1.0 INTRODUCTION

Blackhawk Technical College (District) facilities may be utilized by outside organizations (Users) as provided by Policy K-600. The term “facility” shall include land, buildings and/or facilities owned or leased by the District. This policy does not apply to District divisions or organizations as fees and charges do not apply to activities of the District, such as student government activities, BTC labor associations, and professional academic associations.

2.0 ELIGIBLE ORGANIZATIONS*

a. Educational Partners – Organizations such as K-12 districts within the District and post-secondary institutions with direct partnership relationships with the District. Partners may not offer competing programming that BTC offers or could offer and typically will have articulation agreements to accept District credits. Educational partners include invited state and federal guests of the President’s Council. Educational partnerships may be created only by the President or Vice President of Learning.

b. Overlapping Governmental Units & Agencies – Organizations supported by income or property tax resources that overlap the College District, which share similar but not identical tax bases.

c. Not-for-profit 501(c)(3) organizations with an office or direct service in the BTC District.

d. All other organizations, including businesses, religious organizations, political action groups, and groups not recognized by the IRS as a 501(c)(3).

3.0 FEES & CHARGES

a. Facility Rental Fees – A rental charge for the use of the facility that partially covers the cost of providing a facility.

b. Minimum Setup/Cleaning Fee – Minimum charge to recover BTC’s direct costs in providing for the occupancy, i.e. forms, administrative processing, minor supplies and labor, when specific direct charges (see 3.0.c) do not apply.

c. Direct Cost Reimbursable Charges – Charges to recover the incremental cost of labor, employee benefits, cleaning contractor and other expenses directly attributed to the occupancy. Examples include: required staffing beyond normal operating hours, additional clean-up, set-up, Information Technology (IT) support, and security staffing, downlink broadcast fees and technician labor/benefits, media materials, and any other supplies. For certain unique situations, charges may include costs for incremental electricity, heat, air conditioning, etc., when the size or nature of the event warrant.
d. IT Support Services – Charges directly attributed to occupant’s request for IT staff and equipment support in any IT environment.

FEES APPLICABLE TO ORGANIZATIONS:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Rental Fee</th>
<th>Minimum Base Cleanup</th>
<th>Direct Cost Recovery</th>
<th>IT Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Partners</td>
<td>0 – 100%*</td>
<td>0-100%*</td>
<td>90-100%*</td>
<td>100%</td>
</tr>
<tr>
<td>Overlapping Governments</td>
<td>0-100%*</td>
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<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>501 (c)(3)</td>
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<td>100%</td>
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</tr>
<tr>
<td>All Others</td>
<td>100%</td>
<td>$25</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

- Rental fees are assumed to be at 100%, except by written approval of the President or Vice President of Finance & College Operations. Reductions must be directly proportional to the direct benefit of the partnership to the College.

4.0 GENERAL REGULATIONS

a. Approval to use facilities is provided “first come” based upon the date the fee is received in the District Office (Executive Assistant – Facilities Specialist).

b. The College reserves the right to limit or deny access to any parties or organization which may impair the reputation of the College, expose property, staff or students to danger or financial risk, or otherwise be detrimental to the student learning environment. Use of facilities for any non-college activity never constitutes an endorsement of the organization or the contents of its programs.

c. The College may, at the discretion of the Vice President of Finance & College Operations, limit use of facilities outside of normal business hours if use requires an inordinate operational impact, i.e. availability of staff, three-day weekends, non-contact days, and semester breaks.

d. Facilities users are not permitted:

1. To charge entrance or participation fees, or sell, give away, or promote commercial products or services, except for Educational Partners under separate contract with the BTC Business Office.

2. To conduct sectarian or religious instruction.

3. To conduct “for profit” activities (except educational partners under contract).
4. To discriminate with respect to membership in their organization or admission to the proposed use on the basis of race, color, creed, national origin, ancestry, religion, sex, handicap, age, marital status, sexual orientation, or political affiliation.

e. Facility use commitments will not be approved before May 1 (for Summer and Fall semesters) and December 1 (for Spring semester) in order to insure that student and District needs are scheduled first. Users may not displace District educational needs or consume an inordinate amount of available space.

f. Reservation commitments are not final until full payment for all fees and charges are received by the Business Office and a signed Facilities Rental Agreement and an adequate Certificate of Insurance are provided to the Vice President of Finance & College Operations. Evidence of IRS 501(c)(3) status must be provided (or on file) with payment, if applicable. Rental fees are non-refundable within fifteen calendar days of the first day of the event. Direct charge fees are refundable net of any District costs incurred, including a minimum $25.00 cancellation fee.

g. Facility use is limited to the areas approved on the Facilities Rental Agreement.

