

MOTLOW STATE COMMUNITY COLLEGE

SUBJECT: USE OF CAMPUS PROPERTY AND FACILITIES

I. Purpose

This policy is intended to provide a system of regulations to promote the orderly conduct of activities on campus property and in campus facilities; to prevent interruption of or interference with the institution's normal mission, process and functions; to promote an educational rather than commercial atmosphere on campus; to prevent commercial exploitation of students, faculty or staff; to prevent use of campus property and facilities contrary to federal, state or local law or regulation, or policies or regulations of the Tennessee Board of Regents (TBR).

II. Definitions

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

- A. "Student" – a person who is registered for a credit course(s), or a non-credit course or program at Motlow College, 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.
- B. "Guest"- a person invited by a student or employee of Motlow College to visit the campus at a specific time and place.
- C. "Affiliated Group or Organization"- an officially registered student group or organization or a group or organization funded by and/or sponsored by Motlow College, or a group or organization of faculty or other employees of Motlow College approved by the president of Motlow College. The term shall include the following:
 - 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
- D. "Non-Affiliated Group or Organization"- any group or organization which is not an "affiliated group or organization."
- E. "Affiliated Individual(s)"- persons connected with Motlow College including its students, faculty, staff and guests.
- F. "Non-Affiliated Individual"- any person who is not an "affiliated individual."
- G. "Campus"- any land, building, or other property owned or leased by Motlow College or the TBR for specific use by Motlow College.

III. Access to Campus

In general, the campus is restricted to students, faculty, staff, guests, and invitees who have official business at the institution. Persons or groups from the general public may tour the campus but any event or activity utilizing institutional facilities, grounds, parking lots, etc., the person or group is required to complete an application for registration of an on-campus activity using the Motlow College "Facilities Request/Student Event/Visiting Speaker Form," which requires institutional approval prior to the event or activity taking place. This form can be obtained in the office of the ECD / Facilities Manager, the office of Human Resources and in the office of those listed in Attachment 2.

All persons (whether a student or not) accessing the campus shall be subject to all applicable federal and state laws and regulations and to all Motlow College rules and regulations including traffic and parking regulations. College rules and regulations are published in the college policy manual or catalog. The College catalog and policies are available on the Motlow College website at www.mscc.edu.

All persons on the campus shall provide adequate identification upon request of appropriate college officials, security personnel and watchkeepers. Personnel refusing to provide such identification when requested may be subject to disciplinary action, and other persons refusing to provide such identification shall be requested to leave the campus, and if they refuse, may be subject to lawful removal and prosecution.

No assembly, meeting, demonstration, or other activity shall be authorized or permitted on campus property which cannot be reasonably accommodated in the area requested; which presents a clear and present danger of disrupting classroom or other academic, administrative, or extra-curricular activity of the college; or which causes unreasonable interference with the rights of others. Demonstrations, solicitations, and distribution of literature (see page 5, Section VI, Paragraph A) shall normally be limited to the area designated by the college. Sponsors and participants in each activity shall agree to abide by reasonable guidelines and policies of the institution, federal and state laws, and policies or guidelines of the Tennessee Board of Regents.

IV. Use of Property/Facilities by Non-Affiliated Users

Any non-affiliated group, organization or individual desiring to use campus property or facilities (excluding the American City Bank Conference Room in the Ingram Administration Building and the Cooper Conference Room in the Marcum Technology Center) must submit a "Motlow State Community College Facilities Request/Student Event/Visiting Speaker Form" (publication Number 60-400208-0595) describing the proposed activity at least fourteen (14) days in advance (excluding weekends and holidays) but no more than forty-five (45) days in advance to the ECD / Facilities Manager (Attachment 2). All non-affiliated users must sign the "Non-Affiliated User Contract" (Attachment 5). The ECD / Facilities Manager in conjunction with the appropriate vice president, as the president's designee, may approve applications filed giving less than a 14-day notice if the application can be reasonably accommodated and adequate cause exists for late filing. Requests more than forty-five (45) days in advance must be approved by the appropriate vice president. Approval of late applications shall be within the sole discretion of the president, or designee. The decision of such official is final.

