. Jack Daniel's Dining Room (small side)	\$ 75
3. Jack Daniel's Dining Room (both sides)	\$200
4. Sverdrup (E-122)	\$350
5. General Classrooms (all locations, except those listed below)	\$ 70
6. Powers Auditorium	\$1050
7. Marcum Center Room 105A	\$200

8. Marcum Center Room 105B	\$200
9. Marcum Center Room 105C	\$200
10. Marcum Center Room 105 A,B and C	\$650
11. Sverdrup Symposium Hall	\$400
12. Classrooms in Marcum	\$220
13. Gymnasium	\$800
14. Wellness Center	\$ 20/hr p/person
15. Softball Field	\$100
16. Baseball Field & Driver Complex	\$200
17. Dressing Rooms in Gym p/dressing rm.	\$ 125
18. Rental of Parking Lots	Negotiable
19. Sundquist Center-Fayetteville:	
Classrooms	\$170
Room #46 & #48	\$320
Welding Room #44	\$320
21. Smyrna Site single classrooms except SM112	\$ 70
SM112	\$ 50
SM 122 & 124 (as single room)	\$100
SM 125 & 127 (as single room)	\$100
22. Lincoln Co. Bank Dining Hall	\$500
23. McMinnville Room 114	\$120

*Note: Generally, the cost of utilities is included in the fee for rent. However, if there is a sponsored event that will require a demand in utilities in excess of what is normally required by the institution on a day-to-day basis, a fee for utilities will be calculated and assessed.*

B. Additional Services (optional)

<u>Services</u>	<u>Charge</u>
Security	\$ 20 p/hr (4 hr min.)
Technician	\$ 25 p/hr
Monitor	\$ 10 p/hr
Distance Learning Support	
Non-profit Individuals / Groups	\$ 50 p/hr
Profit Individuals / Groups	\$100 p/hr
Gym Floor (cover, uncover)	\$100
Large Stage (set up & take down)	\$ 80
Microphones and Speakers (set up)	\$ 50
Podium and Speakers	\$ 15
Other Equipment (A/V technical support, etc.)	\$ 15
Tables (set up & take down)	\$ 3 (less than 4, free)
Chairs (set up & take down)	\$ 1 (less than 12, free)
Room Set Up (when different furniture arrangement is required)	\$ 20

- VI. If the general public is required to pay admission to enter an event, the College may charge a percentage of the gate receipts in addition to the rental fee for the activity.
- VII. Any fees not listed for use of computer equipment, media equipment, conferencing and communication line charges will be established by the Vice President for Information Technology and Administrative Services (393-1593).
- VIII. All fees must be paid prior to the event occurring, unless other arrangements have been made with the Director of Extended Services or the President of Motlow College or the fees are not known at the time of the activity (in which case the known fees must be paid prior to the event occurring and the balance within 5 working days after the event.)
- IX. The President of Motlow College, or designee, can make exceptions to the fees associated with the use of Motlow College property and facilities.

**ATTACHMENT 4**

**STANDARD ROOM SET-UPS**

Certain rooms in buildings and the proposed standard set-up for the room are listed below. Anyone wishing to have the room set up differently may set the room up in any desired manner for a particular event but when the event is completed the room must immediately be set back up to the standard format by the individuals using the room.

**MARCUM TECHNOLOGY CENTER**

<u>Room No.</u>	<u>Standard Set-Up Format Event</u>
Room 105A	V Shape for 15 with 20 additional chairs President's Council
Room 105B	U Shape for 20 (tables and chairs)*
Room 105C	U Shape for 20 (tables and chairs)*

\*One table and 10 additional chairs for each room will be provided in the storage area.

**FORRESTER STUDENT CENTER**

Jack Daniel's Dining Room:

Large Side 8 tables and 32 chairs Executive Dining Room

Small Side Standard to be determined\* Special Luncheons

\*Possible combinations for the standard set up include round 4ft.; 6ft.; or 8ft. tables. The 4ft. table will seat 6 people; 6ft. table will seat 8 people; 8ft. table will seat 10 people.

**NOTE:** Please do not move tables from one room to the other, including to and from the cafeteria area.

**EOFF**

E-122 No tables and chairs Art Gallery

**POWERS AUDITORIUM & STAGE**

All set ups in this area are to be completed by the person requesting the use of this room. The piano and lectern are stored on the stage behind the curtain and should be returned to this area following the event.

Simon, Nisbett, Eoff, Fayetteville, McMinnville, Smyrna and the Marcum Technology building classrooms will be set up by the facilities service staff at the beginning of each semester for the number of students required in each room. Anyone using a classroom for an event that requires changing the standard set-up must restore the room to the standard set-up immediately following the event.

Facilities service personnel will be responsible for room set up and tear down for all campus-wide activities. When the campus-wide activity requires extensive changes to the standard arrangement, a request must be submitted to the Director of Extended Services, and written approval must be obtained at least five working days prior to the event.



**ATTACHMENT 5**

**FACILITIES USE AGREEMENT  
MOTLOW STATE COMMUNITY COLLEGE**

This Facilities Use Agreement is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), between the MOTLOW STATE COMMUNITY COLLEGE ("Institution") and \_\_\_\_\_ ("User") for the use by User of certain space or facilities owned by Institution.

**1. Space.** Subject to the terms of this Agreement, Institution agrees that User may use the following Space or Space and equipment at the Institution:

(INSERT DESCRIPTION OF SPACE AND EQUIPMENT TO BE USED, *e.g.*, Simon Hall, Room 130)

**2. Permitted Use.** User may use the Space for the following, and for no other purpose:

(INSERT DESCRIPTION OF USE ALLOWED, *e.g.*, User may use the Space to conduct non-credit classes in ACT test-preparation)

**3. Term.** User may use the Space on the following dates and during the following hours:

(INSERT DATES AND TIMES OF USE, *e.g.*, Each Monday and Wednesday, between January 1, 2012 through May 30, 2012, from 6:00 p.m. to 8:00 p.m., except for those dates during that time period that are official Institution Holidays.

