

PROCEDURE

Number: 4.1.7.1
Related Policy: 4.1.7
Title: External Use of Facilities
Responsibility: President

Original Approval Date: 06-07-1995
Last Cabinet Review: 03-17-2021
Last Revision: 03-17-2021

President

I. Purpose

To provide procedures for use of College facilities by employees, external groups and organizations, and for any use other than that of an institutional nature or purpose.

II. Procedures

A. The College President is ultimately responsible for the use of any College facilities. For practical purposes, the College President delegates authority to either of their administrative assistants who will solely be responsible for:

1. Reviewing and approving all external use of facilities;
2. Determining the availability of facilities;
3. Scheduling events and use of facilities; and
4. Ensuring compliance with College Policies and Procedures.

The President and/or the administrative assistants may seek the input of various Cabinet members in determining whether to justify external use of facilities, or reaching other decisions pursuant to such use.

B. Use of College Buildings and Facilities by External Parties or Users

1. Rental/use fees will be charged unless waived in writing by the College President.
 - a) City, county, state governmental agencies, public service events and groups/organizations that have a direct association with the educational program

or support of the college, may use the facilities on a space available basis at a reduced rate up to and including no charge during times when the College is open, provided participants are not charged a registration fee. The President or his/her designee will determine the rate charged to governmental entities. The College President must approve any discount.

- b) Facilities may be used for political meetings and other campaign related purposes provided full rental/use fees be charged.
2. Any external user of College buildings and facilities will be charged a fee unless a reduced rate or waiver is negotiated and approved by the College President. Users of college facilities will be financially responsible for all damage to property or injury to persons arising out of the use permitted, and may be required to provide a security deposit. The user must provide appropriate insurance that meets state minimum limits if required by circumstances.
 3. Kitchen facilities may be available with consent of the President or designee. Special luncheons will be coordinated through the President or designee.
 4. Rights are reserved by the Horry-Georgetown Technical College Commission and/or the President to revoke permission for external use of buildings and facilities, without liability, should such action be deemed necessary.
 5. Specific activities prohibited by the College, include but are not limited to those that:
 - a) Conflict or interfere with College activities and the learning experience.
 - b) Involve fundraising campaigns except as permitted by the Horry-Georgetown Technical College Commission or the President.
 - c) Espouse theories or doctrines subversive to the laws of the United States, or any political subdivision thereof; advocating governmental changes by violence.
 - d) Formal instructional activities conducted by another organization, which grants credit or certification or CEUs, and for which fees are collected and are in direct competition with the college offerings.
 6. Any advertisement or promotional materials for meetings must be approved in advance by the College President or designee.
 7. The use of any college facilities or equipment for production or process development for businesses or for personal gain is not permitted. To use any College facility or its equipment for production of goods or services that will result in personal or economic gain in any way is prohibited.

- a) Businesses may use facilities and equipment for product development and business support functions under the guidance of Horry-Georgetown Technical College staff or faculty. Businesses are responsible for supplying the engineering work and must work with students and faculty during product development.
- b) Each individual arrangement requires a contractual agreement to be approved by the President or designee.

C. Scheduling of Facilities

1. Scheduling of Academic Facilities

Normal scheduling for all activities is between the hours of 7:00 AM and 11:00 PM Monday through Friday. Events scheduled on other days or between 11:00 PM and 7:00 AM are considered special hours and scheduling of such special activities must be coordinated with the President or designee.

2. The President's designee will be solely responsible for scheduling all external use of facilities.
3. Organizations reserving facilities will be sent a copy of the Facilities Use Agreement.

III. General

- A. The College will consider the rental of facilities by external organizations whose activities are in keeping with the mission of the College. Within these parameters, the College will not rent specialized equipment or rooms, (i.e. nursing labs, computers, etc., libraries, a private offices and secure areas).
- B. To ensure all members and organizations within the community have equal access to the College facilities, and depending on availability, Horry-Georgetown Technical College may need to limit the use of its facilities to a 6-month period during the fiscal year.
- C. Organizations renting College facilities must conduct activities that are orderly; lawful; not of a nature to incite others to disorder; not restrictive due to race, creed, color, national origin, sex, or age; and not intended to require a paid admission fee.
- D. Should the College incur property damage because of facility use by another organization; the cost to repair the damage will be assessed against the using organization.
- E. Continued use of a College facility by any organization will be contingent upon the organization's taking proper steps to protect the College's property, to ensure complete

M. Organizations using the facilities must not consider Horry-Georgetown Technical College as a cosponsor for advertising, media or other purposes unless expressly permitted by the College.

