



## **Guidelines for Use of College Facilities by Users**

Allegany College of Maryland (“the College”) is committed to serving the needs of the public by allowing reasonable use of College Facilities. The purpose of these Guidelines is to provide the terms, conditions, and procedures related to use of College Facilities by members of the general public. Generally, rental and/or other fees will be charged to external users unless a waiver is granted by the Athletic Director.

**A. Definitions** – As used in these guidelines, the following definitions shall apply.

1. “College Facilities” means all spaces noted on the Reservation Request Form.
2. “Event” means any activity at a College Facility, sponsored by a User.
3. “Events Scheduler” means the representative from the Athletic Department.
4. “Athletic Director” means the individual on campus designated by the College to oversee the day-to-day management and administration of the Athletic Department.
5. “Guidelines” mean these Guidelines for Use of College Facilities.
6. “Reservation Request” means the College’s Reservation Request form.
7. “User” means individual member(s) of the general public, educational and government agencies, business, and non-profit organizations that are not affiliated with the College, but whose purpose and activities are consistent with the mission of the College.

**B. General Guidelines** – Users must comply with the following general policies and guidelines:

1. All Users must submit a reservation request.
2. Requests for space will be considered as long as they do not duplicate events, classes, or programs offered by the College. All College Facilities must be used for the purpose specified in the Reservation Request.
3. The College is a smoke-free and tobacco free environment.
4. Allegany College of Maryland is a clean and clear campus which prohibits the sale, consumption, and possession of alcohol on ACM property. ACM is also a clean campus which means no illegal substances – including marijuana.
5. The College shall have priority over use of the College Facilities for College events. Furthermore, events may not be approved if, in the discretion of the Athletic Director, the Event will duplicate offerings made by the college, disrupt classes, athletic events, or other activities conducted by the College, or will be disruptive to the community surrounding the College.
6. In addition to the policy and procedures contained in these Guidelines, Users must comply with all policies and procedures that may be posted in the requested space or that apply to the event.
7. The User must provide a Certificate of Insurance for the Event and add the College, its trustees, officials, agents, and employees, as additional insureds. The college shall receive prior written notice of the cancellation, expiration, nonrenewal, or any other form of termination of the insurance policy.
8. The College reserves the right to deny the use of College Facilities to any User if, in the sole discretion of the College, the Event can potentially damage College property or present a threat to the safety or health of the College and/or its surrounding communities.
9. The College shall deny use of College Facilities where the Event is contrary to the intended use of the College Facilities or the mission of the College, or where the event violates fire, health, or safety provisions related to College Facilities.

10. The College, its agents, and its authorized designees may terminate the use of College Facilities and/or an Event if the User violates these Guidelines and/or the Agreement for Use.
11. The Event Scheduler shall consult with and send notice of all Events to the Athletic Director, Director of Campus Safety/Special Police, Facilities Management, Information Technology, and the Dean of Student and Legal Affairs. These entities reserve the right to review and approve holding any Event.
12. Advancement/Public Relations reserves the right to review and approve the publicity related to any Event. The User shall not use the College's name logo, or trademarked materials without the express consent of the College and Public Relations.
13. The Users must sign an Agreement for Use of Allegany College of Maryland Facilities, the form of which is appended to and incorporated into these Guidelines. The Agreement of Use contains, among other things, a provision that the User shall indemnify and hold the College harmless for any damage, loss, or other liability related to the Event.
14. Each User must agree to follow these Guidelines, a copy of which will be provided to the User by the Event Scheduler.
15. The Users must terminate all events promptly by the time indicated on the Reservation Request.
16. The Users are permitted to access only the areas designated and approved on the Reservation Request and only for the purposes stated on the request.
17. The Users are not permitted to publicize an event for which the College Facilities are being requested prior to the approval of the Reservation Request and any subsequent approval required.
18. The College, its agents, and its authorized designees may require attendee to leave an Event if, in the reasonable discretion of the College, its agent, or its authorized designees, the attendee is in violation of these Guidelines and/or the Agreement or the attendee presents an immediate health or safety risk.

