

Rock Valley College

Facilities and Grounds Rental Procedure

RVC Administrative Procedure (2:40.010)

Overview

The Board of Trustees of Community College District 511 (the "Board"), doing business as Rock Valley Community College (the "College") recognizes as an important responsibility the development and implementation of a comprehensive program of community services for the residents within Community College District 511. Consistent with this recognition, the Board encourages the use of College facilities and grounds by community groups, by way of rental, at such times as the facilities and grounds are not required for College purposes or activities. Requests to rent College facilities and grounds will be considered on a first-come, first-served basis in accordance with rental priorities set forth in the College's policy and procedures. Rental requests will be managed by the College's Facilities, Plant, Operation and Maintenance Department. The College reserves the right to deny the rental of any or all parts of the College facilities and/or grounds should the proposed rental not comply with its Facilities and Grounds Rental Policy & Procedures.

Due to the College's objective not to compete with local entities that support the College through their tax base, private rental of College facilities and grounds is not included as part of this policy and procedures. Private rental of College facilities requires authorization by the President of the College.

All groups/individuals using College facilities or grounds are subject to the College's rules and regulations as well as all local, state, and federal laws. All College rules and regulations as well as all local, state, and federal laws may be enforced by the Rock Valley College Police Department and/or local law enforcement agencies who shall have access to all College facilities and grounds at all times. at all times to the College campus.

The Board will empower the College's administration to annually review and update this policy and procedures, as needed, each July.

Facility and Grounds Rental Priority:

To provide for maximum use of College facilities by the community, and to minimize the potential for conflict related thereto, rental of College facilities and grounds shall be in accordance with the following priority order.

Rental priority will be as follows:

Rock Valley College

1. The College's instructional program (credit courses).
2. The College's Community Education/Technical Skills Outreach and Adult Education programs including, but not limited to, Whiz Kids and Upward Bound.
3. Meetings of the Rock Valley College Board of Trustees
4. Rock Valley College sponsored educational/training conferences, workshops and seminars; meetings of recognized administration, instructional divisions/departments, the Rock Valley Foundation and/or other departments; meetings of College boards/bodies such as the Faculty Council, or standing and ad hoc committees composed of College personnel.
5. Student clubs and organizations officially recognized by the Student Life Office.
6. Conferences, workshops, and seminars involving community groups, with or without College representation.
7. Meetings of any lawfully constituted community organizations or public group, operating within the boundary of the College's geographical district, with or without College representation.
8. Meetings of any lawfully constituted community organization or public group, operating outside the boundary of the College's geographical district.

The type or purpose of a section of the College's facilities and grounds will be considered in determining rental priority. Examples of such consideration are as follows:

- Use of the Physical Education Center for physical education activities including athletics.
- Use of the Bell Center to host the Center for Learning in Retirement classes and workshops. (Note: Classes and workshops through the Center for Learning in Retirement shall receive first rental priority in the Bell Center.)

Use of any College facilities or grounds on a rental basis may be canceled at any time prior to such use should such facilities or grounds be needed for college purposes.

Application Process

The College requires any person, group, or organization seeking to rent any College facilities or grounds to complete an event application form and Rental Contract. An event application form can be obtained as follows:

1. Employees may obtain an event application form by:

Rock Valley College

- a. Downloading the form from the College's employee intranet.
 - b. Contacting the Facilities, Plant, Operation, and Maintenance Department (FPOM).
2. Students or Student Groups may obtain an event application form by:
 - a. Contacting the Dean of Students or Manager of Student Life Office.
 - b. Through the ENGAGE student web portal.
 3. All other individuals, groups, or organizations may obtain an event application form by:
 - a. Contacting FPOM at 815-921-4300 and requesting an application.
 - b. Visiting the FPOM office located inside the Support Services Building (SSB) located on the College's main campus.

All applications will be reviewed in accordance with the College's Facilities and Grounds Rental Policy and Procedures.

Rental and Usage Policies

1. The College is closed for events on the following days: New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas day, as well as the week between Christmas and New Year's Day.
2. Excepting those authorized by the College's President or his/her designee, no Sunday rentals will be permitted.
3. Non-profit organizations may qualify for reduced rental and service rates, subject to the organization's submission of proof of its tax-exempt status. Non-profit organizations renting College facilities or grounds for fundraising purposes shall not be eligible for the reduced rental and service rates.
4. College facilities and grounds may be rented by commercial organizations at the applicable commercial rental and service rate, so long as the organization's services are not in direct competition with services provided by the College.
5. When College facilities or grounds are rented by a group which is co-sponsored by the College, or when such group's activities benefit the College, upon written authority of the College President or member of the Executive Leadership Team certain rental or service fees may be waived.
6. Should College property be removed, damaged, or abused, the cost of repair or replacement shall be paid by the group renting the effected facilities or grounds. The authorized representative of the group renting College facilities or grounds assumes responsibility for observation of all restrictions imposed as part of a facilities or grounds rental as well as any removal, damage, or

Rock Valley College

abuse of College property.

