While College facilities and properties are primarily used to fulfill the mission of the College, the Blackhawk Technical College District Board shall make available College land, buildings and facilities to responsible individuals, groups and organizations when possible as a site for public community events and activities. To maintain safety security and order, to ensure orderly scheduling of College facilities, and to preclude conflict with College academic and curricular activities, the College reserves the right to limit community use by the following terms and conditions regarding time, place and manner of such activities:

1. Proposed use will not substantially interfere with or disrupt planned and scheduled District use of its land, buildings or facilities. BTC educational programs and support services shall be given first priority and will be accommodated before other groups are given permission to use District facilities.

2. Proposed use is consistent with the educational and public service mission and purpose of the District as set forth in Section 38.001 of the Wisconsin Statutes.

3. There is no threat of violence or group actions anticipated as a result of the proposed use (i.e., picketing, demonstrations, etc.) that would pose an imminent threat to school property or to the safety of others.

4. The individuals, groups, or organizations acknowledge that they do not discriminate with respect to membership in their organization or admission to the proposed event on the basis of race, color, creed, national origin, ancestry, religion, sex, handicap, age, marital status, sexual orientation, or political affiliation.

5. The proposed user must agree to comply with all District policies relating to use of College facilities. Failure to observe these policies will be justification for withdrawal or revocation of permission and refusal to grant future permission.

The District Board designates the President/District Director or his/her designee as having authority to approve the use of district facilities. Such use will be approved on a first come, first serve basis, and shall be approved in writing through a form developed for this purpose. Use of facilities or property shall be limited to those designated on the form and shall be in accordance with these policies and any special time, place and manner stipulations that are detailed on said form. All scheduling of facility use must be made at least two (2) weeks prior to the event.

BTC requested programming and tax supported and community service organizations may use the facilities without rental fees. All other groups, including religious groups; political parties or politically active organizations; and commercial or business entities that exist to earn a profit, will be assessed a rental fee for use of District facilities.
Whenever possible, the event shall be scheduled during BTC's normal hours of operation. Events scheduled outside the normal hours of operation, if appropriate, will be assessed an additional charge. Normal hours of operation are established at the sole discretion of the District and may be changed by the District without prior notice. Approval of events outside of normal operations shall be at the sole discretion of the College.

Any organization, whether or not it is assessed a facility rental fee, will be charged a usage fee to cover maintenance services and/or room set-up expenses. When activities extend beyond normal hours of operation, an additional fee may also be charged. All required usage fees must be paid prior to the event, or permission for the event will be withdrawn or revoked. Rental or usage fees are subject to change without notice.

A BTC supervisor or contracted custodial services staff shall be on premises at all times during any proposed use. The BTC staff person shall have the authority to limit or restrict the use of the facilities if, in the judgment of that person, the activities interfere with College use, other planned events or pose an imminent threat to College property or the safety of others.

As a condition of using BTC facilities, the individuals, group or organization shall:

1. Ensure that a mature, responsible adult is present at all times during the event with full authority to act on behalf of the group in an emergency.

2. Be responsible for all financial obligations associated with the event, including, without limitation, rental fees and usage fees and any other costs associated with the event.

3. Be 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.

4. Agree, in writing, to indemnify, save, hold 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 whatsoever 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 acts or omissions of the user, its guests or invitees. Failure to sign a hold harmless provision shall result in denial of permission to use College facilities.

5. Provide liability insurance coverage for themselves and those participating in the event. The limits of liability insurance coverage shall be in an amount acceptable to the District's
insurance carrier and shall be verified in writing by a Certificate of Insurance provided to the College at least forty-eight (48) hours prior to the event. BTC shall be named as an additional insured on the user's policy. Failure to provide such certificate shall be justification for denial, withdrawal or revocation of permission to use College facilities.

6. Agree to comply with and enforce the rules of conduct in effect for BTC agents, employees, or students at the time of the proposed use (i.e. prohibited use of all tobacco products, alcoholic beverages, other controlled substances, gambling, etc.).

Use of school equipment (i.e., microphones, podiums, AV equipment, computers, etc.) may be authorized along with the use of the facilities. An equipment service fee may be charged for any school equipment used for the event. The use of specialized school equipment may require a BTC staff member, qualified to operate the equipment, to be present. The user shall be responsible for all costs associated with having a staff person present and for any damage to such equipment.

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 President/District Director’s designated representative. The group or organization will be expected to contract any food service with 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.

The District Board reserves the right to refuse the use of District facilities to any individual, group or organization that is inconsistent with the educational and public service mission of the College. Authorization to use BTC facilities shall not be considered as an endorsement or sanctioning of the activity, group or organization, nor the purposes or objectives they represent. The College reserves the right to require a user to include a statement to such effect in any advertising or other promotional materials relating to the proposed event.

The President/District Director or his/her designee is authorized to waive rental fees when deemed to be in the best interest of the College.

Ref: Wisconsin Statutes 38.001
BTC Board Policy E-340 – Smoking/Tobacco
BTC Board Policy E-343 - Alcohol

Policy Adopted: October 15, 1975
Revised: September 18, 1991; May 21, 2003; January 18, 2006; April 16, 2008