

FACILITIES USE AND MANAGEMENT

POLICY**PURPOSE**

Ridgewater College, an agency of the State of Minnesota, allows use of College facilities by the community when they are not needed for curricular or extra-curricular programs. We acknowledge and adhere to the definitions and processes described in Minnesota State Board Policy 6.7. Real Estate Transactions and Management.

All persons are welcome and encouraged to attend public activities or meetings and to properly use the area scheduled or made available for use under provisions of this policy. Ridgewater College is committed to a safe and well-maintained campus environment. All use of College facilities shall be consistent with and supportive of the mission and Guiding Principles of the college and subject to the guidelines outlined in the relevant procedures.

GENERAL PRINCIPLES

Ridgewater College functions take precedence over all other uses of facilities and of any other property controlled by the College. Any use of the College facilities by students, recognized student organizations, non-affiliated organizations or other individuals must not interfere with the educational operations of the College.

Scheduled use of a particular area of campus supersedes any unscheduled use, even when scheduling is not a requirement for a particular campus facility. The use of outside areas is controlled and administered by the Vice President of Finance & Operations or their designee.

Not all campus facilities or spaces are available for scheduling. The College may deny a scheduling request and reserves the right to change the particular area of campus that was approved and scheduled for use to a different campus area if comparable and appropriate space can be provided.

Ridgewater College reserves the right to cancel any scheduled use of its facilities due to weather and other emergencies.

General use areas such as lounges, hallways and gathering spaces shall be scheduled only for those activities in which all Ridgewater College campus community members are eligible to participate without restriction (no admission or donations solicited) and which will permit free flow of traffic, around and through the area without compromising state fire and safety codes.

ELECTION ACTIVITIES

As a state-supported public institution of higher learning, Ridgewater College is required to remain neutral concerning partisan political activities. Ridgewater College shall make their facilities available for the holding of precinct caucuses and legislative district or county conventions as required by Minnesota Statutes section 202A.19, subd.6 (2015). Ridgewater College will not schedule any event after 6:00 p.m. on the day of a major political party precinct caucus without the permission of the Minnesota State Board of Trustees.

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PROHIBITED USES

Any activity that is prohibited by federal or state law or local ordinance is prohibited. Ridgewater College facilities cannot be used in a manner that makes it appear that Ridgewater College endorses a sectarian, religious, political or partisan position.

Smoking, tobacco use, and tobacco sales (including the use or sales of electronic or smokeless tobacco products) are prohibited in all College facilities or on any other property controlled by the College.

Non-affiliated organizations must abide by their lease agreements, as well as all federal, state or local laws. Failure to abide by policies or agreements can lead to the cancellation of event use of facilities and prohibition of any further lease of facilities.

DISCLAIMER

Ridgewater College does not assume any responsibility or obligation resulting from its decision to make its facilities available pursuant to this policy, nor does such a decision indicate support for an individual or an organization's objectives. All use of Ridgewater College facilities must comply with all federal, state and local laws.

History:

10.08.2021 Proposed

01.20.2023 Revised

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PROCEDURE

1. The application for use of the buildings or grounds must be made through Ridgewater College facility reservation personnel and authorized by the Vice President of Finance and Operations or designee.
2. The facilities use agreement, certificate of liability insurance coverage, and 501C3 form (if applicable), or tax-exempt status, must be completed and approved in advance of use of the facility.
3. The rental charge will be made in accordance with the schedule of rental rates of this policy.
4. All events/activities should be scheduled a minimum of two weeks (14 days) in advance to allow Ridgewater College to make the necessary arrangements for security/maintenance for use of facilities. If an event/activity is scheduled with less than two weeks (14 days) notice and is approved, Ridgewater College reserves the right to charge an additional \$50 for the event, plus normal fees.
5. This Agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
6. The College reserves the right to not rent facilities for purposes in direct competition with the College.
7. Ridgewater College reserves the right to not charge groups/businesses that are in collaboration/partnership or have reciprocity agreements with Ridgewater College.

General Rules and Regulations

1. All organizations using Ridgewater College facilities shall be responsible for any and all vandalism or damage and shall be required to reimburse Ridgewater College the full value of any damage or theft of property. The organization or the individual representing the organization who uses Ridgewater College facilities shall assume full responsibility for injury to persons and damages to property that may occur as a result of their using Ridgewater College facilities.
2. A completed Facilities Use Agreement which requires proof of insurance and compliance with other agreements and conditions must be approved by the Vice President of Finance and Operations or designee before facilities will be scheduled. Prior to using the college facilities, every non-college group/organization and individual must complete a Facilities Use Agreement. The person signing the Facility Use Agreement is responsible for the group's observance of all policies and fees assessed for the event. Whenever possible, facility usage should be scheduled at least fourteen (14) days prior to the activity, but not to exceed 120 days in advance. Facility use is dependent upon room and staff availability.
3. Permittee agrees to maintain the facilities in a clean and sanitary condition. After Permittee finishes using the facilities, Ridgewater College will inspect the facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Ridgewater College will then submit an

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invoice to Permittee for the repairs or replacement of missing items, which Permittee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500, Ridgewater College shall be entitled to obtain payment of such amount from Permittee in advance. This provision will survive the termination of this facilities use agreement.

4. College Operating Hours:

Hutchinson Campus

Monday through Friday: 7:00 am – 10:00 pm

Saturdays and Sundays: As needed

Willmar Campus

Monday through Friday: 7:00 am – 10:00 pm

Saturday: 7:00 am – 3:30 pm

Sunday: As needed

Holidays

Both campuses are closed.

