### Policies and Procedures

No. 3204 Rev.: 2

**Date: August 27, 2024** 

# Subject: Use of College Facilities by External Entities

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# 1. Purpose

The purpose of this policy is to establish guidelines and procedures for the use of Tidewater Community College (TCC) facilities, including academic and non-academic spaces and exterior areas, by external entities for periods of no more than twelve (12) months total per year.

# 2. Policy

As a service to the community, TCC permits other state agencies, local governments, community groups, non-profit organizations, for-profit entities, and individuals to request the use of college facilities for meetings and other events on a space-available basis. Priority of use shall be given to those activities related to the academic, student services, cultural, recreational, and employee support programs and functions of the college.

TCC facilities shall be used in a manner consistent with their intended purpose and in a safe, professional manner to not endanger the college community or the general public. The college may restrict access to land and buildings to protect individuals, property, and equipment. Any person utilizing a college facility who engages in unlawful or disruptive conduct or violates college policy may be directed by a college official to leave the property. Failure to comply with such requests and failure to abide by regulations governing the use of college facilities constitute trespassing under Virginia state law and may lead to disciplinary action and/or arrest. TCC is not obligated

to tolerate events that interfere with any lawful mission, process, or function of the college. Requests for approval of events may be denied if they pose a clear and present danger to college students, employees, and facility users.

### 2.1. Applicability

The procedure for requesting the use of TCC's facilities shall apply to all external entities except as noted. In all cases, the responsible college official (i.e., the Vice President for Student Affairs, the respective Campus Dean, the Vice President for Workforce Solutions, or other member of the President's Cabinet) shall determine whether the requested use is compatible with the college's operations and this policy.

Other state agencies shall be afforded the use of TCC facilities for legitimate business purposes at no cost (except at any TCC Workforce Solutions facility). By virtue of their financial support for the development of the college's campuses, local governments shall be permitted to use the college's facilities for legitimate business purposes at no cost (except at any TCC Workforce Solutions facility). Non-profit entities shall be charged half of the space utilization fee as well as the full direct costs for using the college's space. For-profit entities and individuals shall be charged the full space utilization fee as well as the full direct costs for using the college's space. The Facilities Use Agreement (Appendix B) shall be completed in all instances of use by external entities.

This policy does not apply to the use of college facilities by college-sponsored organizations (e.g., recognized student clubs & organizations, employee groups, etc.) or related entities (e.g., TCC Educational Foundation). Nor does it apply to college-approved programs or activities, including those sponsored by or under the direction of the college or one of its related entities or approved organizations.

This policy does not apply to the TCC Roper Performing Arts Center Theater, which operates under commonly accepted business processes for commercial theaters. A distinct Facilities Use Agreement has been developed and approved by the appropriate legal counsel for the theater. The Vice President for Academic Affairs/Chief Academic Officer exercises executive oversight over the theater's operations and shall ensure that they comport with the college's mission and strategic objectives.

### 2.2. Revenues

Revenues from the use of college Auxiliary program spaces (e.g., student center spaces) shall be deposited into an appropriate local fund budget account. Revenues generated by the space utilization fee for college Education & General (E&G) space shall be deposited into an appropriate state E&G budget account. Recovery of direct costs shall be deposited into the account from which the service was provided.

### 2.3. Catering and Alcoholic Beverage Service

The college's contracted food services vendor shall have first right of refusal for all catering associated with events arranged under this policy. Event sponsors desiring to include alcoholic beverage service shall comply with TCC Policy 1103 (Alcohol and Other Drugs).

### 3. Responsibilities

The Vice President for Administration & Chief Financial Officer, in consultation with the Vice President for Student Affairs, Campus Deans and Vice President for Workforce Solutions, shall develop and maintain procedures that are consistent with this policy.

### 4. Procedures

The following procedures shall be used to request and approve use of college facilities by external entities.

### 4.1. Request to Use College Facilities

After identifying the desired TCC space, the potential user will complete a Facilities Use Request form and submit it to the college official responsible for the space – i.e., the respective Campus Dean or the Vice President for Workforce Solutions, or designee. For those spaces with reservation forms in the college's Event Management System, the online form shall be used. For other TCC spaces and facilities, <a href="Appendix A (Facilities Use Request Form">Appendix A (Facilities Use Request Form)</a>) shall be used.

### 4.2. Review and Response to Request to Use College Facilities

Upon receipt of a request to use a facility or space under their purview, the responsible college official (i.e., Campus Dean or Vice President for Workforce Solutions, or designee) shall determine whether the proposed event is consistent with this policy. If it is not, the responsible college official will notify the requestor that the proposed use is not permissible under college policy.

If the event is permissible under this policy, the responsible college official will determine the space utilization fee and direct costs, complete User Charges and College Approval section of the Facilities Use Request Form and return it and a copy of Appendix B (Facilities Use Agreement) to the requestor. The responsible college official shall also advise the user of any instructions specific to the event (e.g., catering, adherence to the college's policy on alcoholic beverages, etc.) and the date(s) by which the Facilities Use Agreement, the payment and the required insurance certification must be returned to hold the requested space for the event.

