

FACILITY USE POLICIES

i. Facility Use Authorization

Pursuant to San Mateo County Community College District Board Policy 8.80 Community Use of District Facilities, the use of college facilities by outside groups shall be for short term and temporary needs. Short term is defined as no longer than one academic semester at a time. No possessory interest is intended by any permitted use of a college facility. No use shall be permitted under the authorization of this policy that constitutes a monopoly for the benefit of any person or organization. The District strives toward fair and equitable treatment of all persons and will revoke any contract should discrimination of fundamental human rights be evidenced.

In conjunction with District Board Policy 8.80, it is the policy of the District to accept reservation applications from community groups and organizations for the use of its facilities on a first come, first served basis, only when that use does not interfere with, infringe on, or impede the District's educational process.

ii. Timeline for Placing a Facilities Application

All general rental requests should be filed at least 45 days in advance of the proposed event. Due to academic scheduling requirements, we can schedule events, but not provide a definitive confirmation regarding availability more than one academic semester in advance.

iii. Categories of Rental

a. Category 1: Student Clubs and Organizations, and Campus Sponsored Events

- i. Student clubs and organizations are encouraged to utilize facility resources at Cañada College, College of San Mateo and Skyline College. Facility requests must be made by club advisors or campus representatives. Club advisors or campus representatives must be present in the building when the facilities are in use. Student clubs and organizations that are approved by the governing board of the District, and campus sponsored events are exempt from charges as stipulated below.
 - Hourly facility rental fee
 - Specialized equipment usage fee
- ii. Student clubs and organizations, and campus sponsored events are responsible for the following fees:
 - Direct costs for all labor including but not limited to, custodial and grounds personnel, pool technicians, lifeguards, Audio Visual and Technology, theatre support, and public safety.

b. Category 2: Non-Profit Organizations

- i. Organizations (excluding churches and religious groups), clubs, associations, and other public agencies organized for general character building or welfare purposes. Documentation of legal non-profit status from the Internal Revenue Service must be provided to qualify. The following must be paid:
 - Hourly non-profit rental fee
 - Use of specialized equipment
 - Direct fees for custodial, grounds, on-site supervisor, pool technicians, lifeguards, Audio Visual and Technology, theatre support, and public safety will be applied.
- ii. Conditions of Non-Profit Discount

Non-profit organizations having fundraising entertainment or meetings where admission fees are charged or contributions, or any type of donation, are solicited must be for the

benefit of the students of the San Mateo County Community College District, otherwise the for-profit fee schedule applies to the facilities use contract.

c. Category 3: Religious Organizations and Private or Commercial (For-Profit) Groups

- i. The governing board may charge an amount not to exceed its direct labor costs and fair rental value of college facilities and grounds under its control for activities other than those specified above. The following must be paid:
 - Facility Use Administrative Fee and Deposit (if required)
 - Hourly for-profit rental fee
 - Use of specialized equipment
 - Direct fees for custodial, grounds, on-site supervisor, pool technicians, lifeguards, Audio Visual, ETS, theatre support, and public safety will be applied.

iv. Summary of Charges and Fees

The following direct costs will be assessed to all outside organizations or groups renting facilities at the colleges.

- Open/close facility
- Onsite Supervisor/ campus representative (if required)
- Specialized equipment
- Special event or room set up and takedown
- Custodial services
- Grounds services and pool technicians
- Utility usage fee (Stadium lights)
- Specialized support staff (e.g. AV technician, electrician, IT specialist, theatre support)
- Public Safety

v. Insurance

All user groups must provide a certificate of insurance with limits acceptable to the District. Please note the following requirements:

- a. San Mateo County Community College District needs to be listed as the certificate holder and additionally insured
- b. The address on the certificate needs to be 3401 CSM Drive, San Mateo, CA 94402.
- c. Comprehensive General Liability and Property Damage insurance including:
 - i. Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Liability coverage must include both participants and spectators if event involves them.
 - ii. Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
 - iii. Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles;
 - iv. Umbrella liability in an amount not less than \$2,000,000 per occurrence and annual aggregate
 - v. Additional Liability Insurance (if applicable)
 - Sexual abuse coverage for its operations under this permit.
 - Host Liquor Liability Insurance in an amount not less than \$1,000,000.