Campus property and facilities may not be used by any non-affiliated group, organization, or individual for the conduct of commercial solicitation, on-site sales, or other profit-making activities except when:

- A. A contract or lease agreement exists (Attachment 5);
- B. The activity is conducted in accordance with any other valid contract or agreement with Motlow College; or
- C. The commercial solicitation, on-site sales or other profit making activity is sponsored by a registered student organization for the purpose of raising funds to support the organization's activities provided that funds raised by such activities or events shall be used for the benefit of the group or organization, and no funds shall be distributed to the officers, members, or individual for personal profit or use.

In the event that a non-affiliated organization is permitted use of Motlow College property and/or facilities, in conjunction with a college-affiliated group, the sponsoring individual/group will be held responsible for seeing that in all advertising or reporting of the event or meeting, the name "Motlow College" or "MSCC" is used only to indicate location and in no way implies sponsorship or endorsement of the activity or the individual's/group's objectives or candidacy. Any misuse of the name of Motlow by an individual or group could result in canceling of any scheduled use and the right of the individual/group to schedule future use. In such cases, the manager of each facility will be responsible for enforcing all facilities use policies, investigating any alleged violations (specifically those relating to use by the general public and the use of the name Motlow), and determining if a violation has occurred, and making a recommendation to the Vice President for Business Affairs.

For all profit-making activities by non-affiliated users, a detailed accounting of revenues, expenditures and the profit or loss of the activity shall be submitted to the Vice President for Business Affairs within 30 days of the activity. Failure to provide the detailed accounting of the activity may result in denying future use of campus facilities for the non-affiliated user.

V. Use of Property/Facilities by College-Affiliated Users

Any affiliated group, organization or individual desiring to use campus property or facilities (excluding the American City Bank Conference Room in the Ingram Administration Building and the Cooper Conference Room in the Marcum Technology Center) must submit a "Motlow State Community College Facilities Request/Student Event/Visiting Speaker Form" (publication Number 60-400208-0595) describing the proposed activity at least fourteen (14) days in advance (excluding weekends and holidays) but no more than forty-five (45) days in advance to the ECD / Facilities Manager (Attachment 2). The office of the ECD / Facilities Manager in conjunction with the appropriate vice president, as the president's designee, may approve applications filed giving less than a 14-day notice if the application can be reasonably accommodated and adequate cause exists for late filing. Requests more than forty-five (45) days in advance must be approved by the appropriate vice president. Approval of late applications shall be within the sole discretion of the president, or designee. The decision of such official is final.

Within seven (7) days (excluding weekends and holidays) from the time an application for registration is received by the ECD / Facilities Manager, at the office of the ECD / Facilities Manager at Motlow College, written notice of approval or disapproval of the proposed use of campus property or facilities shall be made available to the applicant group, organization or individual. Notice of disapproval of the

proposed use shall include the grounds for disapproval. Notices will not be mailed or delivered; it shall be the responsibility of the applicant to inquire at the office of the ECD / Facilities Manager, concerning the approval or disapproval of the application, and the time and location in which the activity is authorized.

Campus property and facilities may not be used by any non-affiliated group, organization, or individual for the conduct of commercial solicitation, on-site sales, or other profit-making activities even when sponsored by an affiliated user except when:

- A. A contract or lease agreement exists (Attachment 5)
- B. The activity is conducted in accordance with any other valid contract or agreement with Motlow College; or
- C. The commercial solicitation, on-site sales or other profit making activity is sponsored by a registered student organization for the purpose of raising funds to support the organization's activities provided that funds raised by such activities or events shall be used for the benefit of the group or organization, and no funds shall be distributed to the officers, members, or individual for personal profit or use.

Affiliated student organizations shall be permitted use of facilities for bake sales, chili sales, and other similar forms of fund raisers where no fee is charged for admittance to the activity and shall be exempted from submitting the required detailed accounting report; however, if an admittance fee is charged, the activity is subject to the detailed accounting report submission.

No assembly, meeting, demonstration or other activity shall be authorized or permitted on any property or in any building or facility, and an application for registration may be denied when:

- A. The requested use would cause substantial disruption to or interference with the normal activities of the College conducted in the course of its lawful mission, processes and functions.
- B. The requested use would be contrary to federal, state or local law or regulation, or policies or guidelines of the TBR or Motlow College.
- C. The applicant or sponsor of the activity has not fully provided accurate or complete information required on the application for registration.
- D. The applicant or sponsor of the activity has been responsible for violation of subparagraphs (a.), (b.), or (c.) above during a previously registered use of campus property or facilities, or has violated any conditions or assurances specified in a previous registration application and the College has reasonable cause to believe such violation will reoccur.
- E. Approval for use of the property or facilities has previously been given to another group, organization or individual for the time(s) and location(s) requested.
- F. Use of the property or facilities requested would be impossible due to set-up time and/or take-down time required for other previously scheduled activities at the requested location immediately before and /or after the requested use, or due to other extenuating circumstances as determined by the ECD / Facilities Manager.
- G. The activity is of such nature or duration that it cannot reasonably be accommodated in the particular area for which application is made, provided that in such event, an alternative on-campus site, if available for the activity, shall be proposed by the College.
- H. The activity creates or would create a danger, or dangerous condition impacting on the health, safety, and welfare of others.