### 4.3. Payment and Agreement Execution

The Requestor shall make payment for the event at the respective campus business office. The Business Manager's signature will be required on the Facilities Use Agreement prior to the execution of the agreement.

### 5. Definitions

No definitions are associated with this policy.

### 6. References

TCC Policy 1103 (Alcohol and Other Drugs)

# 7. Review Periodicity and Responsibility

The Vice President for Administration & Chief Financial Officer shall review this policy at the anniversary of its approval and, if necessary, recommend revisions.

# 8. Effective Date and Approval

This revision to the policy is effective upon its approval by the College President on August 27, 2024.

Policy Approved: Procedure Developed:

Marcia Conston, Ph.D. Heather Hardiman

President Vice President for Administration & Chief

Financial Officer

# 9. Review and Revision History

The initial version of this policy was approved February 26, 2010.

Revision	Description	Date Approved		
1	Reflects procedural guidance regarding the application and approval process.			
	Reflects campus-centric procedures.	July 30, 2018		
	Reflects updated executive titles.			
2	Reflects change to timeframe required to use a lease agreement.	August 27, 2024		
	Reflects updated position titles and revised fee structure.			
	Appendix C added to provide additional guidance on facilities use related to on campus activities.			

### APPENDIX A

# TIDEWATER COMMUNITY COLLEGE FACILITIES USE REQUEST FORM

1428 Cedar Road Chesapeake, VA 23322	300 Granby Street	Portsmouth Campus  120 Campus Drive Portsmouth, VA 23701 757-822-2124	1700 College Crescent	Workforce Solutions 7000 College Drive Suffolk, VA 23435 757-822-1234
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### **Guidelines and Procedures for Non-College Use of Facilities**

Use of TCC facilities for activities or events is subject to the provisions of TCC Policy 3204 and the following guidelines:

- Priority of use for all TCC facilities is for college business. TCC reserves the prerogative to cancel any use by non-college affiliated users with five (5) work days' notice or as otherwise provided by mutual agreement.
- Approved use is confined to the immediate proximity of the "Designated Location" only.
- Users are required to supervise all activities and adhere to all federal, state, and local laws in addition to TCC policies. Gambling, smoking, and consumption of alcoholic beverages, except in accordance with TCC Policy 1301, is prohibited.
- Non-college affiliated users will be charged space use fees and/or direct costs as stipulated in TCC Policy 3204.

#### Procedures for requesting facilities use follow:

- Complete and submit this form to the Campus Dean for the desired campus location above or the Vice President for Workforce Solutions for space at the college's Suffolk location.
- Requests must be received by no later than ten (10) working days prior to the scheduled event to be processed and considered for approval. Any request requiring resources (e.g., audiovisual services) must be received at least thirty (30) days in advance. Modifications to the TCC Facilities Use Agreement may require thirty (30) days for legal review/approval.
- Once approved, all non-college affiliated users will be required to complete the standard TCC Facilities Use Agreement.
- All non-college affiliated users, except other state agencies and local government entities, must provide a Certificate of Insurance as delineated in the Facilities Use Agreement.
- All user fees must be paid in full. Payment is to be made at the campus' Business Office. Reservations will not be confirmed until
  all fees are paid. The college reserves the prerogative to assess fees to cover additional services requested but not outlined
  herein
- An approved copy of this form, the Facilities Use Agreement, and receipt for payment of the fees must be presented upon request at the event location.

				Apı	plican	nt Inf	ormation														
Organizat	ion Name:								Date of	Application:											
Applicant	Status:	State Ag	jency 🗌	Local Governm	nent 🗆	No	n-Profit* 🗌	For-	-Profit 🗌	Individual											
* TCC reserves the prerogative to require proof of non-profit status.																					
Contact: Address:																					
Phone:			Fax	:	•		E-Mail:														
Event Information																					
Desired E	vent/Activity	Area:																			
Description	on of Event/A	ctivities:																			
Date(s):			Time:		m ·	To:		m	Event	Start Time:		m									
				(Include pre-e	e-event set-up and post-event break down, if any.)																
Number o	f Guests:		☐ Invit	ed Only		] Ор	en to College	e Com	nmunity [	Open to G	eneral Public										
Will any p	roducts or s	ervices be	sold at th	nis event?	□N	lo [	Yes, spec	ify:													
Will any fe	ees be charg	jed to parti	cipants i	n this event?	☐ No ☐ Yes, specify:																
(Registrat	(Registration fees, admission tickets, donations, etc.)																				
Will food	or refreshme	nts be serv	ved?	☐ No ☐ Yes	s, spec	cify:															
Will alcoh	olic beverag	es be serv	ed?	☐ No ☐ Yes	s – app	oroval	required pe	er TCC	Policy 1301	before even	t confirmation										