N. The College is not able to provide expendable items such as pens, papers, flip charts, copy machine services, etc.

IV. Indemnification

Any organization using College property shall hold harmless the Horry-Georgetown Technical College, its Area Commission and the individual members thereof, and any College officials or employees, from and against any loss, damage, liability or expense that may arise during, or be caused in any way by, such occupancy or use of College property.

V. College's Right to Cancel

The College reserves the right to cancel authorized use of the College's facilities when considered to be in the best interest of the College or that serves a compelling state interest.

VI. American Disabilities Act (ADA) Requirements

Organizations using College facilities will be responsible for providing any ADA accommodations for their event beyond what the College provides.

VII. Payment of Rental Fees and Charges

The renting organization shall reimburse the College in accordance with the terms of the rental agreement between the organization and the College. Payment for renting the facilities shall be made in advance of the event. The renting organization shall make checks payable to Horry-Georgetown Technical College.

VIII. Schedule of Fees and Charges

The President or designee in conjunction with the Business Office will develop and maintain a schedule of fees and charges for use of College facilities.

IX. Exceptions

In any situation not conforming to this Procedure, the issue will be referred to the President for a decision.

CONTRACT FOR USE OF CAMPUS FACILITIES

This contract made and entered into on _____ by and between Horry-Georgetown Technical College (**HGTC**) and _____, named (the **USER**) constitutes a contract for the use of the specified equipment and/or facilities belonging to the College, under all conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

USER:

FULL LEGAL NAME:

BUSINESS ADDRESS:

CITY, STATE, ZIP:

TYPE OF BUSINESS:

STATE OF BUSINESS:

FEIN or TAX ID#:

CONTACT NAME:

BUS. NUMBER:

MOBILE NUMBER:

FAX NUMBER:

EMAIL:

EVENT TITLE:

Facility(s):

Date(s):

Anticipated No. of Participants:

Set up: _____ # of Tables and _____ Type of Table _____ # of Chairs

Linens Needed: Yes or No Cost of Linens \$ _____

Caterer being used and Contact information:

General Activity or Purpose of Use:

General Fee for Use: The use of property is being provided to **USER** for a fee of \$ _____

Total Fees:\$ _____

TERMS & CONDITIONS:

1. Charges/Payment. All charges are due and payable to Horry-Georgetown Technical College as written in the Special Terms & Conditions on the last page of this contract. See last page for details.
2. Cancellation. Cancellation by the **USER** of any reserved facility or equipment must be done in writing ten (10) working days prior to the event or 50% of total charges will be forfeited. **HGTC** reserves the right, after timely notification, to reassign facilities to assure maximum and most appropriate utilization of **HGTC**'s facilities to accomplish its Mission/programs. In extreme cases, **HGTC**, after timely notification, may cancel the use of facilities and/or equipment if such items are required in the accomplishment of its Mission/programs.
3. The **USER** is responsible for the conduct of its representatives and employees. The **USER** shall pay to **HGTC**, on demand, such sum as shall be necessary to repair any damage or exceptional cleaning to said premises or equipment therein caused by the public in attendance and/or the **USER**, its agents or employees. **HGTC** reserves the right to remove participants or groups from its facilities whose conduct, in **HGTC**'S opinion, becomes injurious, or potentially injurious, to the campus community.