**4. Compliance with Laws, Policies and Regulations.** When using the Space, User agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Space. User acknowledges that it has been provided with copies of the Institution's pertinent policies and regulations.

User agrees to take good care of the Space and to maintain the space in as good order and condition as it was prior to User's use.

User agrees not to use or allow the Space to be used for any unlawful purpose. User agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by or for the benefit of the Institution.

**5. Rental Fee.** User agrees to pay Institution a use fee of \$\_\_\_\_\_ per \_\_\_\_\_ (*e.g.* month, year, week) whether or not User actually uses the space. The first installment shall be payable in advance on or before the Effective Date. All subsequent payments shall be payable in advance on or before \_\_\_\_\_ (*e.g.* first of the month). User also shall pay when due all taxes, if any, levied or assessed against Institution by reason of this Agreement or User's use of the space (other than Institution's income taxes). All payments must be made to Institution) and sent to the address indicated in this Agreement.

**6. Insurance.** User, at its expense, agrees to procure and maintain during the term a policy of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000), single limit, against claims for bodily injury, death and property damage occurring in connection with User's use of the Space. This insurance must name the Tennessee Board of Regents, Institution and the State of Tennessee as additional insureds. User must provide Institution with a certificate evidencing this insurance coverage no later than ten days prior to User's use of the Space.

**7. Liability.** User agrees to conduct its activities in the Space in a careful and safe manner. As a material part of the consideration to Institution, User agrees to assume all risk of damage to and loss or theft of User's property while at Institution, damage to the Space, and injury or death to persons related to User's use or occupancy of the Space in, upon, or about the Space from any cause, and User waives all claims against Institution. User further agrees to indemnify and hold harmless Institution, the Tennessee Board of Regents, the State of Tennessee and their officers, regents, agents and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) User's use or occupancy of the Space, or any activity or thing done, performed or suffered by User, its agents, its employees, Users, invitees or persons attending or participating in User's activities in or about the Space; or (ii) any loss, injury, death or damage to persons or the Space on or about the Space by reason of any act, omission or negligence of User, or any of its agents, its contractors, its employees, licensees, or invitees; or (iii) any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement. User's indemnity obligations will not extend to any liability to the extent it is caused by the negligence of Institution or its agents or employees.

**8. Environmental Regulations.** User will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by User, User's agents, employees, contractors, invitees, subtenants, concessionaires or Users without first obtaining Institution's written consent, which Institution may give or withhold in its sole discretion, or revoke at any time. If Institution consents, all Hazardous Substances must be handled at User's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User breaches these obligations, or if the presence of Hazardous Substances on, in or about the Space caused or permitted by User results in contamination of any part of the Space, or if contamination by Hazardous Substances otherwise occurs in a manner for which User is legally liable, then User will indemnify and hold harmless Institution, the Tennessee Board of Regents, and the State of Tennessee from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including, without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if User causes or permits the presence of any Hazardous Substance on, in or about the Space and this

results in contamination of any part of the Space, User will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, User shall first obtain Institution's approval for any such remedial action. "Hazardous Substance" means any substance regulated by any local government, the State of Tennessee or the United States government. "Hazardous Substance" includes any material or substances which are defined as "hazardous material," "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

**9. Assignment and Subletting.** User does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of Institution, which consent may be granted or withheld in Institution's sole discretion.

**10. Default.** If User fails to pay any fee or other sum required to be paid by User when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Institution, whether at law or in equity, Institution may immediately terminate this Agreement and all rights of User.

**11. Interpretation.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Tennessee, the courts of which state shall have jurisdiction over its subject matter.

**12. Relationship.** Neither User nor any personnel of User will for any purpose be considered employees or agents of Institution. User assumes full responsibility for the actions of User's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

**13. Authority.** The individual signing below on behalf of User hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of User and that this Agreement is binding upon User in accordance with its terms.

**14. Non-Discrimination.** The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

**15. Conflicts of Interest.** The User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of

Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the User in connection with work contemplated or performed relative to this Agreement.

**16. Claims Against the Institution.** Any and all monetary claims against the Institution, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

**17. Copyrights.** If music is to be performed in conjunction with the use of the Space, the parties agree to abide by the following copyright and performance provisions:

A. the User hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, BMI, SESAC and any other performing rights organization or the copyright owner for the performance to be presented under the terms of this Agreement.

B. the User agrees to provide the Institution the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.

C. the User agrees to indemnify, hold harmless and defend the Institution and the State of Tennessee from and against any and all claims, demands or suits which may be brought for copyright infringement allegedly arising in the course of the performance presented under the terms of this Agreement. Such indemnification shall extend to both criminal and civil actions and shall include any and all loss, damage, penalty, court costs or attorneys' fees incurred by the Institution as a result of such infringement.

D. the Institution shall promptly notify the User of any such claim brought against the Institution or the State of Tennessee. The settlement or compromise of any claim brought against the Institution or the state shall be subject to the approval of the appropriate state officials, as required by T.C.A. Section 20-13-103.

**16. Term.** The term of this Agreement will begin on the Effective Date and end on \_\_\_\_\_, 20\_\_, at which time User's right to use the Space under his Agreement will automatically expire. This Agreement may be terminated earlier by either party upon ten (10) days prior written notice to the other party.

**MOTLOW STATE COMMUNITY COLLEGE**

**(NAME OF USER)**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**Address**

**Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DRAFT