### Tidewater Community College Use of College Facilities by External Entities Appendix A

Space and Setup Requirements													
Furniture Requirements: Tables: Chairs:	Other:												
Setup (Please describe desired setup and/or attach diagr	ram):												
Audio-Visual Equipment Requirements:													
☐ Computer	☐ Conference Phone ☐ DVD/VCR												
☐ Document 0	Camera												
Tern	ns and Conditions												
<ol> <li>Comply with all provisions of the Facilities Use Agreement, including the indemnification and insurance requirements.</li> <li>Provide direct supervision of all activities and adhere to all federal, state, and local laws in addition to the relevant TCC policies.</li> <li>Restrict the activities of the event to the authorized space and its immediate proximity.</li> <li>Obtain college approval for any event promotional materials in advance of their use.</li> <li>Comply with the instructions of the college's officers and security staff.</li> </ol>													
Signature of Applicant	Date												
	rges & College Approval**												
Space Use	Designated Location:												
Room Set-up/Break-Down													
Custodial Services	Deciding a Decide Name (Name) or												
Security  A/V Staff	Building Room Name/Number  Date: Time: am/pm - am/pm												
Other	Comments:												
Event Total:	Comments.												
Approval for Requested Use:  Signature of Campus Dean/Vice President for Work	force Solutions Date												

\*\*Approval is pending completion of the Facilities Use Agreement and alcoholic beverage authorization, if necessary.

### **APPENDIX B**

# TIDEWATER COMMUNITY COLLEGE FACILITIES USE AGREEMENT (THIRD PARTY SINGLE-EVENT OR SCHEDULED USE OF COLLEGE FACILITIES)

ΤI	DE	WATER COMMUNIT	TY COLLEGE (the	"College"),	and	.:4
COI	This Facilities Use Agreement (this "Agreement") is made as of		n of the mutual			
_		_		o ii, iiie parii	es agree as follows	•
Α.	Ce	rtain Basic Terms and	I Information:			
	1.	Address of User:				
	2.	User's Contact Inform	ation:			
		Authorized Representa	ntive:			
		Phone:				
	3.	Name of Event:			(the "E	vent'')
					`	ŕ
			a.m./p.m. on		, 20, for the o	event described
Re	cur	ring: At	a.m./p.m. on the	following d	ays/dates:	·

- 5. Facilities: The areas of the College's campus described specifically in Paragraph B below and Exhibit A attached hereto and made a part hereof (the "Facilities").
- 6. Event Fee: In consideration for the User's use of the Facilities pursuant to this Agreement, the User shall pay the College the Facilities Use Fee, in the amount(s) according to the schedule on the attached Exhibit B. Payment is to be made at the campus business office where the event will take place. Payment can be made by either check(s) made payable to the College or by major credit card.

/.	Authorized Uses: [DESCRIBE USES WITH SPECIFICITY AND IN DETAIL]

- **B.** Agreement: The College hereby permits the User to use 1) on a nonexclusive basis, certain College roadways and parking areas on campus for the Event tobe held on the dates and times set forth in A.4 above, and 2) certain of the College's land for the purpose of set-up, conducting the Event, a vendor area and parking, and restoration of the Facilities to their condition prior to the Event, and such other uses as are described specifically in A.7 above. Specifically, the User shall have the right of reasonable access to the locations shown on Exhibit A attached hereto and made a part hereof, at the date(s) and times specified in paragraph A.4 above. User shall have nonexclusive access to the Facilities at the stated times solely for the Authorized Uses in A.7 above. The User's use on the day prior to the Event shall be limited to setup activities and on the day after the Event shall be limited to cleanup/restoration activities. User agrees to accept all the Facilities in as-is condition and shall leave them in the condition received. It shall be User's responsibility to repair and/or clean the Facilities, at User's sole cost and expense, to return the same to their condition prior to the Event. The User shall be fully responsible for ensuring that the Facilities are safe for participants of the Event and that it has communicated with the College regarding what police and safety services are adequate to address all applicable laws, safety codes and regulations. The College reserves the right at all times to control all of the Facilities, areas and other resources of the College, including, without limitation, the right to relocate User into alternative, comparable space on campus, and to enforce all applicable laws, rules and regulations relating thereto. Duly authorized representatives of the College may enter the Facilities for maintenance at any time and on any occasion without any restriction whatsoever.
- C. Equipment, Services Provided by the College, and Utilities: The College shall provide certain services in the manner and at the costs set forth in <a href="Exhibit C">Exhibit C</a> attached hereto and made a part hereof. In addition, the User may request the College to provide certain other equipment, services or other resources in connection with the User's use of the Facilities. To that end, User shall request, in writing, at least thirty (30) days prior to the scheduled event for such equipment, services or other resources, the nature and quality of such desired use. To the extent that the User's use of the Facilities will require extraordinary utility consumption, the User shall pay the College for such utility consumption (e.g., electricity) by User in the Facilities and for any equipment rentals or other usage of services or resources under this provision at the College's standard rates. Such rates will be provided to the User upon request. To the extent that the User provides its own equipment for use at the Facilities, such use shall be subject to the prior approval of the College, and the College shall not be liable for any damage or loss to such equipment, unless such loss is caused by the gross negligence or willful misconduct of the College.