4. **HGTC**, in making classrooms/labs and other College space available for external groups, requires that any furniture or other room equipment moved to facilitate the **USER'S** use must be returned to its original configuration so that the room will be ready for classes. **Note: Food and drinks are allowed in the Herman C Jones Room 601, Tom Maeser Auditorium Room 642 and the Bistro Room 621. Food is not allowed in any of the other classrooms, hallways or common areas.** Any damage to facilities will be paid for by the **USER**.
5. Rate. The rate includes facilities used for the date(s) and time(s) noted on page one of this contract.
6. Indemnity Agreement. To the fullest extent permitted by Law, **USER** will indemnify and hold-harmless Horry-Georgetown Technical College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students from and against any and all claims, damages, liability and court awards, including but not limited to, cost, expenses and attorney's fees, incurred as a result of any act or omission by the **USER**, or its employees, agents, subcontractors or assignees pursuant to the terms of this Contract.
7. Insurance Requirements: The following insurance is required with these minimum limits of liability:
 - 1) Auto Liability - \$1,000,000 CSL (including owned, non-owned and hired vehicles) *
 - 2) General Liability - \$1,000,000 CSL per occurrence / aggregate
 - 3) Workers Compensation - Statutory **
 - 4) Employers Liability - \$250,000/\$500,000/\$250,000 ***

The **USER** must provide proof of insurance through the issuance of a certificate of insurance, no less than ten (10) calendar days prior to the first date of use, showing the above coverage and limits specified with the return of this signed agreement. If the **USER** carries higher limits, such limits must be shown on the certificate. Horry-Georgetown Technical College has the right to demand a certified copy of any insurance policy. Certificates must be filed with Horry-Georgetown Technical College, Business Office (Conway Campus), before the **USER** is permitted on campus.

* Not required if Vendor is not driving on campus.
 / Not required if Vendor is sole proprietor or partnership with no employees.

The **USER** is required to add Horry-Georgetown Technical College to its General Liability and Employers Liability insurance policies with the following wording "Horry-Georgetown Technical College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured."
8. **HGTC** hereby agrees to permit **USER** to utilize the facilities/equipment/services on the dates and times, for the activity and purposes described above for the usage fee and/or other consideration as shown on page one of this Contract attached hereto and incorporated herein by this reference.
9. **USER** acknowledges that other activities may be conducted on and/or near the **HGTC** campus and the facility or area shown on Page One (1) by **HGTC** or other users during the above time period; however, **HGTC** agrees that it shall use its best efforts to schedule such other activities so as not to unreasonably interfere with **USER'S** activities. If any required deposit or other sum is not paid promptly when due or in the event the **USER** shall violate any of the terms of the Contract, **HGTC** may cancel the Contract, require **USER** to vacate the premises and **HGTC** shall retain all sums received prior to such termination.
10. **USER** may not assign or in any way transfer its rights under this Contract to any other parties. Nothing in this Contract shall imply any partnership, joint venture, or other association between **HGTC** and the **USER**. The **USER** shall have sole responsibility for the content and the conduct of its activities on the College campus. **HGTC's** name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of **HGTC**.
11. **USER** agrees that it has inspected the premises and facilities and accepts them in their present condition and shall not alter or change the facilities without written approval of **HGTC** and that at the termination of the use, the premises shall be returned in the same condition as received by the **USER**.
12. Force Majeure. In the event that **USER** is unable to perform its obligations under this Contract as a result of a force majeure, **HGTC** shall not be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of **HGTC**.
13. Nonalcoholic beverages may not be sold or distributed in/on campus facilities without prior written approval from the president's designee. For policy and procedure on alcohol use by external groups, refer to HGTC's Policy 4.1.11 and Procedure 4.1.11.1. Smoking is not allowed on any HGTC property.

14. Entire Agreement. This Contract constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract. No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
15. Choice of Law. The laws of the State of South Carolina and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
16. Jurisdiction and Venue. This contract shall be deemed to have been executed in South Carolina for purposes of jurisdiction. Any litigation concerning this contract shall be conducted in the 15th Judicial Circuit of South Carolina, provided, that the parties may agree to mediation or binding arbitration.
17. At all times during the performance of this contract, the **USER** shall strictly adhere to all applicable Federal and SC State laws, rules, and regulations that have been or may hereafter be established.
18. **HGTC** will not be liable for any articles belonging to the **USER** at any time.

Special Terms & Conditions:

For policy and procedure on alcohol use by external groups, refer to HGTCs Policy 4.1.11 and Procedure 4.1.11.1. Smoking is not allowed on any HGTC property.

The use of property is being provided to **USER** for a total fee of \$.

HGTC neither permits nor condones the possession, use, or sale of illegal drugs and narcotics.

