



## Community Use of Facilities

### Southeast Technical College Policy STC 1020

#### 1. Purpose

The primary purpose of the use of all buildings, grounds, property, and equipment (hereafter all referred to as “Facilities”) at Southeast Technical College (STC) is to support STC’s educational mission. STC Facilities are primarily used for academic purposes and student activities at STC. The purpose of this policy is to set forth STC policy and guidance for the use of STC Facilities for events and activities by external groups or organizations not affiliated with STC (hereafter “Organizations”).

#### 2. General Statement of Policy

STC believes that the use of STC facilities by educational institutions, businesses, and community organizations is in the community and STC’s interest. The President or President’s Designee has the authority to approve, on a case-by-case basis and in accordance with this policy, the use of STC facilities. No such use shall interfere with STC programs or activities.

All organizations using STC facilities will comply with all applicable laws and STC policies as a requirement of facilities use. These policies include, but are not limited to, tobacco, alcohol, and/or drug-free policies. Any organization violating this policy or related STC policies will be required to cancel any activities on STC grounds/property and will be denied any future request for use of STC Facilities.

#### **Liability**

Any person, persons, public body, or organizations using STC Facilities under this policy shall be responsible to STC for any and all damages that may be caused by reason of the Facilities used or occupied.

STC is not liable in any suit for damages, including, but not limited to, personal injuries, which may occur as a result of such use or occupancy, regardless of the cause of the injury (including the design, maintenance, and condition/ground/facility/property/equipment) unless caused by STC’s own negligence .

#### **Facility Use Requests**

Any organization wishing to use STC Facilities must submit a request to the Office of the President or President’s Designee.

STC facilities are not available for commercial activities, except as provided in Policy STC 1025. Activities that involve marketing or solicitation, direct or indirect, of STC employees or the general public are considered to be commercial and are disallowed under this policy.

All activities must be under the sponsorship and supervision of a competent adult(s) who is directly responsible to the organization requesting use of the facility. Each group is responsible for the behavior of participants in its group. When any participants are under 18 years of age, the minimum supervision ratio by an adult leader shall be 1 supervisor to 25 participants.

An on-duty STC administrator or custodian has the authority to terminate any activity at any time if, in their judgment, a violation of federal, state, or municipal law, or STC policy exists, or if the activity is deemed to be dangerous and/or hazardous to people or facilities. STC reserves the right to revoke any rental or facility use agreement at any time, without liability to STC or its officers, agents, or employees, when such action is deemed necessary.

### **Facility Rental Agreement**

Organizations must sign and comply with the STC Facility Rental Agreement. Only an authorized representative from the requesting organization may sign the STC Facility Rental Agreement.

Rental fees/charges are set annually by STC and approved by the Sioux Falls School Board. STC may waive or modify fees/charges at the discretion of the President or President's Designee.

Organizations who wish to request a change of fees/charges must submit a written request to the Office of the President. If fees/charges are modified, such modification shall be identified in the Facility Rental Agreement.

In lieu of an STC Facility Rental Agreement, the President, or President's Designee, may enter into a memorandum of understanding or a joint use agreement (if applicable) with organizations or other governmental agencies for use (at no charge) of STC Facilities.

### **Additional Facility Use Requirements:**

#### **Cancellations/Conflicts**

Cancellation of a signed Facility Rental Agreement must be received by STC at least seven (7) days prior to the beginning date of use. Failure to cancel may obligate the organization to pay for all custodial and other expenses incurred by STC in specifically preparing and/or opening the facility to meet the conditions of the Facility Rental Agreement.

STC reserves the right, as determined in STC's sole discretion, to cancel a Facility Rental Agreement in circumstances requiring STC's use of the facility for a college event or in the event of adverse weather conditions, without penalty to STC. All use of STC facilities by organizations will be automatically canceled when STC is closed due to inclement weather, emergency closures, or other similar circumstances.

#### **Insurance coverage**

Organizations that use STC Facilities must have in force, with insurers licensed to do business in the state of South Dakota, comprehensive general liability insurance with limits of no less than \$1,000,000 per occurrence and which includes coverage for defense costs. If such insurance contains a general aggregate limit, it shall apply separately and be no less than two times the occurrence limit. In addition, every organization shall provide, on a replacement cost basis and with limits of no less than \$300,000 per occurrence (1) damage to rented premises coverage, or (2) broad form or special form property

insurance that includes as covered property any STC buildings, grounds, property, and equipment used by the organization.

Every organization shall provide current proof of insurance establishing these requirements are met prior to using STC facilities. STC shall be named an additional insured on any such insurance policies. General liability insurance coverage may not be applicable to all governmental agencies.

#### **Supervision**

An STC custodian, or other STC employee, must be on duty whenever an organization uses STC facilities. STC custodial staff, or other STC employee, will ensure that the applicable section of the facility subject to the Facility Rental Agreement is open/closed at the designated times and that any requested set-up arrangements set forth in the Facility Rental Agreement have been completed.

The STC custodian, or other STC employee, shall have the responsibility and authority to restrict use to those hours and areas specified in the Facility Rental Agreement. Custodial staff or designee have the authority to ask organizations to leave the facility if members violate STC policy or the terms of the Facility Rental Agreement. Reason for discontinuation of the activity shall be reported to the President's Office and the Vice President of Technology and Operations the next business day.

#### **Cleaning**

Any cleaning or related custodial work that is required beyond normal facility use will be charged back to the organization subject to the Facility Rental Agreement. The charges will be the actual time and cost to clean the area or perform such custodial work.

#### **Equipment**

Equipment belonging to STC is not available for use by groups unless specified in the Facility Rental Agreement.

STC equipment is not available for use off the STC campus unless it is determined by STC to be beneficial to STC in carrying forward its mission and goals and, further, will be subject to the relevant program administrator's approval.

#### **Lighting and Sound Equipment**

Requests that require the use of STC light and/or sound systems and/or equipment are subject to prior approval on the basis of availability.

#### **Catering**

Any catering that is provided by the food service on campus shall be separate from the Facility Rental Agreement with STC.

Any other catering organization that is brought onto STC Facilities shall not use any supplies from the food service on campus and shall leave the STC Facilities in the same condition as it was prior to the event.

### 3. Definitions

“Adult leader”: A person over the age of 21 who is directing and supervising a group of minors for a class or activity.

“Facilities” / “Facility”: All STC building(s), ground(s), property, and/or equipment(s).

“Commercial”: Any activity, event, or performance conducted for the purpose of making a profit or selling or promoting a product or service.

### 4. Related Policies

STC 711 & STC 711.1 – Drug-Free Workplace

STC 714 – Tobacco-Free Schools/Use by Employees Prohibited

STC 913 – Tobacco-Free Schools/Use by Students Prohibited

STC 1025 – Commercial Activities

### 5. Dissemination of Policy and Training

This policy is located on STC’s website under Consumer Information – Southeast Tech Policies

The provisions of SDCL § 13-24-20 apply to this Policy in all respects, and no document or agreement may alter said application of this statute.

#### Legal References:

SDCL 13-24-9

SDCL 13-24-20

#### Board Approved:

**Policy**

approved:

**Date**

xx/xx/xx

**Board Action**

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