

MANUAL OF PROCEDURE

PROCEDURE NUMBER: 3908

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PROCEDURE TITLE: Use of College Facilities by External Organizations

STATUTORY REFERENCE: FLORIDA STATUTE 1013.10

BASED ON POLICY: V-24 Use of College Facilities

EFFECTIVE DATE: July 30, 1970

LAST REVISION DATE: December 10, 2018

LAST REVIEW DATE: December 10, 2018

I. PURPOSE

To provide a means whereby College facilities (“College Facility”) may be used by external person(s) or organization(s) (“User” or “Users”) without causing the campus to compromise its educational programs, or to incur additional expense or liability.

II. PROCEDURE

A. Submission of Requests and Schedule of Events:

1. All requests from Users to use College Facilities will be submitted in writing on the form provided by the College, in advance of the date requested. Requests shall be reviewed by the designated campus administration official (“Campus Representative”) for preliminary approval, in accordance with applicable procedures and terms of the College. The College reserves the right to determine whether a proposed use of a College Facility is commensurate with the philosophy, objectives, mission, and commitment of the institution.

Campus Representatives are as follows:

- a. Hialeah Campus: Director of Campus Administration, 1776 West 49th Street, Hialeah, Florida 33012;
- b. Homestead Campus: Director of Campus Administration, 500 College Terrace, Homestead, Florida 33030;
- c. InterAmerican Campus: Director of Campus Administration, 627 SW 27th Avenue, Miami, Florida 33135;

- d. Kendall Campus: Senior Director of Campus Administration, 11011 SW 104th Street, Miami, Florida 33176;
 - e. Medical Campus: Director of Campus Administration, 950 NW 20th Street, Miami, Florida 33127;
 - f. North Campus (including the Entrepreneurial Education Center): Senior Director of Campus Administration, 11380 NW 27th Avenue, Miami, Florida 33167;
 - g. West Campus: Executive Director of Campus Administration, 3800 NW 115th Avenue, Doral, Florida 33178; and
 - h. Wolfson Campus: Senior Director of Campus Administration, 300 NE 2nd Avenue, Miami, Florida 33132; and
 - i. Koubek Center and Tower Theatre: Executive Director of Cultural Affairs, Koubek Center: 2705 SW 3rd Street, Miami, Florida 33135, and Tower Theatre: 1508 SW 8th Street, Miami, Florida 33135.
2. The College will provide a User, upon request, with its Request for Use of Miami Dade College Facilities form which will require the User to provide the College at least the following information:
- a. Name of the person or organization seeking to use the College's facilities.
 - b. Name, title, email, and phone number of the USER's contact person.
 - c. Whether User is an individual, a for-profit or non-profit entity, or a governmental entity.
 - d. Title of the activity.
 - e. Requested College Facility, if known.
 - f. Nature of the activity (what is the purpose/topic/reason for the activity) and projected attendance.
 - g. If available, a copy of the program or agenda for the event.
 - h. Whether there will be an admission charge or fee.
 - i. Whether any sales will be involved, including food or alcohol.
 - j. Date and time, including alternate dates and times, College Facility is needed, including date(s) and time(s) of the activity, specifying the activity's start/end time, including set up, breakdown and clean up.