7. Restrictions on smoking, eating, and drinking in rooms and buildings must be observed.
8. Smoking is prohibited throughout the College's facilities and grounds, excepting inside personal vehicles. Controlled substances and weapons are prohibited throughout the College's facilities and grounds.
9. Possession or consumption of cannabis, illicit drugs, or narcotics is not permitted on College property. Any person in possession or under the influence of such substances may be required to leave the campus and/or be subject to arrest.
10. Possession or consumption of alcohol on College facilities or grounds is only permissible after obtaining prior authorization from the College President or designee. When properly authorized, the college will designate the location, type, and manner of distribution of the alcohol on College facilities and grounds. Proper local alcohol permits must be obtained at least two weeks prior to the event. No one under the age of 21 may consume alcohol on College facilities or grounds. Student organizations are not allowed to serve alcohol at any College events and must comply with all Student Handbook regulations.
11. Gambling and games of chance on College facilities or grounds is only permissible after obtaining prior authorization from the College President, or designee, as well as any applicable permits.
12. Decorations used when renting College facilities or grounds must be in accordance with regulations put forth by the Office of the State Fire Marshall. All decorations must be flame- proof, tasteful, and not used in a way that may damage or destroy College property including walls and woodwork. The use of any material or device which constitutes a hazard is expressly prohibited.
13. Student use of College facilities and grounds is subject to the General Rules and Regulations listed in the current Student handbook.
14. Meetings and activities involving individuals under the age of 18 on College property, including gatherings of student groups, must always be supervised by an individual over the age of 18.
15. No unauthorized use of hazardous and toxic materials is allowed on College property.
16. Animals, excepting those used in service for the disabled, are prohibited from entry into all College buildings.

Rock Valley College

17. Facilities or grounds rentals may require the presence of uniformed Police and/or Fire Department personnel, as determined by the College. Parties renting facilities or grounds must pay for uniformed Police and/or Fire Department service, as required. All arrangements for uniformed Police and/or Fire Department service must be made with the College in advance of any rental.
18. The College reserves the right to deny any rental request and/or to cancel any meeting or event due to circumstances endangering public safety. Requests for use may be denied when, in the judgment of the College President or designee, the party renting College facilities or grounds, or material related to such rental, is considered unacceptable for presentation on the College's premises. Factors considered in determining which parties or materials are unacceptable are as follows:
 - a. Whether the amount of people attending the event, or the place or time of the event will substantially impede the College's operations or significantly disrupts or interferes with the College's regular activities including, but not limited to, classes.
 - b. Whether the renting party or material related to such rental substantially interferes with the rights of others or takes place on College premises or at times where persons are not authorized to be.
 - c. Whether the renting party or material related to such rental significantly disrupts previously scheduled campus events.
 - d. Whether the renting party or material related to such rental obstructs entrances or exits to buildings.
 - e. Whether the renting party or material related to such rental obstructs vehicular or pedestrian traffic.
 - f. Whether the speaker(s), group or organization has a history of using inflammatory speech that is intended to or effectively provokes a crowd to carry out violent and unlawful action.
 - g. Whether the speaker(s), group or organization has a history of using intimidating speech directed at a specific individual or group in a manner that is likely to provoke a violent reaction.
 - h. Whether the speaker(s), group or organization has a history of targeted harassment or threats or conduct that creates a pervasively hostile environment for vulnerable students.
19. The party renting College facilities or grounds, and its members, shall be liable for any and all loss, accident, neglect, injury, or damage to person, life, or property which may be the result of, or may be caused by the party's

Rock Valley College

occupancy of the facilities or grounds, and for which the College might be held liable. The party shall protect and indemnify College, the Board, and/or any of its officers, agents, or employees and hold them harmless in every way from all suits or actions at law for damage or injury to persons, life, or property that may arise or be occasioned in any way because of the party's occupancy of the facilities or grounds. All parties desiring to rent College facilities or grounds must enter into a written agreement in a form approved by the College and furnish a certificate of liability insurance meeting the requirements set forth in Section D (Insurance Requirements). Any organization entering into a written agreement pursuant to this Policy must also complete and submit to the College an Indemnification and Release prior to the starting date of the event in a form substantially similar to Section E (Indemnification and Release).