- D. User's Responsibilities: The User shall be responsible for obtaining and paying for any and all necessary licenses and/or royalties required by all applicable copyright laws, and for advertising and ticket printing, if any. The User shall be responsible for all of its own costs and expenses, including without limitation any payments made to any union, guild, or artists association hired by the User for the matters covered by this Agreement. The User is responsible for paying all applicable state and federal taxes, if any, relating to User's activities under this Agreement. The User will be charged Virginia Sales Tax for any rentals or other items for which such sales tax would apply, unless a current exemption is appropriate and available to User. The User may use only the Facilities set forth in this Agreement. Under no condition shall any unauthorized person undertake repair, service or alteration of any portion of a Facility without the prior written consent of the College which may be withheld in the College's sole and absolute discretion.
- **E.** Liability: The User assumes any and all risk of loss, damage, or liability whatsoever which the User, the User's officers, agents, employees or invitees may sustain while using the Facilities. The College, its officers, agents and employees shall not be liable for any injury, damage or loss of personal property which occurs on or about the Facilities caused by the negligence or misconduct of the User, the User's officers, agents and employees or invitees or their use of the Facilities. The User shall defend, indemnify and hold the College harmless from any and all losses, expenses, demands, actions, suits, claims or liabilities of whatsoever nature resulting from any injury or death to any persons, or any property damage related to User's use of the Facilities.
- **F. Insurance:** The User shall maintain, at the User's expense, during the term of this Agreement, liability insurance in which both the User and the College, its officers, agents and employees, are named as insureds with minimum policy limits of two million dollars for personal injuries, including death, and one million dollars in aggregate for all property damage; the term of such coverage shall coincide with the term of this Agreement. The insurance policy shall contain a provision which states that it cannot be canceled except upon at least fifteen (15) days prior express written notice to all insureds. The User shall keep such insurance in place and current throughout the term of this Agreement and shall furnish the College, at least two (2) weeks prior to the Event, with copies of the policies required hereunder.
- **G. Nature of this Agreement:** The parties understand that: i) this agreement is a contract and not a real property lease, ii) the relationship hereunder is that of contracting parties and not that of landlord and tenant, and iii) this Agreement does not convey an interest in real estate. As such, the College reserves the right to change the location of the Facilities or to terminate this Agreement in accordance with the terms hereof.
- **H. Damages and Loss**: If the Facilities incur any loss or damage as a result of the User's use, User's negligence or willful conduct or that of the User's employees, agents or invitees, the College will repair and/or replace damaged or lost property as required to restore it to its condition before the damage or loss, and will invoice the User for the cost, due and payable upon receipt. The User is deemed to have accepted the Facilities and other College resources described here in the condition existing as of the date of this Agreement, except for only latent,

undisclosed defects of which the College had knowledge.

- I. Miscellaneous: The User cannot assign this License in whole or part without the College's express prior written consent, which consent may be withheld in the College's sole and absolute discretion. The User shall not represent or imply, in any way, that the User is affiliated with the College, and the User shall not represent or imply that the College endorses, cosponsors or approves of the User's activities without the College's express written permission. This Agreement contains all the parties' understandings and agreements related to the User's use of the Facilities and may be changed only by an agreement in writing signed by both parties and attached hereto. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to conflict of law principles. The User is subject to all applicable state and federal laws and the College's rules and regulations. In its performance under this Agreement, the User acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.
- J. College Rules and Regulations: The User and its employees, agents, representatives and attendees shall comply with all applicable laws, codes, regulations, policies and procedures of the College and the Virginia Community College System, including without limitation the following attendees at the Event are prohibited from: smoking in public buildings; possession of illegal substances; cooking or serving food, except in designated kitchen areas; possession of animals, except when required to assist disabled persons; tampering with fire system or fire safety equipment; possession of any weapon or facsimile, fireworks, or other flammable materials; disruptive, destructive or dangerous behavior; possession or consumption of alcohol in public areas, or possession or consumption of alcohol by persons under the age of twenty-one.
- K. Cancellations or Changes Made by College: The College is not liable for any cancellation or change in location caused by events beyond the College's reasonable control, such as acts of God or acts of the Commonwealth in its sovereign or contractual capacity. The College will close to the public, including persons who wish to attend on-campus events, if the College's designated officials determine there is reasonable cause, such as weather emergency, power outage, water outage, civil unrest, threat to national security or any other occurrence that, in the opinion of the College's officials, is potentially and sufficiently dangerous to persons on campus or traveling to campus. The College shall not be responsible for any costs resulting from a cancellation or delay due to weather emergency, power outage, water outage, civil unrest, threat to national security or any other occurrence that is potentially dangerous to persons on campus. Event fees are non-refundable, provided, however, that the College will make a reasonable attempt to reschedule events that have been cancelled.
- **L. Entire Agreement:** This Agreement constitutes the entire agreement between the parties relating to the matters covered hereby. This Agreement terminates at the end of the term set forth in paragraph A.4 above, regardless of whether the event scheduled by the User occurs or is completed. Extensions or modifications, if any, to this Agreement, shall be made only by a written agreement between the parties.