- k. Whether any special set ups will be needed. Diagrams indicating number and location of furniture and equipment, etc. is helpful
 - l. Whether and special equipment, furniture, services will be needed, such as microphones, podiums, televisions, easels, chairs, tables, A/V services, custodial, security, food service, videotaping, flags, etc.
 - m. Estimated number of attendees.
 3. Once the written request form is received by the Campus Representative, information will be sent to the User, which will include communication of general approval or disapproval. If the request receives preliminary approval, a standard contract form “Agreement for Temporary Use of MDC Facilities”, an invoice, and a map identifying the College Facility will be sent to the User.
 4. The User will return to the Campus Representative the fully executed Agreement, and the signed invoice. Both of these items must be received before a Final Approval will be given, and the College Facility and agreed upon date reserved. Payment for the use of the College Facility may be made by check payable to “Miami Dade College”, or by any other College-approved payment method, such as credit card or wire transfer.
 5. The completed Agreement should be submitted to the Campus Representative at least two (2) weeks prior to the event. College-sponsored events have first priority and the College reserves the right to alter the scheduled use of its facilities by notifying the User 48 hours or more prior to a scheduled event.
 6. The Campus President or designee will be responsible for:
 - a. Approval or denial of request.
 - b. Determining fee category.
 - c. Identifying facilities, supporting equipment and personnel to be provided and/or required by the College.
 7. The College President or designee will be responsible for reducing or waiving any fees assessed for the use of its facilities and grounds when in the best interests of the College. When the decision is made to reduce or waive any fees assessed for the use College facilities and grounds, a complete copy of the fully executed Agreement, including the signed addendum confirming the reduction or waiver of fees, must be sent to the Office of the College Provost within fifteen (15) days.
- B. Special Requirements and Conditions
 1. The College is an equal access/equal opportunity institution and Users will not be discriminated against as provided for in state and federal law.

2. The College reserves the right to deny requests for use of its facilities at its sole discretion.
3. Groups or organizations using College facilities shall conform to all Florida laws, College, local and municipal rules, ordinances, and fire regulations.
4. The College may furnish utilities by means of the appliances installed for ordinary purposes, but for no other purposes. The College shall not be liable for any interruptions, delays, or failure in furnishing any of the same caused by anything beyond the control of the College.
5. The College shall not be responsible for any damage, accidents or injury that may happen to the User or its agents, servants, employees, spectators and any and all other participants and/or property from any cause whatsoever arising out of or resulting from the contracted activity during the period covered by “Agreement for Temporary Use of MDC Facilities” and the User releases and holds harmless the College from, and agrees to indemnify the College against, any and all claims for such damage, accident, or injury.
6. The User shall:
 - a. Obtain in advance of the event at the User’s own cost and expense any and all licenses or permits required by law and ordinance.
 - b. Take the premises as the User finds them at the time of occupancy. In the event the User finds it necessary to remove or change the equipment, the changes shall be made by the User at the User’s expense and shall be replaced as found; provided however, that no removals or changes shall be made without prior written consent of the Campus President or designee.
 - c. Remove from the premises immediately following the conclusion of the event all equipment and material brought by the User, unless prior written approval has been obtained from the Campus President or designee. MDC assumes no liability for the User’s equipment or material and any equipment or material left on the College property are deemed abandoned and may be stored or disposed of in the College’s sole discretion.
 - d. Coordinate with the Campus Representative no later than one (1) week in advance for the approval of and delivery of any and all equipment.
 - e. Not assign the agreement or sublet the premises without written consent of the Campus President or designee.
 - f. Not bring on the premises, keep, possess, or use any illegal drugs or gambling devices of any kind.
 - g. Not use or store or permit to be stored in or on any part of the College’s premises any substance or thing prohibited by any law or ordinance, or by

standard policies or fire insurance companies operating in the State of Florida.

- h. Defend and indemnify the College, its trustees, administrators, employees, and agents against any claims or liability for workers compensation, or any other liability, including, but not limited to, public liability, property damage liability, personal injury, or any other suit or actions at law which may arise or accrue by reason of use by the User of the Campus Facility. In addition, User shall assume full responsibility for the character, acts and conduct of all persons admitted to the Campus Facility by the User or its agents.
- i. Provide the College a Certificate of Insurance with policy endorsed to name “The District Board of Trustees of Miami Dade College, Florida” as an Additional Insured. Minimum insurance shall include, General Liability Insurance, including contractual liability and products and completed operations coverage, with minimum limits of liability of \$1 million per occurrence and \$1 million in the aggregate and workers compensation insurance at the statutory limits and employer’s liability of \$1,000,000.00 each accident/disease-each employee & policy limit, for its protection and the protection of COLLEGE. Self-insured public entities with a general and automobile liability risk management program, including the administration of general and automobile liability claims, settlement of claims, a loss control program and trust fund pursuant to Florida law will be required to maintain the insurance program pursuant to Florida law. Depending on the nature of the event, the College may increase these minimum limits of liability, require additional insurance coverage, or waive this requirement. **The Certificate of Insurance, or proof of self-insurance must be received by the College no later than three (3) business days before the event.**
- j. Present, upon the College’s request, an advance fee or a security deposit and/or damage deposit at least one week prior to the event. This payment shall be made payable to “Miami Dade College”. The deposit will be returned to the User by the College after all financial obligations have been fulfilled, the Campus Facility satisfactorily returned to the College, and there not being other outstanding amounts due.

