

**Facilities Use Application**



Name of Individual/Organization: \_\_\_\_\_

RCC Sanctioned Club     Non-Profit Organization     Business/Individual/Profit  
 Organization/Club/Gov't Agency

Federal ID# (Required for Non-Profit Organizations): \_\_\_\_\_

Name of Responsible Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ AM/PM    Event End Time: \_\_\_\_\_ AM/PM    Setup Time: \_\_\_\_\_ AM/PM

Time for Unlocking Building: \_\_\_\_\_ AM/PM    Locking Building: \_\_\_\_\_ AM/PM

Facilities/Grounds Requested: \_\_\_\_\_

Proposed Use of Facilities: \_\_\_\_\_

Specific Room Set-Up: \_\_\_\_\_

**Facilities Use Charges**

Total Fees	

- All Paperwork, Signatures and Fees must be received to confirm reservation of facilities and equipment.
- All facilities must be returned to their original condition prior to the event. If facility is not returned to its original condition, clean-up fees may be deducted from the Security Deposit and/or additional fees may be assessed and billed to the user.

RCC Redwood Campus  
Attn: Continuing Education  
3345 Redwood Hwy.  
Grants Pass, OR 97527

Email:facilitiesuse@rogucecc.edu

Applicant agrees to furnish a Certificate of Liability Insurance naming RCC as an additional insured as stated in the *Facilities Use Guidelines*, no later than ten (10) working days prior to the event.

Applicant agrees to abide by the provisions as set forth in Section 7 of the *RCC Facilities Use Guidelines*.

Applicant agrees to be responsible for rental and fees on behalf of the person or organization named above. In addition, I and my group shall assume all liabilities for damage which may occur in, on, or about any RCC facilities as a result of using those facilities.

Applicant has received a copy of the *RCC Facility Use Guidelines*, which includes information on accessibility of the RCC facilities.

I have read, understand and agree to the statements above.

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

College Use Only

Contract Reviewed By: \_\_\_\_\_

Project Code: \_\_\_\_\_ Proof of Liability Insurance (if applicable)

Date Reserved: \_\_\_\_\_ Date of Cancellation (if applicable): \_\_\_\_\_

Applications over \$1000.00 require approval of Curtis Sommerfeld, VP of College Services prior to rental: \_\_\_\_\_

**Rogue Community College**  
**Section 2.3**  
**Facility Use Liability Release Form**

Name of User/Business/Group (User): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Facility being requested: \_\_\_\_\_

Description of Activity (Activity): \_\_\_\_\_

**Indemnification:** In consideration for use of Rogue Community College's property, **User agrees to waive and discharge any and all claims against Rogue Community College and release it from liability for any loss regardless of cause**, including claims for any negligent actions of Rogue Community College or its employees or agents, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** Rogue Community College, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of Rogue Community College's facility, up to and including injuries stemming from the negligent actions of Rogue Community College or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

**Insurance:** The User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence to include Rogue Community College as a named insured under the general liability insurance policy.

**Property Damage:** User agrees to reimburse Rogue Community College for damage to Rogue Community College's property that is caused by User or User's members, employees, agents, contractors, suppliers, or guests.

**Alteration, addition, or improvement:** User shall not make alterations, additions, or improvements to Rogue Community College property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then Rogue Community College in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.

**Repairs, Maintenance, and Cleanup:** At User's sole expense, User shall maintain in good repair the areas of Rogue Community College's property utilized under this Agreement. As determined by Rogue Community College's sole discretion, User agrees to repair, replace, or compensate Rogue Community College for any cleanup required or for any damage sustained to Rogue Community College property arising from User's use of Rogue Community College's property. Upon User's completion of use of Rogue Community College's property, the User shall leave the property in the same or better condition as received.

**Right of Entrance:** Rogue Community College retains the right to enter Rogue Community College property at all times during the term of this Agreement, including the property being used by User under this Agreement.

**Rogue Community College**  
**Section 2.3**  
**Facility Use Liability Release Form**

**Accessibility:** RCC strives to maintain facilities that are accessible to all. Please note that, at the present time, not all buildings meet ADA requirements. RCC facilities that do not currently meet ADA compliance standards include; the Marjorie Holzang Bowl. While these facilities are available for public use and rental, users must be notified of the accessibility limitations. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and Rogue Community College shall not be liable for any loss resulting for User's failure to comply.

**Anti-Discrimination Policy:** User warrants that it does not discriminate in any programs, activities, or employment practices on the basis of race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws. Rogue Community College reserves the right to deny use of Rogue Community College facilities to groups that do not comply with the Rogue Community College's anti-discrimination policy.

**Bloodborne Pathogens:** User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.

**Rogue Community College's Name/Logo:** All uses of Rogue Community College's name or logo must be approved in writing by Rogue Community College's Director of Marketing & Communications prior to use. User shall not state or imply that Rogue Community College sponsors or endorses User or is responsible for User.

**Rogue Community College's Policies:** Rogue Community College is committed to providing a safe and healthy environment for its employees, students and visitors. User agrees that the school property will be used in accordance with Rogue Community College's rules and School Board policies. Note that the use, display, or vending of any drug, alcohol, and/or marijuana product is prohibited on all Rogue Community College property, including buildings and outdoor areas. Smoking and other tobacco use is not permitted except in designated smoking areas.