M.	Additional Condi	itions (if any):	This agreemen	t shall be	contingent	upon	the User 1	providing
	to the College the	following items	s on or before		, 20	:	[Insert	any

### applicable conditions "NONE"]

- N. State Provisions: This Agreement and the parties hereto are subject to the following additional provisions required by the Commonwealth: Because the College, as an entity of the Commonwealth of Virginia, cannot accept certain standard clauses that may appear in typical contracts between private parties, as a matter of law and policy of the Commonwealth of Virginia, the User agrees that no provision described below which appears in any accompanying contract shall be of any force and effect against the College:
  - a. a requirement that the College assume any liability for personal injury or property damage not authorized by the Virginia Tort Claims Act;
  - b. any provision constituting anyone other than a duly authorized college employee as the agent of the College;
  - c. a provision requiring the College to indemnify, save, and hold any person, entity or party harmless from any risk, damage, or cost whatsoever;
  - d. a provision permitting or requiring the application of the law of any state other than that of Virginia in the interpretation or enforcement of the contract, including this addendum;
  - e. a provision limiting the User's liability for property damage or personal injury due to fault or negligence;
  - f. any requirement that the User be named as a coinsured to any insurance policy or program of self-insurance maintained by the College;
  - g. any term requiring the College to abide by the rules of unions or any other non-governmental association;
  - h. any term imposing personal liability upon the officer or employee who signs the contract for the College;
  - i. any term that requires the College to engage in, or submit to, binding arbitration.
  - j. requiring the College to withhold information from the public contrary to the requirement of the Virginia Freedom of Information Act.
  - k. purporting to afford the User a remedy against the College that is not otherwise available by virtue of the sovereign immunity of the Commonwealth of Virginia, at common law, or under the United States Constitution.
  - 1. Requiring the College to waive legal rights that by law may only bewaived by the Attorney General of the Commonwealth of Virginia.

In addition, if this Agreement is for a sum more than \$10,000, then the User agrees to comply with the following provisions required by the Virginia Public Procurement Act: § 2.2-4311 of the *Code of Virginia* (regarding anti-discrimination) and § 2.2-4312 of the *Code of Virginia* (regarding maintaining a drug-free workplace).

USER: \_\_\_\_\_ **CAMPUS BUSINESS MANAGER:** Date: TIDEWATER COMMUNITY COLLEGE OFFICIAL: By:\_\_\_\_\_ **Revisions Approved (if applicable)** By:\_\_\_\_\_ Name: Heather Hardiman Title: Vice President for Administration & Chief Financial Officer Date:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly

authorized officials, on the dates set forth below:

# EXHIBIT A

# FACILITIES TO BE USED

[Attach or enter here the floor plan and/or specific description	on of the Facilities.]
See attached diagram or floor plan or:	

# EXHIBIT B

# **EVENT FEES**

[Attach or enter here the fee structure for the Event – must include when payments are required to be made to the College.]

# EXHIBIT C

## SERVICES TO BE PROVIDED

The College agrees to provide the following services at the rates listed below, provided, however, that the User shall give the College at least two weeks prior written notice for the College to do so:

[Insert services and rates.]