- I. The applicant or sponsor has failed to provide the detailed accounting for previous use.
- J. Such use conflicts or would conflict with existing contractual obligations of the College.

Any group organization or individual whose timely application for registration for use of property or facilities of Motlow College is denied by the ECD / Facilities Manager for reasons cited in subparagraphs (a) through (j) of the above paragraph shall have the right to appeal that denial to the president, or designee. Notice of the appeal shall be made in writing no later than five (5) days (excluding weekends and holidays) from the date the ECD / Facilities Manager denies the application and no less than five (5) days (excluding weekends and holidays) prior to the time of the proposed event. The decision of the president, or designee, shall be made at least within four (4) days prior to the time of the event. The decision of the president or the president's designee is final.

VI. Particular Uses

Distribution of Literature or Advertising Material

- A. No literature, material or other printed matter shall be sold or distributed within: (1) classroom, library or other academic building or facilities; (2) administrative and employee offices and work areas; or, (3) student residence halls, dormitories or apartment buildings. However, an institution or school may permit such sale or distribution in designated locations within the lobbies or other general use areas of the above-noted buildings or other campus facilities designated for placement of literature for distribution or sale. Further, this shall not restrict a faculty member from distributing within the classroom non-commercial material related to the particular course or subject matter.
- B. The ECD / Facilities Manager, or designee, shall designate the location(s) on campus which are available for the distribution of literature or advertising material.
- C. Motlow College shall have the right to terminate the distribution or sale of literature by any group, organization or individual which violates the provisions of this policy.

Solicitations

- A. Unless otherwise provided, solicitation for the purpose of entering or consummating a commercial transaction on any property owned or used by Motlow College is prohibited. Solicitation for other than a commercial purpose is prohibited unless expressly provided for by Motlow College policy or approved by the President, or designee.
- B. Activities or events engaged in by affiliated users, or by registered student organizations for the purpose of raising funds to meet expenses of the group or organization, are permitted, provided that funds raised by such activities or events shall be used for the benefit of the group, or organization, and no funds shall be distributed to the officers, members or any individual for personal profit or use. A full accounting of the funds generated and itemized expenditures shall be sent to the Vice President for Business Affairs within 30 days after the fund raising event.
- C. Agreements between non-affiliated vendors sponsored by Motlow College or by an affiliated group, organization or individual to engage in commercial solicitations, on-site sales, or other profit-making activities are subject to the following conditions:
 1. No affiliated group, organization or individual will be permitted to sponsor the same non-affiliated vendor more than four days per month and no student organization may sponsor

- more than one non-affiliated vendor per day. Requests from student organizations to sponsor a non-affiliated vendor must be approved by the Vice President for Business Affairs. The President or designee must approve all other requests.
2. Permission to sponsor a non-affiliated vendor may be denied if the presence of such vendor would be disruptive, would interfere with any aspect of the College's operation, or would detract from the orderly and aesthetic appearance of the campus.
 3. All non-affiliated vendors sponsored by affiliated organizations, groups or individuals will be charged a per diem fee to be paid at the time the activity is registered. This fee will be assessed apart from any financial arrangement made between the sponsoring organization, group or individual and the non-affiliated vendor.
 4. Non-affiliated vendors sponsored by the College or a student organization are strictly prohibited from engaging in conduct that is unduly intrusive in their interactions with students, faculty or staff, or otherwise harasses, disturbs, or interferes with the rights of students, faculty and staff to the use and enjoyment of institutional facilities or property.
 5. Non-affiliated vendors sponsored by affiliated organization, groups or individuals may be required to show proof of compliance with all state and local laws and ordinances governing their activities.
- D. Solicitation of charitable funds shall be permitted subject to the provisions of the Tennessee Board of Regents Policies and Guidelines.
 - E. The College requires any group, organization or individual to verify the use, application and disposition of funds on any profit-making activity solicited on campus property.
 - F. Solicitation of dues and/or memberships in an organization is permissible only by affiliated groups or individuals, or by registered student organizations. This section shall not be construed to prohibit a non-affiliated group from distributing literature containing general information about their organization in compliance with the provisions of the above section entitled "Distribution of Literature or Advertising Material."
 - G. Solicitations shall be permitted only in those areas designated for such activity by the College.
 - H. Any registered student organizations or other groups or individuals desiring to solicit funds must submit a written application for registration of the proposed solicitation to the Vice President for Business Affairs.
 - I. Decisions by the Vice President for Business Affairs denying permission to conduct solicitations may be appealed to the President, whose decision is final.