20. A non-refundable deposit may be requested for use of College facilities or grounds. An original signed rental agreement and certificate of insurance must be received by College a minimum of one week prior to use of facilities/grounds. Exceptions to this timeframe may be granted at the discretion of an appropriate College official. Adjustments for the extra service provided will be sent via invoice within thirty (30) days following use of College facilities or grounds.
21. Facilities and grounds rental applications must state specific facilities, dates, and hours requested. The hours requested must account for time needed to open, set-up, take-down, and close facilities, or grounds in addition to the time of actual use. Identification of Information Technology ("IT") requirements must also be outlined in the request. The user group is responsible for ensuring that facilities are vacated as scheduled.
22. Student groups required to develop an event as a class project should follow all other rules and regulations set forth in this document. The Manager of Buildings and Grounds or designee will assist the students to develop a successful event within the parameters of the class project and to help mitigate costs to enhance the learning experience.
23. Any organization providing food at an event must provide a completed W9 and a Certificate of Insurance (CIO), naming the College as an additional insured, from the food vendor to the College's Office of Business Services. These documents must be provided at least five (5) full business days in advance of the start of the event.
24. A late cancellation/no-show fee of \$50 will be assessed if cancellation occurs less than two (2) full business days in advance of the event. Any fees incurred up to the point of cancellation will be assessed against the party renting the College facilities or grounds.
25. All matters associated with IT-related functions (voice, video, and data services) must be coordinated with the College's office of Information of

Rock Valley College

Technology.

26. Fees will be assessed for:
 - a. IT related functions (voice, video, and data services).
 - b. Maintenance staff.
 - c. College Police Officers and any additional officer fees, should an outside police agency be needed to assist.

27. The following are not allowed on the College Campus.
 - a. Tailgating.
 - b. Overnight camping. (Note: Overnight parking is prohibited without prior authorization.)

Any outdoor rentals or other events will not be moved to an indoor site under any circumstances. Any organization assumes all risks and liabilities arising out of the cancellation of any outdoor rental in accordance with the procedures set forth herein.

Insurance Requirements

(These rates are subject to review based on events and applicability.)

Before moving equipment or personnel onto the premises, the Lessee shall procure the following types and amounts of insurance as required by Rock Valley College to protect the Lessee, Agents and Employees and others for whose operations the Lessee may be responsible for insurance amounts that are in effect at the signing of the rental contract. Current insurance limits are available in the RVC CFO's office, and any deviations must be approved by that office.

1. Workers Compensation/Employers Liability-Limit \$500,000 per accident.
2. General Liability-Limits \$1,000,000 each occurrence, Bodily Injury/Property Damage including Premises/Operations, Completed Operations, Products, Protective Liability with the Broad Form General liability endorsement attached and \$2,000,000 general aggregate.
3. Automotive Liability-Limits \$1,000,000 each occurrence, Bodily Injury/Property Damage including all Owned, Non-Owned and Hired Automobiles.
4. Umbrella Liability-\$1,000,000 each occurrence, \$2,000,000 general aggregate, each occurrence, Bodily Injury/Property Damage.
5. Addendum to Rock Valley College Rental/Reservation Agreement must be signed and included with the Certificate of Insurance.

****NOTE: Student Organizations registered at Rock Valley College will not be required to have the above listed insurance; however, any outside guest speaker or group the student organization may invite onto RVC to speak must comply with the insurance requirements.**

Rock Valley College

Indemnification and Release

In consideration of permission granted by Rock Valley College (the College) to the undersigned relating to the use of the College's facilities and grounds, the undersigned hereby agrees to hold the College harmless and to indemnify and protect said the College and its trustees, officers, employees and agents from any claims for damages, or expenses of defending any such claim for damages of any nature resulting from the use of said premises by the undersigned, it's agents, representatives, invitees, or any other persons including, but not limited to, the repair of any damages to any school property, of any nature resulting from such use by the undersigned, it's representatives, agents, invitees or other persons as a result of such use.

Further, in consideration of the permission granted by the College for use of its facilities and grounds, the undersigned acknowledges that the College reserves the right to immediately terminate the Rental Contract in the event of any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection, pursuant to applicable Illinois regulations and the Centers for Disease Control and Prevention ("CDC") guidelines, including but not limited to COVID-19.

The undersigned assumes full responsibility for implementing safety measures to avoid the spread of infectious illness and agrees to abide by all applicable Illinois regulations and CDC guidelines in connection with the undersigned's use of the College's grounds and facilities. The undersigned agrees to hold the College harmless from any claims for damages, or expenses arising from any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection. In the event of any pandemic, epidemic, endemic, or outbreak as defined by the CDC, the undersigned agrees to reimburse the College for cleaning and disinfectant services, an invoice for which will be mailed to the undersigned within 30 days of incurring such cleaning and disinfectant services.

Date: _____ Organization Name: _____
Printed Name of Applicant: _____ Signature of Applicant: _____

Review Process

Each application for rental or use of college facilities or grounds shall be reviewed by FPOM and/or followed to the following departments for review prior to the event occurring:

1. Office of Financial Services
2. Information Technology Department
3. Rock Valley College Police Department
4. Public Relations
5. Department Disability Services

Reference: Board Report #6477

Implemented: June 24, 2021