EXHIBIT C
TIDEWATER COMMUNITY COLLEGE FACILITIES USE FEE STRUCTURE

Campus	Building	Room Name	Room Number	Square Footage	Capacity	F	Rate		Daily Rental Rate (Non- Profit)				tal Rate hours) Hour or artial our	Full Day (7:00 AM - 5:00PM)	Half Day (7:00 AM - Noon or Noon - 5:00 PM)	Evening
Chesapeake	Student Center	Chesapeake Bay	3100	6,000	882	\$ :	1,000.00	\$	500.00	\$	1,000.00	\$	335.00			
Chesapeake	Student Center	Chesapeake Bay - A	3100A	3,600	541	\$	600.00	\$	300.00	\$	600.00	\$	200.00			
Chesapeake	Student Center	Chesapeake Bay - B	3100B	2,400	341	\$	400.00	\$	200.00	\$	400.00	\$	135.00			
Chesapeake	Student Center	Potomac	3116	480	24	\$	80.00	\$	40.00	\$	80.00	\$	30.00			
Chesapeake	Student Center	Commons Lounge	3H11C	2,625	245	\$	450.00	\$	225.00	\$	450.00	\$	150.00			
Chesapeake	Student Center	Dining Area	3H11E	1,836	71	\$	300.00	\$	150.00	\$	300.00	\$	100.00			
Chesapeake	Student Center	Gallery Lounge	41A	432	24	\$	70.00	\$	35.00	\$	70.00	\$	25.00			
Chesapeake	Student Center	Veterans Lounge	3H21D	680	50	\$	120.00	\$	60.00	\$	120.00	\$	40.00			
Chesapeake	Student Center	Chickahominy	3214	336	18	\$	60.00	\$	30.00	\$	60.00	\$	20.00			
Chesapeake	Student Center	Otter	3300	1,680	220	\$	280.00	\$	140.00	\$	280.00	\$	95.00			
Chesapeake	Student Center	Otter - A/B	3300A/B	1,120	140	\$	180.00	\$	90.00	\$	180.00	\$	60.00			
Chesapeake	Student Center	Otter - B/C	3300B/C	1,120	140	\$	180.00	\$	90.00	\$	180.00	\$	60.00			
Chesapeake	Student Center	Otter - A	3300A	560	70	\$	90.00	\$	45.00	\$	90.00	\$	30.00			
Chesapeake	Student Center	Otter - B	3300B	560	70	\$	90.00	\$	45.00	\$	90.00	\$	30.00			
Chesapeake	Student Center	Otter - C	3300C	560	70	\$	90.00	\$	45.00	\$	90.00	\$	30.00			
Chesapeake	Student Center	Rappahannock	3304	340	24	\$	60.00	\$	30.00	\$	60.00	\$	20.00			
Chesapeake	Student Center	Little Otter	3310	680	98	\$	120.00	\$	60.00	\$	120.00	\$	40.00			
Chesapeake	Student Center	Little Otter - A	3310A	340	49	\$	60.00	\$	30.00	\$	60.00	\$	20.00			
Chesapeake	Student Center	Little Otter - B	3300B	340	49	\$	60.00	\$	30.00	\$	60.00	\$	20.00			
Chesapeake	Student Center	Vendor Lobby - Table	3H11C	N/A	N/A	\$	50.00	\$	25.00	\$	50.00	\$	20.00			
Norfolk	Andrews	Green (Outside)	N/A	3121	N/A	\$	520.00	\$	260.00	\$	520.00	\$	175.00			
Norfolk	Student Center	Lobby	5100	679	13	\$	120.00	\$	60.00	\$	120.00	\$	40.00			
Norfolk	Student Center	Outdoor patio	N/A	1937	23	\$	330.00	\$	165.00	\$	330.00	\$	110.00			
Norfolk	Student Center	Study Room - 2nd Floor	5202	120	6	\$	20.00	\$	10.00	\$	20.00	\$	10.00			
Norfolk	Student Center	Study Room - 2nd Floor	5206	154	10	\$	25.00	\$	15.00	\$	25.00	\$	10.00			

Campus	Building	Room Name	Room Number	Square Footage	Capacity	R	Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		,		al Rate nours - day)	Rental Rate (<=3 hours) Per/Hour or Partial Hour	Full Day (7:00 AM - 5:00 PM)	Half Day (7:00 AM - Noon or Noon - 5:00 PM)	Evening
Norfolk	Student Center	Study Room - 2nd Floor	5207	154	10	\$	25.00	\$	15.00	\$	25.00	\$ 10.00																											
Norfolk	Student Center	Study Room - 2nd Floor	5208	112	7	\$	20.00	\$	10.00	\$	20.00	\$ 10.00																											
Norfolk	Student Center	Study Room - 2nd Floor	5211	117	8	\$	20.00	\$	10.00	\$	20.00	\$ 10.00																											
Norfolk	Student Center	Study Room - 2nd Floor	5212	168	10	\$	30.00	\$	15.00	\$	30.00	\$ 10.00																											
Norfolk	Student Center	Alcove - 2nd Floor	5200	575	N/A	\$	100.00	\$	50.00	\$	100.00	\$ 35.00																											
Norfolk	Student Center	Balcony - 2nd Floor	5225	947	23	\$	160.00	\$	80.00	\$	160.00	\$ 55.00																											
Norfolk	Student Center	Study Room - 3rd Floor	5301	120	6	\$	20.00	\$	10.00	\$	20.00	\$ 10.00																											
Norfolk	Student Center	Study Room - 3rd Floor	5302	120	6	\$	20.00	\$	10.00	\$	20.00	\$ 10.00																											
Norfolk	Student Center	Conference Room - 3rd Floor	5310A	320	19	\$	50.00	\$	25.00	\$	50.00	\$ 20.00																											
Norfolk	Student Center	Alcove - 3rd Floor	5300	575	N/A	\$	100.00	\$	50.00	\$	100.00	\$ 35.00																											
Norfolk	Student Center	Gym	5410	2658	53	\$	450.00	\$	225.00	\$	450.00	\$ 150.00																											
Norfolk	Student Center	Multi-Purpose Space - A/B/C	5509	2325	208	\$	400.00	\$	200.00	\$	400.00	\$ 135.00																											
Norfolk	Student Center	Multi-Purpose Space - A	5509A	322	55	\$	60.00	\$	30.00	\$	60.00	\$ 20.00																											
Norfolk	Student Center	Multi-Purpose Space - B	5509B	527	78	\$	100.00	\$	50.00	\$	100.00	\$ 35.00																											
Norfolk	Student Center	Multi-Purpose Space - C	5509C	645	75	\$	125.00	\$	65.00	\$	125.00	\$ 45.00																											
Norfolk	Student Center	Alcove - 5th Floor	5500	149	N/A	\$	25.00	\$	15.00	\$	25.00	\$ 10.00																											
Norfolk	Student Center	Balcony - 5th Floor	5521	430	44	\$	80.00	\$	40.00	\$	80.00	\$ 30.00																											
Portsmouth	Building A	The Forum	A101	2,180	170	\$	365.00	\$	185.00	\$	365.00	\$ 125.00																											
Portsmouth	Building A	Patio @ The Forum	N/A	1,522	100	\$	255.00	\$	130.00	\$	255.00	\$ 85.00																											
Portsmouth	Student Center	Multipurpose Room - A/B/C	E122,124, 126	3,460	496	\$	580.00	\$	290.00	\$	580.00	\$ 200.00																											
Portsmouth	Student Center	Multipurpose Room - A	E126	1,124	161	\$	190.00	\$	95.00	\$	190.00	\$ 65.00																											
Portsmouth	Student Center	Multipurpose Room - B	E124	1,164	167	\$	200.00	\$	100.00	\$	200.00	\$ 70.00																											
Portsmouth	Student Center	Multipurpose Room - C	E122	1,159	168	\$	200.00	\$	100.00	\$	200.00	\$ 70.00																											
Portsmouth	Student Center	Commons & Dining Lounge	EH11C& D	3,038	219	\$	510.00	\$	255.00	\$	510.00	\$ 170.00																											
Portsmouth	Student Center	Meeting Room - 1st Floor	E109	186	13	\$	35.00	\$	20.00	\$	35.00	\$ 15.00																											
Portsmouth	Student Center	Meeting Room - 1st Floor	E108	207	14	\$	35.00	\$	20.00	\$	35.00	\$ 15.00																											
Portsmouth	Student Center	Theater Room	E202	503	35	\$	85.00	\$	45.00	\$	85.00	\$ 30.00																											
Portsmouth	Student Center	Conference Room - 2nd Floor	E218	280	19	\$	50.00	\$	25.00	\$	50.00	\$ 20.00																											
Portsmouth	Student Center	Meeting Room - 2nd Floor	E208	272	18	\$	50.00	\$	25.00	\$	50.00	\$ 20.00																											