Advertising

- A. No advertising signs, posters, or other material may be placed on any campus property or facility by any non-affiliated group, organization or individual except that Motlow College may permit advertising on specifically designated bulletin boards and other designated locations on campus. Affiliated groups, organizations and individuals may place advertising materials on campus property but only in such places as are designated by the College.
- B. Motlow College may authorize the inclusion of advertisements in appropriate campus publications for a reasonable fee.
- C. Motlow College may permit limited advertising by groups, organizations or individuals when incidental to a donation of property or service to the College or pursuant to a contract with the College.

VII. General Restrictions and Scheduling Guidelines

The ECD / Facilities Manager will develop general restrictions, scheduling and priority of use guidelines for use of facilities under his/her control.

- A. The fees for use of campus facilities and property are outlined on Attachment 3.
- B. During holidays, administrative closing days, and days when the institution is closed, non-affiliated organization(s) facility requests to use campus facilities shall not be approved. In the event an affiliated activity is requested during these times, the ECD / Facilities Manager must approve it. The Vice President will assure that a regular full-time administrator, professional non-faculty member, or a faculty member shall work with the coordinator of the activity and be present for the activity or on call during all times of the activity.
- C. Exceptions to this policy can be made upon approval of the President of Motlow College or designee.

SOURCE:MOTLOW COLLEGE

XR: TBR POLICY 3:02:02:00, TBR GUIDELINE G-030

ATTACHMENT 1

**EVENTS CHECK LIST
(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)
- Dean/VP Approval (Includes Approval to Expend Funds)
- Facilities Setup Determined
- Complete Facilities Request Form
- Complete Contract (Minimum of Two Copies Needed - Contract Form Available in Outlook Shared Folders)
- Receive ECD / Facilities Manager's Approval
- Obtain Contractor's Signature on Contract (Minimum of Two Originals Needed -- See "A Brief Guide to Contracts" for the Number of Copies with Original Signatures Needed)
- 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 ECD / Facilities Manager 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. For questions regarding the reservation procedure, call the ECD / Facilities Manager: 931.393.1760

<u>Facilities Requested</u>	<u>Requests</u>	<u>Facility Contact</u>	<u>Phone #</u>
Copperweld Arena	<i>All facility requests should be submitted to Tom Dillingham, ECD / Facilities Manager. He will then coordinate with the facility contact for the requested room.</i>	VP, Student Affairs	393-1690
Wellness Center		VP, Student Affairs	393-1690
Softball Field		VP, Student Affairs	393-1690
Baseball Field		VP, Student Affairs	393-1690
Tennis Courts		VP, Student Affairs	393-1690
Gymnasium Classrooms		VP, Student Affairs	393-1690
Dressing Rooms in Gym		VP, Student Affairs	393-1690
Powers Auditorium		Chair, Humanities	393-1700
Eoff Lobby		Chair, Humanities	393-1700
Eoff Patio		Chair, Humanities	393-1700
Sverdrup Exhibition Hall (E-122)		Chair, Humanities	393-1700
Library (all areas)		Director, Libraries	393-1670
General Classrooms (inc MT-155 for ITV)		Coordinator, Academic Services	393-1696
Marcum Ctr: 147, 149		Secretary, Dean of the College	393-1627
Marcum Ctr: 112, 118, 119, 133, 141, 152		Director, Nursing	393-1628
Marcum Ctr: 105-A,B,C (Glass Ldsp Ctr)		ECD / Facilities Manager	393-1757
Forrester Lobby		ECD / Facilities Manager	393-1757
Forrester Patio		ECD / Facilities Manager	393-1757
Jack Daniel's Dining Room(s)		ECD / Facilities Manager	393-1757
Lincoln Co. Dining Hall		ECD / Facilities Manager	393-1757
Parking Lots	ECD / Facilities Manager	393-1757	
Fayetteville Center	Director, Fayetteville Center	931-438-0028	
McMinnville Center	Director, McMinnville Center	931-668-7010	
Smyrna Campus	Director, Smyrna Campus	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