All of Applicant-Requestor's vendors and caterers must provide evidence of general liability. Food trucks must provide evidence of general liability and auto liability. All vendors must provide evidence of worker's compensation insurance if their employees will be on site.

vi. Fees and Billing

All fees are due and payable prior to the event. Completion of the Application does not constitute an agreement. After conferring with the college facilities rental coordinator, a contract is constructed and agreed upon. A signature is required on the contract within ten (10) days of submitting an application. Failure to pay the fees and sign the contract within the stated time period may cancel reservations. Final payment is due two weeks prior to the start date of the scheduled event. All payments, in the form of a check, cashier's check, credit card, or money order, must be remitted in person or by mail to the respective college facility rentals office:

- College of San Mateo, 1700 W. Hillsdale Blvd., San Mateo, CA 94402, Attention: Facility Rentals

vii. Parking

Parking fees have been suspended for the 2025-2026 academic year. Parking fees will not be charged for the Fall 2025 and Spring 2026 semesters and parking will be open without any permit requirements in all designated "Student Parking Lots" only. Reserved parking is not included in the use of college facilities. If an outside group or organization is interested in securing reserved parking for their event, the Applicant-Requestor must notify the college facilities rental coordinator at least 60 days in advance.

viii. Event Cancellations and Rescheduling

a. By the Applicant-Requester

If it is necessary to cancel an event, the college facilities rental coordinator must be notified in writing. A cancellation fee will apply, will be made due and payable on the date of cancellation, and (as applicable) will be deducted from any amounts already paid by permittee to the District. The District will be entitled to a cancellation fee (liquidated damages agreed not to constitute a penalty) based on the following scale:

- 30 days or more Prior Business Days' Notice: 100% of the Initial Deposit and Administrative Fee shall be non-refundable
- 29-20 Prior Business Days' Notice: 60% of Event Date Total
- 19-15 Prior Business Days' Notice: 75% of Event Date Total
- 14-0 Prior Business Days' Notice: 100% of Event Date Total

The "Event Date Total" are all amounts associated with the event date(s) specified in the Application. Refunds will not be given to user groups that fail to show for scheduled events.

b. By the District/College

The District/College reserves the right to terminate this Agreement for cause if it determines that the District's facilities, equipment, or furnishings are being damaged as a result of the Event, or if it determines that the Event is endangering the health and safety of participants, the general public or patrons, interfering with the business or activities of the college, or infringing on the rights of others.

District/College shall not be liable if the event is not held due to closure of the Facilities for any reasons outside the control of District or for other reasons resulting from force majeure events. In the event District is unable to host the event due to the closure of the Facilities, the District will make reasonable efforts to reschedule the event for another time that is amenable to both parties. If the District cannot reschedule the event for any reason out of the control of the District, the contract will be deemed null and void, and District will not be liable for any damages or costs arising from such termination. If the District cancels an event due to events outside of its reasonable control, all monies paid by the permittee will be refunded, less any such expenses incurred by the District up to such cancellation. The District will give notice of such cancellation in writing to the permittee and/or the permittee's representative.

c. Request for Rescheduling of Event

If it is necessary to reschedule an event, the college facilities rental coordinator must be notified no less than one week for general rentals and one month for theatre rentals prior to the scheduled event.

ix. Reasons for Denial of Application or Cancellation of a Reservation

The colleges strive to accommodate all applicants yet there are times when an Application cannot be accommodated. The following list offers some instances when a request could not be filled due to:

- unavailability of the date/space requested
- designated campus holiday
- capacity restrictions
- conflict with other events on campus
- perimeter road closure needs
- lack of required documentation as requested by the Facilities Rental Office (signed contract, certificate of insurance, environmental health permits, etc.)
- lack of payment
- unavailability of support personnel (e.g. AV technician, IT specialist, theatre support, Public Safety)

Future facility requests may be denied on grounds including, but not limited to, failure to comply with the District's facility use policies and procedures, abuse or misuse of District property, failure to pay promptly for any outstanding fees/charges owed, or failure to pay promptly for damage to District property

**THE DISTRICT RESERVES THE RIGHT TO AMEND THESE POLICIES AND PROCEDURES AS
DEEMED NECESSARY WITHOUT ADVANCE NOTICE**