Campus	Building	Room Name	Room Number	Square Footage	Capacity	Ra	Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		Rate		y Rental Rate n- Profit)	Rental Rate (>3 hours - 1 day)	Rental Rate (<=3 hours) Per/Hour or Partial Hour	Full Day (7:00 AM - 5:00 PM)	Half Day (7:00 AM - Noon or Noon - 5:00 PM)	Evening
Portsmouth	Student Center	Gymnasium	E205B	6,026	404	\$	1,000.00	\$	500.00	\$ 1,000.00	\$ 335.00																															
Portsmouth	Student Center	Student Lounge - 2nd Floor	E224	352	21	\$	60.00	\$	30.00	\$ 60.00	\$ 20.00																															
Portsmouth	Student Center	Student Lounge - 2nd Floor	E232	219	15	\$	40.00	\$	20.00	\$ 40.00	\$ 15.00																															
Portsmouth	Student Center	Quiet Gallery	EH216	429	29	\$	75.00	\$	35.00	\$ 75.00	\$ 25.00																															
Portsmouth	Student Center	Fitness Room	E301C	453	31	\$	80.00	\$	40.00	\$ 80.00	\$ 30.00																															
Virginia Beach	Student Center	Cafe	K-101	4,748	317	\$	800.00	\$	400.00	\$ 800.00	\$ 270.00																															
Virginia Beach	Student Center	Terrace	N/A	1,071	72	\$	175.00	\$	90.00	\$ 175.00	\$ 60.00																															
Virginia Beach	Student Center	Small Meeting Room	K-302	718	48	\$	120.00	\$	60.00	\$ 120.00	\$ 40.00																															
Virginia Beach	Student Center	Large Meeting Room	K-304	1,550	104	\$	250.00	\$	125.00	\$ 250.00	\$ 85.00																															
Virginia Beach	Student Center	Small Conference Room	K-305	575	39	\$	100.00	\$	50.00	\$ 100.00	\$ 35.00																															
Virginia Beach	Student Center	Small Meeting Room	K-311	561	38	\$	100.00	\$	50.00	\$ 100.00	\$ 35.00																															
Virginia Beach	Student Center	Small Meeting Room	K-313	616	42	\$	100.00	\$	50.00	\$ 100.00	\$ 35.00																															
Virginia Beach	Student Center	Multi-Use Conference Room	K-320	2,973	199	\$	500.00	\$	250.00	\$ 500.00	N/A																															
Virginia Beach	Student Center	Small Conference Room	K-322	389	56	\$	65.00	\$	35.00	\$ 65.00	\$ 25.00																															
Virginia Beach	Student Center	Gymnasium	K-204	4,485	90	\$	750.00	\$	375.00	\$ 750.00	\$ 250.00																															
Virginia Beach	Virginia Beach	Gymnasium	G-139	1,875	150	\$	325.00	\$	165.00	\$ 325.00	\$ 110.00																															
Virginia Beach	Science	Planetarium	J-100	800	82	\$	135.00	\$	70.00	\$ 135.00	\$ 45.00																															
Virginia Beach	Pungo	Auditorium	F-133	1,782	212	\$	300.00	\$	150.00	\$ 300.00	\$ 100.00																															
Suffolk	Regional Workforce Solutions Center	Classroom - Small			22							\$ 500.00	\$ 300.00	\$ 300.00																												
Suffolk	Regional Workforce Solutions Center	Classroom - Large			44							\$ 800.00	\$ 500.00	\$ 500.00																												
Suffolk	Regional Workforce Solutions Center	Computer Lab			24							\$ 700.00	\$ 400.00	\$ 400.00																												
Suffolk	Regional Workforce Solutions Center	Webinar Conference Room			24							\$1,000.00	\$ 600.00	\$ 600.00																												