5. Ridgewater College shall not be liable for any suits, actions or claims of any character for injury, death, or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Premises by Permittee or arising out of any work or thing whatsoever done in or about the Premises or structures or equipment therein when such has been authorized by Permittee, except as such injury, death, or property damage is attributable to Ridgewater College's negligence as determined by a court of law. Permittee shall indemnify Ridgewater College and hold it harmless from any and all such suits, actions, or claims.
6. The custodian/security on duty will supervise the operation of the physical plant and shall not be required to supervise groups or activities during any time the Ridgewater College buildings are in operation. A building may not be occupied by any community group unless a custodian/security is present. A Ridgewater College employee may substitute for the custodian with prior permission from the Vice President of Finance and Operations or designee.
7. It shall be the responsibility of the organizational leaders to confine use of the facilities rented to members of their group or for the purpose and function under the terms of the rental agreement.
8. Food Service is available through the existing food service provider at the Willmar Campus at (320-444-0853). The Ridgewater College kitchen is not available for use by anyone other than the current food service provider.
9. Beverages and pre-packaged cold snacks may be served without using campus food services but it is the responsibility of the renter to clean up the facility. A fee will be assessed for damaged, lost, stolen, or unclean equipment or facility
10. Buildings must be vacated by 10:00 pm by organizations utilizing the facilities, unless prior arrangements and approval have been made. Programs must be concluded in time for clearance of

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- building in accordance with the terms of the rental arrangement. Any additional time required to clean up after an organization's use of the facility shall be charged to the organization in addition to the rental schedule.
11. An authorized/designated person from the organization must be in attendance at all times to accept responsibility for the conduct of an organization and the care of the building and equipment for all groups using Ridgewater College facilities.
 12. In Accordance with the Clean Indoor Act, smoking, tobacco use and tobacco sales are prohibited on college owned, operated or leased property. Tobacco use in private vehicles in college parking areas is permitted as long as tobacco users demonstrate respect for individuals and the environment.
 13. Except as provided in Ridgewater College Policy 5.18 Drug and Alcoholic Free Campus, the possession, use, sale or distribution of alcoholic beverages and 3.2% malt liquor at Minnesota State Colleges and Universities and institution-sponsored events on or off campus is prohibited. The Ridgewater College President must pre-approve, in writing, any exceptions to this policy. Requests may be directed to the Vice President of Finance and Operations.
 14. A group must obtain prior approval to bring in any organizational equipment and must remove all equipment immediately after the event unless special permission is granted in advance by Ridgewater College.
 15. A group renting the facility cannot assign or transfer the right or the responsibility for use of Ridgewater College facilities.
 16. For those events held after regular working hours and/or on weekends, a facility service fee shall be charged at the rate of \$50 per hour with a minimum of 2 (two) hours required. A Technician fee of \$50 per hour if one is required to be in attendance for a special event.
 17. Any and all use of Ridgewater College facilities shall not contradict or conflict with the Ridgewater College mission and Guiding Principles.
 18. Violation of any of the rules governing the use of Ridgewater College buildings by any person or organization shall be sufficient grounds for canceling the scheduled use of facilities or denying of future application.
 19. Permittee shall at all times be considered an independent contractor, and not an employee or agent of Ridgewater College.
 20. All personal property in or about the Premises belonging to or placed therein by Permittee or its occupants or visitors shall be there at the sole risk of Permittee or such other person only, and Ridgewater College shall not be liable for theft or misappropriation thereof, not for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer, or steam pipes, or due to the happening of any accident in or

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about the Premises including destruction by fire. Permittee here by assumes all responsibility for security against theft, vandalism, or accidental loss of any kind whatsoever.

21. Ridgewater College visitors must follow the Ridgewater College Parking Policy (located at <https://www.ridgewater.edu/Student-Portal/Pages/Parking-Information.aspx>). Parking lots are to be used only for parking, unless prior authorization is obtained from the Vice President of Finance and Operations or designee.
22. Regularly scheduled classes and events and activities approved and sponsored by the College including classes or events by other higher education institutions approved by the Ridgewater College, shall have priority in facility utilization. If a college program or employee group sponsors an event, faculty or staff from such program or group must be present to manage and supervise the event for its duration. Use must be directly related to student clubs and purposes of the college.
23. If a username and password are needed in order to access the Ridgewater College computers, it must be requested at least two (2) weeks in advance to the event. Bringing your own laptop to plug into the projector will not require a username and password. However, if you use a high-tech classroom and you need to access Ridgewater College's computer system you must have a username and password to get on line. Please call the Library Technician if one is needed or list that on the Facility Use Request.
24. To schedule the use of the facility at Ridgewater College, please call or email: Barbara.Saunders@Ridgewater.edu or call (320) 234-8511.

Online: Schedule facilities use utilizing the online EMS scheduling system.
25. Ridgewater College reserves the right to revise building rental rates. It shall be the responsibility of the renting organization to obtain the cost of the current rental rates and fees. Ridgewater College will not be responsible for contacting individual organizations to inform them of revisions in rental rates.
26. Ridgewater College rental rates are designed to encourage public use. Payment in full is required within thirty (30) days unless other arrangements are made in advance and approved by the Vice President of Finance and Operations. If payment for rental of facilities is not made, the renting agency will not have access to use of the facilities until all past building rental fees have been paid. Payment may be made to Ridgewater College, Attn: Cashier, 2101 15th Avenue NW, Willmar, MN 56201.

History:

10.08.2021 Proposed

01.20.2023 Revised