### **C. Applications and Approval of Use**

1. The Users who wish to use College Facilities shall obtain an Reservation Request and a schedule of basic fees from the Events Scheduler. A User that is an organization must submit, with the completed Reservation Request, verification of its status as a business organization validly formed and duly authorized to operate in the State of Maryland. Such verification may be in the form of (a) a Certificate of Good Standing from the Maryland Department of Assessments and Taxation dated no earlier than one year prior to the Event; or (b) with respect to a non-profit organization an IRS determination letter of the entity's non-profit/tax exempt status. e.g. 501(c)(3) or copy of their IRS form 990 filed by the User for the prior fiscal year.
2. A User shall return the Reservation Request to the Events Scheduler at least thirty (30) business days in advance of the Event along with verification of status as a business organization or non-profit organization as noted in Section C1 above and a Certificate of Insurance that complies with the requirements noted in Section B6.
3. If the date requested is available, the Events Scheduler has received all of the required approvals, and the Event is consistent with these Guidelines, the Events Scheduler shall place a temporary hold on the facility for this date.
4. The Events Scheduler shall send the User an Agreement for Use of College Facilities. Attached to and incorporated into the Agreement for Use shall be a copy of the Reservation Request, these Guidelines, an estimate of the costs related to the Event, including, but not limited to a rental fee, maintenance, public safety (see provisions regarding Public Safety in these Guidelines), and any other policies or regulations.
5. The User shall return a signed Agreement for Use to the Events Scheduler at least fifteen (15) business days before the date of the Event with full payment of the estimated costs contained in the Agreement for Use. Payments may be paid by cash, check, money order or PayPal (acmathletics@allegany.edu). Checks or money orders may be made payable to Allegany College of Maryland Athletic Department.
6. Denial of payment by a bank of a check from a User shall entitle the College to cancel the Event. In addition, the User shall reimburse the College for the full amount plus any applicable fees or penalties.

**D. Denial of User Requests** –The College may deny the use of College Facilities if:

1. The College or another User or other organization has already reserved the College Facilities.
2. The College at its discretion may choose not to schedule events when the college is closed, when personnel are not available, and during repair and maintenance periods.
3. The Event is not related to the intended use of the College Facilities requested or mission of the College.
4. The User has previously misused any College Facilities or has failed to comply with policies and procedures related to use of any College Facilities or has failed to pay charges accrued from previous events.
5. The User has failed to comply with the application requirements in a timely manner.
6. The User has failed to satisfy other College requirements and/or comply with applicable policies.
7. The Event, in the sole discretion of the College is Likely to disrupt the operation of the College or surrounding communities, provoke a breach of the peace, or endanger members of the College and/or the surrounding communities.
8. The Event is a religious service. This prohibition does not prevent the College from making College Facilities available to religious organizations for small meetings or classes in accordance with the terms of Guidelines. Offerings, donations, dues or monies of any kind are not to be collected on campus. Proselytizing of fundraising may not be engaged in by the User at the Event. Please see the Solicitation Policy here:  
Policy pending approval
9. The User is requesting a space to hold a political event. Requests from government officials or other stakeholders of public office may be considered when the event’s purpose is to provide information about legislation and other issues of general interest to constituents. Political fundraising is prohibited, as is the acceptance of solicitation of monies of any kind by political candidates.
10. The First Amendment Speech and Expression Policy is located here if the User wants to host a political or religious event.  
<https://www.allegany.edu/legal-information/documents/first-amendment-speech-and-expression-policy-revision.pdf#search=first%20amendment%20policy>  
The User must also complete the First Amendment Form if they wish to host a political or religious event. That form is located here:  
<https://www.allegany.edu/legal-information/documents/first-amendment-form-fy21-revision.pdf#search=first%20amendment%20policy>.
11. The event involves gambling.

**E. Fees and Charges**

1. The fees associated with the rental and operations of the College Facilities are set forth in the Facilities Rental Rate Schedule.
2. The User assumes responsibility for any damages to College equipment or facilities and for loss of revenue resulting from those damages as well as any fees associated with returning the space to its proper use.
3. In certain cases, actual charges and expenses may exceed original estimates. By agreeing to use the College Facilities, the User accepts responsibility for paying any such additional costs.

