Procedure Name:	USE OF COLLEGE FACILITIES AND GROUNDS	
Approved By:	President's Council	
Approval Date:	November 28, 2023	
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Procedure Holder:	VP, Corporate Services	mountain
Operational Lead:	Director, Facilities and Security Services	college
Procedure Number:	FAC-009P	

# USE OF COLLEGE FACILITIES AND GROUNDS PROCEDURE

- 1.00 PURPOSE
  - 1.1 The purpose of this procedure is to provide guidelines for the use of Coast Mountain College (CMTN) facilities and grounds.

## 2.00 DEFINITIONS

## 2.1 Categories of Use:

- a) **Category (a):** regular scheduling of CMTN credit and non-credit courses (including workforce training/contract services and international courses)
- b) **Category (b):** the business of the College initiated by College employees, College labour groups, or students sponsored by an employee or the CMTN Student Union Executive
- c) **Category (c):** College-related use: the business of the College initiated by other than College employees and sponsored students
- d) **Category (d):** community or commercial use: includes activities by community groups, businesses, or College employees not relating to the business of the College.
- 2.2 **College Space for Rental Purposes**: A classroom, meeting room, atrium space, laboratory (computer labs, nursing labs, science labs), long house, office space, trades shops, wellness centre and other gathering spaces, with exclusion of the cafeteria and café.

## 2.3 **Community Groups:**

- a) commercial users
- b) non-profit groups groups with a registered non-profit number
- c) government agencies and public bodies ministries, schools, municipalities
- d) other community groups.
- 2.4 **Instructional Activities:** Learning and teaching activities currently offered or potentially offered by one of the instructional, workforce training/contract services, or educational service divisions of the College.

### 3.00 BOOKING PROCEDURES

- 3.1 Facility booking procedures will be established for each College campus on a site-specific basis and will be administered by Workforce Training at the Terrace campus or the Chief Administrative Officer at all other campuses (Smithers, Hazelton, and Prince Rupert).
- 3.2 A signed *Facility-Use Agreement* for all non-College events must be submitted by the person and/or organization making the booking.
  - a) Forms may be obtained at each campus.

#### 4.00 FACILITY-USE FEES

- 4.1 Facility use fees, with the exception of Waap <u>G</u>alt'sap, will be charged for all users as per Section C in the *Facility Use Request Form*.
- 4.2 Facility use fees for Waap <u>Galts'ap will be as per the "Fees/Licences/ Security/Deposits"</u> section in the *Request for Use of Waap <u>Galts'ap</u>* document.
- 4.3 Fees for major conferences, workshops, and special events will be determined on a caseby-case basis by Workforce Training or the Chief Administrative Officer, based on the level of service required, and in consultation with other appropriate administrators of the College.
- 4.4 Facility-use fees must be paid in advance of the date of the event.

#### 5.00 GENERAL TERMS AND CONDITIONS OF ALL FACILITY AGREEMENTS

- 5.1 Smoking is not permitted in any College facility or within three metres of College building entrances.
- 5.2 Food and beverage must be discussed in advance with Workforce Training or the Chief Administrative Officer.
  - a) Food and beverages are not permitted in certain designated spaces; these restrictions will be communicated to the user at the time of the rental agreement.
- 5.3 All College, municipal, provincial, and federal regulations, bylaws, etc. are to be enforced.
  - a) Every effort will be made by the College to fulfill any facility-use agreement. However, if extraordinary circumstances require it, the College reserves the right to cancel, interrupt, or revise any booking.
  - b) In such an event, all facility-use and other charges will be refunded.
- 5.4 The facility user shall indemnify and hold harmless the College and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims, or expense arising out of the use and/or occupation of the property belonging to the College by the facility user and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence of the College.

## 6.00 ADDITIONAL TERMS AND CONDITIONS FOR ROOM BOOKINGS

6.1 The facility user is to report any irregularity or dissatisfaction directly to Workforce Training or the Chief Administrative Officer.

- 6.2 Three days' notice of cancellation is required from facility users.
  - a) The total facility-use fee is payable for any booking cancelled with less than three days' notice.
  - b) In addition, facility users may be liable for extra charges if any employees must be paid for attendance because of lack of notice.
- 6.3 Responsibility for the repair or replacement of any equipment or facilities used by the facility user or its members, agents, or invitees will be fully borne by the facility user.
- 6.4 The facility user is responsible for room setup and is responsible for ensuring that room furniture is returned to its original configuration, unless special arrangements for setup have been made with Workforce Training or the Chief Administrative Officer.
- 6.5 The facility user shall agree to waive all rights of subrogation or recourse against the College with respect to the use or occupation by the facility user of the premises described in the permit or licence agreements.
- 6.6 Failure by the facility user to comply with the terms and conditions of the facility-use agreement as specified shall result in automatic termination of the agreement and subsequent cancellation of the booking.

## 7.00 ADDITIONAL TERMS AND CONDITIONS FOR EVENTS

- 7.1 The facility user is to pay all fees and any other charges two weeks in advance.
  - a) All facility-use fees are payable at the Campus.
  - b) Charges for room set-up, maintenance and/or catering will be in addition to any facility-use fees.
  - c) The College may charge a damage deposit at its own discretion.
  - d) Any damage deposit will be required two weeks in advance, as per the fee schedule.
- 7.2 With respect to bookings and events, questions and concerns will be directed to the facility user's original point of contact.
- 7.3 Two weeks' notice of cancellation is required from facility users.
  - a) The total facility use fee is payable for any event booking cancelled with less than two weeks' notice.
  - b) In addition, facility users are liable for additional costs incurred by the College because of the lack of notice.
- 7.4 All certificates and licences must be filed with Workforce Training or the Chief Administrative Officer at the time of payment, two weeks before the event.
- 7.5 The user will meet all the College contractual obligations.
- 7.6 Responsibility for the repair or replacement of any equipment or facilities used by the facility user or its members, agents, or invitees will be fully borne by the facility user.
  - a) The College may require the facility user to attend an inspection of premises before the event and following the event.
  - b) If damage occurs and it is determined by the College to be in excess of the damage deposit the user will pay the additional amount.

- 7.7 Fees may be waived in those cases where the event serves as a learning experience for students.
- 8.00 ADDITIONAL TERMS AND CONDITIONS FOR BOOKING WAAP GALTS'AP, (CAMPUS LONGHOUSE)
  - 8.1 The facility user will abide by the terms conditions laid out in the *Waap Galts'ap Rental Agreement* which must be completed and signed prior to use.

## 9.00 RELATED POLICIES, PROCEDURES, AND SUPPORTING DOCUMENTS

- 9.1 FAC-001, Space Allocation Policy
- 9.2 FAC-005, Use of College Resources Policy
- 9.3 FAC-009, Use of College Facilities and Grounds Policy
- 9.4 <u>HMR-007, Smoking Policy</u>
- 9.5 Facility Use Request Form
- 9.6 Waap Galts'ap Rental Contract

#### 10.00 HISTORY

Created/Revised/ Reviewed	Date	Author's Name and Role	Approved By
Created	2023	P. Pryce, Director, President's Office	President's Council