**Modification:** No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by Rogue Community College's Superintendent.

**Severability Clause:** This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**Waiver:** Failure by Rogue Community College to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by Rogue Community College of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

**User certifies to have read this document and fully understand its contents.**

Signature of User or User's Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## Section 6

### **Insurance Requirements for all External Organizations**

**All external organizations** with the exception of Category “C” are required to submit proof of insurance at lessee expense as follows:

- Commercial General Liability
  - Bodily Injury and Property Damage
    - Combined Single Limit \$1,000,000
  - Products Liability (if food will be served)
    - Combined Single Limit 1,000,000
- Automobile Liability
  - Limit of Liability --\$1,000,000—this coverage should be included if vehicles of the sponsoring organization will be operated on College premises.
- Workers Compensation – Statutory Coverage in accordance with workers compensation laws of the State of Oregon for employees of the lessee working on the College premises.

Rogue Community college must be listed as Additionally Insured on the Certificate of Liability Insurance.

Insurance certificate must be provided when reservations are confirmed (upon payment of facilities use fee to the College Budget and Financial Services Department and execution and delivery of lease). All insurance coverage must be written with insurance companies authorized to do business in the service area. All insurance certificates are subject to the approval of Rogue Community College.

#### **Additional Requirements for External Organizations**

- Facility use fees shall be paid to the College Business Office upon execution and delivery of the lease. The full facility use fee and applicable paperwork must be received before reservation is confirmed.
- No use of facilities is permitted until the signed lease is executed by both parties.
- Category “B” groups (non-profit) must submit a copy of the Internal Revenue Service Determination Letter certifying their non-profit status.
- Any group wishing to cancel a Lease Agreement may do so but a charge of 25% of the total fee will be assessed if notice is given to the Facilities Coordinator within two weeks of the event. Any group not giving the proper notice will be charged the full amount of the lease.

## Section 7

### Approved Guidelines for Use

Rogue Community College (RCC) is committed to the most fundamental principles of academic freedom, quality of opportunity, and human dignity.

RCC does not engage in or tolerate discrimination, harassment, or violence against any individual, including those with characteristics protected by federal, state, or local law.

To uphold these principles, RCC specifically promotes a safe and healthy learning and working environment and strictly adheres to the principles embodied in state and federal laws that prohibit discrimination, harassment and violence, including sexual harassment and sexual violence under Title IX of the Education Amendments Act of 1972, the Clery Act of 1990, the Violence Against Women Act of 1994, and the Pregnancy Discrimination Act of 1978, as well as Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disability Act (ADA) of 1990, the ADA Amendments Act of 2008, the Genetic Information Nondiscrimination Act of 2008, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Uniformed Services Employment and Reemployment Act, the Veterans' Readjustment Act of 1974, the Age Discrimination Act and the SaVE Act.

Administrative procedures addressing discrimination, harassment, and violence, including sexual harassment and sexual violence and procedures for identifying, reporting and resolving issues or potential issues are readily available for all students, faculty, staff and the general public, including contact information for the College's designated lead Title IX Coordinator and Deputy Title IX Coordinator(s).

RCC strives to maintain facilities that are accessible to all. Please note that, at the present time, not all buildings meet ADA requirements. RCC facilities that do not currently meet ADA compliance standards include; the Marjorie Holzang Bowl. While these facilities are available for public use and rental, users must be notified of the accessibility limitations.

The following restrictions apply to all functions for College activities and external organizations.

- A. Permission to use facilities will in all cases be in compliance with applicable state and local laws governing the use of public buildings.
- B. All organizations must adhere to College fire and safety codes and regulations.
- C. College officials or designated employees shall not be refused admittance to any function held on campus.
- D. Selling of goods or services or the solicitation for sale of goods or services is prohibited anywhere on campus, unless it is approved by the College's Chief Financial Officer.

- E. Smoking is permitted only in designated areas unless authorized by the College President for cultural events pursuant to Board Policy II.B.020.
- F. Alcoholic beverages are not allowed on RCC premises unless authorized pursuant to Board policy II.B.030.
- G. Firearms, destructive devices, or other dangerous weapons as defined by law are not allowed on RCC premises unless authorized pursuant to Board Policy II.B.040.
- H. Gambling is prohibited on any RCC campus or facility pursuant to Board policy II.B.060.
- I. Facility users must park in designated areas pursuant to Board Policy II.B.09.
- J. Signage, promotional, or advertising material used or distributed by any applicant requires prior College approval.
- K. Facilities and equipment used must be left in a clean and orderly condition. Failure to do so will result in additional charges based on time required to return the facility or equipment to its proper condition.
- L. Security and custodial charges will be charged as needed and/or requested. Large events may require additional security or custodial services.
- M. All apparatus and equipment owned by the College shall be operated and/or supervised by College personnel unless otherwise approved.
- N. There shall be no alterations to existing facilities, or installation of equipment, signs, posters, or decorations on or about the College premises by any party without prior approval.
- O. Rogue Community College reserves the right to place or waive other restrictions and requirements on the use of its facilities.