**F. Public Safety**

1. Upon receipt of a Reservation Request, the Event Scheduler, in consultation with the Director of Campus Safety/Special Security will determine whether the Event requires additional College Public Safety Officers on the day of the Event. The Events Scheduler will notify the User, in writing, of the additional number of Public Safety Officers required and the additional cost. Failure of a User to agree to the additional security will result in the termination of the User’s Reservation Request and cancellation of the Event.
2. In case of an accident or illness of a participant in the course of an event, the User must notify the Director of Campus Safety/Special Security immediately.

## **G. Information Technology**

1. Upon receipt of a Reservation Request, the Events Scheduler, in consultation with the IT Help Desk Manager, will determine what level of IT service and support is needed, including: staff scheduling and overtime if needed, in-house equipment or the use of outside contractors and equipment. In the event of the use of rental equipment or non-Allegany College of Maryland contractors the User is responsible for ordering and paying for non-Allegany College of Maryland services.
2. The User is responsible for any damages or loss of contracted equipment.

## **H. Special Terms and Conditions**

1. The User shall not assume or imply that permission to use College Facilities represents college endorsement or sponsorship of the group, its purposes, or activities.
2. The College shall not permit the use of any space by a User without the availability of the services required to maintain the College's operational and environmental standards for that space.
3. Certain College Facilities may contain expensive and/or complex equipment. Only College personnel are authorized to operate any such equipment. The rates of service for the College personnel are noted on the Facilities Rental Rate Schedule.
4. The use of the College Facilities will generally be canceled when the College is closed due to inclement weather or other emergency conditions. Every reasonable effort will be made by the Events Scheduler to notify Users that may be affected. Users are encouraged to listen to local radio stations or use the Allegany College of Maryland website ([allegany.edu](http://allegany.edu)) for weather-related closing announcements. If the Event cannot be rescheduled, any payments shall be returned to the User.
5. Without permission of the College, the User shall not affix anything to walls or otherwise deface surfaces of any College Facilities. Without permission of the College, the User shall not remove, rearrange, or damage any furniture or equipment that belongs to the College. Preference for arrangement of existing furniture and/or the need for additional furniture should be included on the Reservation Request. In addition, the User should keep the College Facilities in the condition it was when they arrived by using the trash cans, recycling bins, and other provided amenities to keep the area clean. (Note: Additional fees may apply.)
6. Vehicles are to be parked on the blacktop in the designated parking lots. Vehicles of any kind are not permitted on the College's grounds or athletic fields.
7. As a general rule, pets and animals, other than service animals, are not allowed on campus. The Events Scheduler will refer requests for exceptions to this policy to the Dean of Student and Legal Affairs. The Animals on Campus Policy can be found at:  
<https://www.allegany.edu/student-and-legal-affairs/documents/Animals-on-Campus-Policy-Final-2022.pdf>  
The exemption form can be found at:  
<https://www.allegany.edu/student-and-legal-affairs/documents/Animals-on-Campus-Exception-Request-Form-2022.pdf>
8. Directional signage should be requested from the Events Scheduler. Posting and removal of the directional signage will be the responsibility of the College.
9. The Athletic Director's office will designate an on-site administrative supervisor for all external group events. The cost for this service will be included in the estimated costs.
10. External for-profit groups that charge admission or fees for attendance may be assessed an additional fee to be collected by the college based on the revenue generated from the event.
11. The Athletic Director shall have final responsibility for rental and use of the College Facilities to external groups.
12. The College reserves the right to modify these Guidelines and to add restrictions or new requirements for an emergency condition including but not limited to safety, natural disaster, and/or public health.