HGTC prohibits the possession and use of fireworks, firearms, and other weapons on its campuses by anyone other than licensed law enforcement officers.

Pets (other than licensed service animals) are not permitted on the College campus.

HGTC reserves the right to halt any activity to protect the condition of its facilities or equipment; and/or to protect the execution and fulfillment of its stated Mission; and/or to comply with stated laws, rules, and regulations.

USER is responsible for leaving all facilities in at least the state of cleanliness, order, and condition as it was before use. **USER** must remove, or have removed, all property, rental property and trash related to the event prior to the conclusion of the scheduled event.

Rate includes room use for the date and times noted on this contract and also the use of common areas (such as lobby and hallways, not other rooms) and restroom facilities.

The College will not be liable for any articles belonging to the **USER** or the **USERS** guests.

Any changes made to the User's original reservation must be made by contacting the Conference Center Manager at 843-477-2042 for the Grand Strand Campus or the President's Office at 843-349-5202 for the Conway Campus rentals.

A 50% room rental deposit is due immediately to hold the event date, and the remainder due ten (10) working days prior to the event, any additional fees will be billed after the event. Trash is to be disposed of, by the user, in the containers located behind building.

- Face coverings are required to be worn at all times while on campus for instructors, presenters, students and attendees, as long as it is mandated by the CDC, the Governor and the jurisdictions of Myrtle Beach, Conway and Georgetown.

**Horry-Georgetown Technical College
Facilities and Equipment Utilization Fees
CONWAY CAMPUS**

Effective July 1, 2021

Facility	Half Day (less than 4 hours)	Full Day (more than 4 hours)
Conway Campus – Bldg. 100 President’s Board Room*****	\$100	\$200
Conway Campus – Bldg. 200 Industrial Wing Shop	\$200	\$400
Conway Campus – Burroughs and Chapin Auditorium	\$250	\$400
Conway Campus – Bldg. 1100 Chancel Board Room	\$100	\$200
Conway Campus – Bldg. 1100 Café 1100	\$250	\$400
Classrooms- General Purpose	\$100	\$200
Classrooms – Multimedia – Video Conferencing	\$100	\$150
HGTC Parking Lots		\$200
Lobby/Breezeway		\$100

Each Additional Custodial Staff or Security Guard
Technical Support (2 hour minimum)

\$100 per person/per day
\$25 per hour

***** Requires Approval by College President

To ensure all members and organizations within the community have equal access to the College facilities, Horry-Georgetown Technical College will limit the use of its facilities to a 6-month period during the fiscal year. No person, group, or organization will be permitted to use the College facilities for more than a 6-month period during the fiscal year.

If you are requesting a room that is not listed on this chart, the College President and/or his/her designee will determine if the space can be rented for outside use.

**Horry-Georgetown Technical College
Facilities and Equipment Utilization Fees
GRAND STRAND CAMPUS**

Effective July 1, 2021

Facility	Half Day (less than 4 hours)	Full Day (more than 4 hours)
Conference & Business Center (Bldg. 600 GS)		
Thomas C. Maeser Auditorium*	\$400	\$700
Meeting Room 601* Herman C. Jones Conference Room	\$250	\$375
Classroom 604	\$175	\$275
Classroom 616	\$150	\$250
Computer Lab 603	\$450	\$550
Conference Room 605	\$150	\$250
Beach Bistro	\$300	\$550
Building 100 GS		
Gym	\$200	\$400
Inside Space	\$150	\$325
Building 200 GS		
Classrooms	\$100	\$200
Conference Rooms	\$100	\$200
Building 1000 GS, Speir Building		
Classrooms	\$100	\$200
Conference Room	\$100	\$200

* An additional \$60 set up fee will be charged
White Linens are available - call for current pricing

Chair Covers & Ribbons are available – call for current pricing

Technical Support (2 hour minimum) - \$25 per hour

To ensure all members and organizations within the community have equal access to the College facilities, Horry-Georgetown Technical College will limit the use of its facilities to a 6-month period during the fiscal year. No person, group, or organization will be permitted to use the College facilities for more than a 6-month period during the fiscal year.

If you are requesting a room that is not listed on this chart, the College President or designee will determine if the space can be rented for outside use.