#### APPENDIX C

### **TIDEWATER COMMUNITY COLLEGE**

### Additional Requirements - Facilities Use for On Campus Activities

- A. All events must have an institution-affiliated sponsor or be pursuant to a signed facility use and/or rental agreement with an external third-party user that obligates the third-party user to comply with the College's use rules. Both institution-affiliated and external third-party users must designate someone onsite or immediately available throughout the event who is responsible for ensuring compliance with use rules.
- B. Certain locations are altogether prohibited from usage for events, including administrative buildings, libraries, and academic buildings during instructional time.
- C. An advance reservation process with a written agreement is required. The agreement must include specified times and identified locations for the reserved use. Such reservation must include an agreement to follow College facility use rules and to comply with all federal, state, and local laws. The reserving individual must acknowledge these obligations and agree to comply.
- D. Groups and individuals participating in the facility use activities are accountable for compliance with the provisions of this policy. Violations of this policy may be grounds for disciplinary action against students and employees. Violations of this policy also constitute grounds for revocation of the user's facility use permit. Individuals or groups who invite non-College participants may be held accountable for such participants' compliance with this policy.
- E. No illegal activity is permitted at events.
- F. Disrupting or obstructing the normal learning, living, or work environments of other members of the College community or the functions or activities of the College (as well as activities conducted on the College's property with its permission) is prohibited. Examples include: blocking entrances, corridors or exits; interfering with ongoing educational activities, cultural events, or recreational, extracurricular or athletic programs; unauthorized presence in a building after normal closing hours or after notice that the building is being closed; interfering with vehicular or pedestrian traffic; creating unsanitary conditions; and interfering with any other effort to protect the health and safety of members of the College community or larger public.
- G. The construction or occupation of a "Camping Tent" is prohibited.
  - "Camping Tent" means any collapsible tent or structure, typically having as its basic components a flexible material supported by a framework, designed, intended, or used as temporary shelter while camping or on recreational outdoor outings. Camping Tents may include tents known as "pup tents," "dome tents," "cabin tents," "hiker tents," and "backpacking tents."
  - 2. A "Camping Tent" does not include a tent with all sides entirely open and where there is an unobstructed view into such tent from the outside at all angles.

- 3. All tents require advance approval through the facility use approval process. Only Event Tents shall be permitted to remain on the property overnight. All other tents of any type must be removed no later than 5pm.
  - a. "Event Tent" is a non-Camping Tent and is not less than 400 square feet or a tent that requires skilled or professional installation and removal.
    - i. Event Tents must comply with all other requirements in TCC's Policy 3204: Use of College Facilities by External Entities.
    - ii. Event Tents may not be occupied or used after college operating hours.
- 4. Camping is prohibited on property owned, leased, or operated by the College, Virginia Community College System, or their foundations.
  - a. "Camping" means the act of using any part of the property or facilities for living accommodation purposes, such as establishment of temporary or permanent living quarters, sleeping outdoors overnight or making preparations for overnight sleeping (including the laying down of bedding), storing personal belongings, using any tent, shelter, or similar structure regardless of size for sleeping; sleeping in, on, or under parked vehicles, or setting up temporary or permanent sleeping areas outdoors or in structures not designated for human occupancy.
  - b. "Camping" does not include the use of College, VCCS, or their foundations' property that has been wholly or partially designated as sleeping or relaxation areas; a tailgating activity in conjunction with a College, VCCS, or foundation event; or the use of temporary hammocks or lounge furniture on College, VCCS, or foundation owned property for recreation or studying activities outdoors.
- 5. These prohibitions shall not apply to the College, the Virginia Community College System Office, or the College or System foundations or to Non-Camping Tents erected for their use.
- 6. These prohibitions shall not apply to federal, state, or local governments or their agencies or to Non-Camping Tents erected for their use.