1. Food Service Requirements

i. Requests for food service in conjunction with the use of BTC facilities may be authorized. Food and/or non-alcoholic beverages may only be served in designated rooms as approved by the Vice President of Finance & College Operations.

ii. BTC contracts with a food service management company and grants to that company the right to provide all food and beverages for activities held in BTC facilities. The group or organization will usually be required to contract with the vendor operating BTC’s food service. On occasions, however, BTC may allow a group or organization to prepare and serve food at an event, or to have the event catered by another licensed food service provider. State and local requirements for the preparation and serving of food/beverages will apply to such service.

iii. Requests for food service will be authorized at the time that the use of facilities has been approved. Authorization for food service will be noted on the Facilities Rental Agreement.

iv. Food service is a separate contract between the food service vendor and the group or organization using BTC facilities. The cost, conditions of payment,
menu selection and type of service provided shall be negotiated directly between the organization and the food service vendor.

v. If food service cannot be arranged, use of the facilities may still be authorized.

h. Custodial/Maintenance Staff oversight is required. At least one BTC contracted custodian or maintenance person shall be on duty at all times during any proposed use, and such cost will be assessed to the user outside of normal scheduled hours. The staff on duty shall have the authority to limit or restrict the use of facilities if, in the judgment of the staff, the activities have the potential of resulting in harm or damage to persons or property.

i. Users will provide mature, responsible adult supervision for each use. Such individual shall be present at all times during the use or event and be designated by name on the written application. BTC reserves the right to determine the level of supervision required for the event.

j. Users are responsible for damage caused to persons or property as a result of intentional misuse, negligent acts, or inadvertent conduct during their use of the facilities. All users shall agree in writing, at the time of application, to indemnify, save, keep harmless and defend the Blackhawk Technical College District, its directors, officers, and employees from and against any and all loss, damage, injury, and liability claims and costs of whatever kind and nature resulting from injury to or death of any person or persons, and for loss or damage to any property occurring in connection with, in any way incident to, or otherwise arising out of the rental, occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or part from the negligent acts or omissions of the user. User is responsible for District’s reasonable attorney’s fees and costs incurred to enforce this policy and administrative regulation, including without limitation, the above hold harmless obligation.

k. Prohibited or Restricted Conduct – All users shall be subject to the rules of conduct in effect for BTC agents, employees, or students at the time of their proposed use. The following conduct is specifically prohibited or restricted:

1. Controlled Substances – No controlled substances, or persons under their influence, as defined by Wisconsin statutes at the time of the proposed use, shall be permitted on the premises.

2. Smoking – Smoking is NOT permitted anywhere inside BTC buildings. Smoking is permitted only in designated outside areas.
3. Alcoholic Beverages and Beer – Alcoholic beverages or beer are NOT allowed on District premises or in District buildings. Intoxicated persons will not be allowed on BTC premises or inside BTC buildings at any time.

4. Gambling – Gambling of any nature is NOT permitted on BTC premises or inside BTC buildings.

5. Illegal Acts – Illegal acts by a user group is immediate grounds for cancelation, i.e. illegal software use, illegal downloads, solicitation of political contributions, violation of any health, fire, and safety rules of the District, state of Wisconsin, or the federal government, while on District property.

6. Unauthorized advertising or signage on District property.

7. Use of tape, nails, thumb tacks, pins, or staples on walls for displaying signs, banners, or material of any type.

l. Blackhawk Technical College carries general liability insurance to protect the District Board, staff, and students involved in District-related activities. Individuals, groups, or organizations using District facilities shall make arrangements to provide adequate insurance coverage for themselves and those participating in the event, and no less than $1,000,000 per incident. Users are required to provide a Certificate of Insurance naming the District as an “additional insured” for the event(s) to secure a facility use reservation.

m. Equipment needs beyond the standard equipment within the applicable room must be specified on the Facilities Rental Agreement. Use of specialized equipment may require a District staff member, and that direct cost must be assessed to the facility user. Equipment may only be moved by District staff, and additional fees may apply.

n. Ongoing scheduled use of facilities will not be allowed. Use of facilities more than five times per fiscal year (July 1 – June 30) by one organization requires written approval by the President or a Vice President. Use more than ten times per fiscal year requires a formal rental agreement approved by the President or Vice President of Finance & College Operations.

o. In certain situations, the user may be required to provide a security deposit. The security deposit, which shall be paid at the time of reservation, may be refunded if no damage or costs were incurred. Deposit level and refund will be determined by the Vice President of Finance & College Operations.

p. The President may waive the facility use fees when such action is considered to be in the best interest of the District.
q. The District reserves the right to cancel any rental reservations at any time without notice or cause.

r. The policy and applicable procedures regarding the use of District facilities may be amended at any time and without prior notice by the District.

Administrative Regulation Adopted: September 18, 1991
Revised: December 16, 1998; April 25, 2005; August 4, 2008