



Community Colleges of Spokane COLLEGE FACILITY USE AGREEMENT

SCHEDULING OFFICES

Spokane Community College
Student Activities Office MS 2061
1810 N Greene St
Spokane WA 99217-5399
509-533-8657

Spokane Falls Community College
Student Activities Office MS 3174
3410 W Fort George Wright Dr Spokane WA
99224-5288
509-533-3554

Athletic Department
Facilities Coordinator MS 2050
1810 N Greene St
Spokane WA 99207-5399
509-533-7231/509-533-3634

SECTION A—General Policy Covering the Use of the Facilities.

Use of college facilities is subject to the rules promulgated by CCS in Chapter 132Q of the Washington Administrative Code available at <http://www.leg.wa.gov/wac/>. (See in particular WAC 132Q-07-020 and WAC 132Q-136 et seq.)

1. The parties to this agreement are the Washington State Community College District 17, acting under specific authority granted to its board of trustees by the laws of the state of Washington to contract for the use of the facility identified on page three of this agreement, hereinafter referred to as the COLLEGE; and the organization contracting to use the COLLEGE facilities, hereinafter referred to as the LICENSEE.
2. Before a COLLEGE facility may be used, the College Facility Use Agreement must be completed and signed. All information must be received 14 working days prior to the date of intended use. A single College Facility Use Agreement should be made for a series of similar meetings. A separate agreement must be made for each meeting that varies from the series.
3. The buildings and grounds of the COLLEGE are primarily for educational purposes. No other use shall be permitted to interfere with the primary purpose for which these facilities are intended. Facilities shall not be made available for any use which might result in any undue damage or wear. The COLLEGE reserves the right to reject any application for use of COLLEGE facilities.
4. Every possible opportunity will be provided for the use of COLLEGE facilities by citizens of the District 17 Community College service area, provided that the purpose of the meeting is in harmony with public interest and welfare, subject to the laws of the state of Washington and local rules and regulations prescribed by the District 17 Board of Trustees for the operation of the COLLEGE. Any use to the contrary shall be grounds for immediate cancellation of this agreement.
5. The COLLEGE reserves the right to prohibit the use of college facilities by groups or activities which are secret, of a private nature, or which restrict membership or attendance, in a manner inconsistent with the public and nondiscriminatory character of the COLLEGE set forth in its written policies and commitments. Subversive organizations as defined and listed by the Attorney General of the United States shall not be eligible to use COLLEGE facilities.
6. Use Agreement shall not be entered into for any use that, in the judgment of the COLLEGE, may be in any way prejudicial to the best interest of the COLLEGE or the education program, or for which satisfactory sponsorship or adequate adult supervision is not provided.

SECTION B—Licensee’s Responsibility

1. Those wishing to use COLLEGE facilities must complete the College Facility Use Agreement form and submit it to the COLLEGE Scheduling Office listed above. The LICENSEE shall accept responsibility for any damage done to the COLLEGE’S Property. Completion of the College Facility Use Agreement shall constitute acceptance by the LICENSEE of the responsibilities stated herein and willingness to comply with all rules and regulations regarding the use of COLLEGE facilities as prescribed by the COLLEGE. If the use of the facility is not as represented on the College Facility Use Agreement form, an additional charge may be made. In the event of property damage, the LICENSEE shall accept and pay the COLLEGE’S estimate of the amount of damage. The COLLEGE may require posting of a bond.
2. Licensee is responsible for the safety and security of all minors participating in Licensee’s use of College facilities. Licensee shall closely supervise all minors and establish appropriate security procedures to ensure the safety and security of all minors. Adult leaders of using organizations shall remain with their groups during all activities, and be responsible for the conduct of their groups.
3. LICENSEES are required to reimburse the COLLEGE for preparation expenses.
4. Chapter 08.03 of the Municipal Code of the City of Spokane requires payment of an admissions tax if an admissions charge or ticket purchase is levied on persons attending an event. It is the LICENSEE’S responsibility to comply with the Municipal Code requirements. All questions should be directed to the City of Spokane Treasurer’s Office at (509) 625-6070.
5. Paid parking is required on all campuses from 6:30 a.m. to 5:00 p.m., Monday through Friday. Vehicles parked on the campus during these times are required to pay to park and display a valid permit. Parking may be paid by acquiring day passes (available at campus bookstores or college cashiers), parking at meters, or by acquiring parking permits at parking kiosks located on campus grounds.

SECTION C—Restrictions

1. No decorations and the application of materials to walls, ceilings, or floors shall be permitted which will mar, deface, or injure these surfaces. The LICENSEE is required to arrange for the disposal of decorations, materials, equipment, furnishings, or rubbish left after the use of COLLEGE facilities; otherwise they will be billed for any expense involved.
2. To the fullest extent permitted by law, COLLEGE prohibits the use of drugs, or other controlled substance, or any other condition which is objectionable in the judgment of the COLLEGE. Smoking is prohibited in all COLLEGE buildings. Alcohol may only be used in accordance with Community Colleges of Spokane Administrative Procedure 5.30.05-A and CCS Form 2155, Request for Alcoholic Beverage Use.