**FEEES 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. 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.
- III. 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	\$ 125 p/dressing rm.
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/hour (4 hr min.)
Technician	\$ 25 p/hour
Monitor	\$ 10 p/hour
Distance Learning Support	
Non-profit Individuals / Groups	\$ 50 p/hour
Profit Individuals / Groups	\$100 p/hour
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

- IV. 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.
- V. 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).
- VI. All fees must be paid prior to the event occurring, unless other arrangements have been made with the ECD / Facilities Manager 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.)
- VII. 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)* ECD
Room 105C	U Shape for 20 (tables and chairs)* ECD

*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 written request must be submitted to the ECD / Facilities Manager, and written approval must be obtained at least five (5) working days prior to the event.

ATTACHMENT 5

AGREEMENT BETWEEN

AND
MOTLOW STATE COMMUNITY COLLEGE

This agreement is made this _____ day of _____, 20____, by and between Motlow State Community College (Institution) and _____ (User) for the use of the institution’s facility known as _____ (name of specific facility) and located at _____ (address/location of facility) by User.

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set forth herein:

1. The specific use of the facility for which the parties enter into this agreement is (describe the activity)

2. The user shall have use of the facility from _____ (time) on _____ (date) to _____ (time) on _____ (date). Additional times and purposed for which the User shall have access to the facility are as follows:

3. In its use of the facility, the User shall have access to the following:
_____ (description of specific areas/services of the facility available to the User including any restrictions on such use.)
4. Payment for use of the facility is to be made as follows: (include amount, method, time, place, and source, if applicable) _____

5. The following duties shall be the responsibility of the designated party:

 - a. Promotion and publicity shall be provided by: _____
 - If an advertisement is placed in newspapers, magazines, etc. to promote an event, please attach copy to form.
 - b. The Institution shall provide equipment/services as follows:

 - c. The User shall provide equipment/services as follows:

 - d. Advance ticket sales shall be the responsibility of _____
 - e. The User shall register with the State of Tennessee sales tax division of the Department of Revenue and shall issue to the Institution a certificate of resale for the rental of the facility.
 - f. The User will be responsible for the payment of all applicable amusement tax and sales tax.

- g. The User will be responsible for collecting all gate receipts (if applicable.)
6. This agreement may be terminated by either party upon giving ____ days written notice to the other party prior to termination. This agreement may be terminated without the above-described notice upon grounds that the facility has been rendered unusable or the activity has been canceled due to an act of God. The Institution may also terminate this Agreement if it becomes aware of any threat to personal or public safety arising from the intended use. In all other events of cancellation of the activity, the User shall pay to the Institution all “out of pocket” expenses incurred by the Institution including the expenses associated with any ticket refunds.
7. Concession rights for the activity shall be as follows: (designate specific concession party having right to each concession, restrictions on or tied to and conduct of each concession and method of dividing revenue, if applicable.) _____
8. If music is to be performed 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.
9. The User hereby agrees to indemnify and hold the Institution harmless from any and all liabilities arising out of its use of the facility, including, but not limited to, personal injury, property damage, court costs and attorneys’ fees.
10. User agrees to comply with all federal, state and municipal laws, rules and regulations.
11. User agrees to furnish proof of insurance or performance bond upon request by the Institution as required by Tennessee Board of Regents Policy No. 3:02:02:00.
12. 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, and the Americans with Disabilities Act of 1990 and 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.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

- 13. This agreement may be modified only by written amendment executed by all parties hereto.
- 14. The User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any 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.
- 15. Any and all claims against the Institution for personal injury and/or property damage resulting from the negligence of the Institution in performing any responsibility specifically required under the terms for this agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. Section 9-8-301, et. seq.
- 16. User shall maintain documentation for all charges against the Institution under this agreement. The books, records, and documentation of the agreement, insofar as they relate to work performed or money received under this agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of the final payment and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the state Comptroller of the Treasury, or their duly appointed representatives or a licensed independent public accountant.
- 17. This agreement shall not be effective until approved by the president or designee.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

(USER)

(INSTITUTION)

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____