7. Alcohol

- a. The sale and/or service of any alcoholic beverages on any College property is prohibited unless approved in writing and in advance by the Campus President or designee.
- b. Alcoholic beverages shall not be sold or provided to any person for off-site consumption.
- c. Alcoholic beverages shall not be permitted outside of the Campus Facility or other designated area.
- c. Campus Representative must receive written notice no less than three (3) weeks prior to the event that alcoholic beverages may be sold or served.

- d. Any entity **serv**ing alcoholic beverages must include host liquor liability coverage with no less than the insurance limits as required above in Section II.B.6.i.
 - e. Any entity **sell**ing alcoholic beverages must obtain the required license and include liquor liability coverage with no less than the insurance limits required above in Section II.B.6.i.
 - f. Persons serving alcohol must provide current and valid evidence of completion of the Florida TIPS Training.
 - g. Users may be required to provide additional security and/or off-duty law enforcement officers to provide security at the User's cost.
 - h. College-approved organizations may sell or serve alcoholic beverages with prior written approval by the Campus President or designee.
 - i. A College-sponsored event for non-College groups/organizations can sell or serve alcoholic beverages with prior written approval by the Campus President or designee.
 - j. All non-College groups/organizations **must** purchase, at their cost, insurance, as required herein, to provide coverage to sell or serve alcoholic beverages, **even** if they are using College facilities for College-sponsored events.
8. The following regulations shall be followed
- a. Smoking, including vaping, will not be allowed on any College property, nor will the use of controlled substances, which violate any federal, state or county statutes.
 - b. Food and Beverage will only be allowed, as authorized by the College.
 - c. College equipment will not be removed from the College under any conditions and User will be responsible for the full replacement costs in the event any equipment is found missing.
 - d. Placement of banners or promotional materials on doors, walls, furniture, drapes, etc. must have prior written approval of the Campus Representative.

C. College Use of Facilities Fee and Rate Schedule


1. Campus Administration Directors shall propose and review the College Use of Facilities Fee and Rate Schedule before it is submitted to College's Executive Committee for approval.
2. Reductions or waivers of any fees assessed for the use of College facilities and grounds shall only be made by the College President or designee and when in the best interests of the College.
3. College facility fees and rates may be changed at any time.
4. The fees and specific details for the use of College facilities are outlined on the College Use of Facilities Fee and Rate Schedule.

D. Payment of Charges

1. All payments must be made payable to “Miami Dade College”.
2. Final payment shall be received by the Campus Representative at least 48 hours prior to the event, unless agreed upon in writing and in advance.
3. All payments received by the College shall be deposited at the Campus Bursar’s office following the procedures in place for such deposits.
4. Any User not paying the agreed charges fees within the stipulated time will only be permitted to use the Campus Facility in the future after payment of any and all collection and delinquent charges and the payment in advance of any future reservations.
5. User shall be responsible for the payment of any and all taxes, including state sales taxes. If a User is tax-exempt entity in Florida, it must provide the College its current certificate of tax exemption.

III. EXCLUSIONS

- A. College reserves the right to deny permission for the use of its facilities under the following circumstances and as otherwise provided in law or College policy or procedure:
1. Activities deemed not in the best interest of the College.
 2. Specific facilities are not normally in operation.
 3. Individuals or groups not constituting a legal entity.

	
12/10/2018	
PRESIDENT	DATE