3. Games of chance and lotteries shall not be permitted except as prescribed by law and with prior approval of the COLLEGE.
4. Standard approved gym shoes shall be required for all indoor activity-type games such as basketball, volleyball, badminton, etc.
5. Keys to buildings or facilities shall not be issued or loaned on any occasion to the LICENSEE. Doors will be opened by custodians, or other authorized COLLEGE personnel.
6. COLLEGE-owned equipment shall not be removed from buildings. Organizations wishing to use special equipment such as projectors may do so, if used on the campus, provided the COLLEGE is satisfied that a competent operator is in charge. Charges for equipment rental and operation may be required.
7. All shifting of furniture and equipment shall be done under the supervision of an appropriate COLLEGE employee.
8. Unless other arrangements are approved in writing by the COLLEGE, any and all food and refreshment concessions shall be the sole responsibility of the COLLEGE, along with selection of all products to be provided by those concessions.
9. Any and all products that the LICENSEE wishes to sell, in the event it is not provided by the COLLEGE, must be approved of by the COLLEGE in advance.
10. Sodexo Food Service Corporation, under contract with the COLLEGE, is the sole provider of food services provided in the dining rooms of Building 17 at Spokane Falls Community College and Building 6 at Spokane Community College. Any LICENSEE requiring food services in those rooms must contact Sodexo at the COLLEGE.

SECTION D—Nonassignment and Cancellation

1. This College Facility Use Agreement shall be nonassignable. Only the LICENSEE as named in the College Facility Use Agreement shall use the facilities.
2. The COLLEGE reserves the right to cancel this agreement at any time and to refund any payment made to the COLLEGE for the use of the COLLEGE facilities and equipment when it deems such action advisable and in the best interests of the COLLEGE.
3. Facilities contracted by noncollege groups may be canceled for scheduling or priority COLLEGE events.
4. The COLLEGE reserves the right to cancel this agreement if payment is not received from the LICENSEE within 14 working days of the scheduled event.
5. The COLLEGE reserves the right to refund all or part of any payment made to the COLLEGE for cancellations of this agreement by the LICENSEE.

SECTION E—College Personnel Required

1. The COLLEGE reserves the right to require that an appropriate COLLEGE staff member be present at any meeting or event held on COLLEGE facilities.
2. A custodian or other authorized member of the college STAFF shall be available on campus at all times when COLLEGE facilities are in use by any group. A custodian should be contacted to correct problems in the operation of any facility in use. The custodian will be alert to discover any damage or misuse of the premises and will report same immediately to the LICENSEE and COLLEGE.
3. When the use of special facilities makes it necessary that supervision be provided, a COLLEGE-employed supervisor shall be assigned as required by the COLLEGE.
4. The COLLEGE reserves the right to require a security officer to be present at any scheduled event at the expense of the Licensee.

SECTION F—Use Fees

1. The use fee depends on the purpose of the meeting and the nature of the group using the facility.
2. Specialized areas such as laboratories, shops, or other facilities require special arrangements. The rates and conditions will be based upon careful analysis by the COLLEGE of the needs, experience, and capabilities of the LICENSEE.
3. Fees will be predetermined by COLLEGE policy and procedures. Any deviation from this must be approved by the COLLEGE president.
4. Additional charges may be added to include supervision and/or security staff, above-normal or overtime custodial help when required, above-normal set-up costs, hauling or handling equipment, use of projectors or other equipment, equipment operators, repairs or damage, or other costs as determined by the COLLEGE. Such services will be paid by the LICENSEE at the currently established rate, including overtime.
5. All charges shall be paid to the appropriate COLLEGE Cashier's Office. All facility and service charges shall be paid in advance (Section D.4). Additional charges for damages shall be billed directly to the LICENSEE. COLLEGE employees are paid directly by the COLLEGE not the LICENSEE.

SECTION G—Release of Claims/Holds Harmless

1. The LICENSEE agrees that, in consideration of the permission granted to the LICENSEE and the minimal fee charged by the COLLEGE for the use of its facilities, to the fullest extent permitted by law the LICENSEE hereby and forever releases the COLLEGE and its agents, employees or officers from all debts, claims, demands, damages, actions and causes of action whatsoever, which they may have or may hereafter have, as a result of their use of said facility.
2. The LICENSEE further agrees, to the fullest extent permitted by law, to protect, indemnify, and hold harmless the District, COLLEGE, and its agents, employees and officers from any claims, demands, actions, damages, or causes of action directly or indirectly arising out of the use of the facilities or premises contemplated by this application.
3. The LICENSEE further agrees to attach to this document a certificate of insurance for liability and property damage which names Community Colleges of Spokane as an additional insured during LICENSEE'S use of College Facilities.

Addendum to Facilities Use Agreement

Contract number _____

Spokane Municipal Code Chapter 8.03 requires a 5 percent admissions tax of the admission charge on every person paying admission fee to any place or event meeting certain criteria. Section 08.03.050 of the code requires Community Colleges of Spokane (CCS) to notify the City of Spokane Department of Taxes and Licenses of contact information, including names, address and telephone for the party receiving payment for admission and holding said funds. Such information must be received no later than five business days before the event, not counting the date of the event, so the department has a reasonable opportunity to seek collection. In the event Community Colleges of Spokane fails to provide the required information, it is jointly and severally responsible for collection and payment of admission tax.

To comply, CCS will notify the City of Spokane of events to be held at its facilities that are charging an admission fee. Please check the appropriate box below, sign and return the addendum with the Facilities Use Contract. If you do not return the addendum, CCS will assume you are charging an admission fee and will notify the City of Spokane. Unless exempted under SMC 8.03.020, tax must be collected and remitted to the City of Spokane Treasurer along with the enclosed Admissions Tax form.

If you have questions regarding the admissions tax, please contact the City of Spokane Treasurer's Office at 625-6048 or go to <http://www.spokanecity.org/services/documents/smc/?Chapter=08.03>.

There will be an admission fee charged.

No admission fee will be charged.

Signed _____