## Facilities Rental Rates

### I. Facility Rental Rates

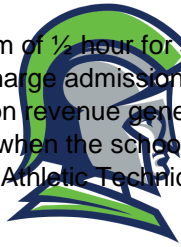
Space Description	SPECIAL EVENTS				SPORTING EVENTS
	Daily Rates For-Profit	Daily Rates Non-Profit	Half Day Rates For-Profit	Half Day Rates Non-Profit	Rates Per Game
<b>Classroom</b> <small>** 30 MAX</small>					-
<b>Gymnasium</b>	\$250	\$150	\$100	\$50	\$100
<b>Baseball Field</b>	\$250	\$150	\$100	\$50	\$100
<b>Softball Field</b>	\$250	\$150	\$100	\$50	\$100
<b>Soccer Field</b>	\$250	\$150	\$100	\$50	\$100
<b>Football Field</b>	\$250	\$150	\$100	\$50	\$100
<b>Outdoor Basketball</b> <small>** ALL FOUR COURTS</small>	\$250	\$150	\$100	\$50	\$100
<b>Tennis Courts</b> <small>** TWO COURTS</small>	\$250	\$150	\$100	\$50	-
<b>Track</b>	\$250	\$150	\$100	\$50	-

- Day consists of 8 hours
- Half day consists of 4 hours
- Maintenance fees are built into the facility rental rate

### II. Staff Rates

Support Staff	Hourly Rate
Administrative Supervisor	\$35
Athletic Trainer	\$35
Athletic Technician	\$25
Security Officer	\$15

1. The College may add a minimum of 1/2 hour for set up and tear down.
2. External for-profit groups that charge admission or fees for attendance may be assessed an additional fee to be collected by the college based on revenue generated from the event.
3. Any event that is held on a day when the school is closed or outside of normal operating hours, an Administrative Supervisor or Athletic Technician be present (see fee scale above in Section 1.1).



Request Number: \_\_\_\_\_

## AGREEMENT FOR USE OF COLLEGE FACILITIES

This **Agreement for Use of College Facilities**, dated this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Agreement”), is by and between THE ATHLETIC DEPARTMENT OF ALLEGANY COLLEGE OF MARYLAND (ACM) and \_\_\_\_\_ (the “USER”). [INSERT FORMAL LEGAL NAME OF USER]

The College has agreed to permit the User to use the ACM facility identified in the Event Reservation Request attached to this Agreement on the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the above and for other consideration the parties deem sufficient, the parties agree as follows:

1. The User shall be entitled to use the ACM Facility for the Event (the “Event”) identified in the Event Reservation Request attached to this Agreement. The Event shall be conducted in accordance with the terms and conditions contained in this Agreement, the *Guidelines for Use of College Facilities by External Users* (the “Guidelines”), the Event Reservation Request, the Event Costs Estimate, and other related documents, which are hereby appended to and incorporated into this Agreement. The word *Agreement* as used herein includes this Agreement, the Guidelines, the Event Reservation Request, the Event Costs Estimate, and any other related documents.
- This Agreement must be signed by the User and returned to the College, with the Event Costs Estimate and full payment of estimated costs at least 15 business days prior to the event. Any additional fees incurred must be paid within 30 days of the event.
2. The User may cancel the Event by sending written notice to the College as noted in paragraph 15 of this Agreement. If the College receives notice of the cancellation at least 10 business days prior to the Event and in accordance with paragraph 15, the College shall refund all amounts paid by the User minus any costs incurred by the College. If notice of cancellation is not received within 10 business days prior to the Event and/or written notice is not delivered in accordance with the provisions of paragraph 15, the College will retain 10% of all payments by the User to the College and refund 90% to the User.
  3. The College may cancel the Event or, if the Event is already in progress, terminate the Event if the User violates the terms of this Agreement. The College shall retain all payments made.
  4. The User will ask any of its guests who violate the terms of this Agreement to leave the Event and the grounds of the College.
  5. The College, its agent, or its authorized designee may request any guest of the User who violates this Agreement to leave the Event and the grounds of the College.
  6. No alcohol shall be served, sold or otherwise allowed by the User on the grounds of the College.
  7. The User will not permit the use of drugs or smoking/tobacco during the event.





## Reservation Request

Request Number \_\_\_\_\_

**TO BE COMPLETED BY REPRESENTATIVE OF THE GROUP**

DATE \_\_\_\_\_ (Requests must be made at least 7 days prior to the event.)

PRINT CONTACT NAME \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

NAME OF ORGANIZATION: \_\_\_\_\_

**ALTERNATE CONTACT INFORMATION**

Someone that can answer questions regarding the event may need to be contacted during setup. If that is someone other than the above, please provide his/her name and phone number. Be sure to provide a phone number at which he/she can be reached prior to the event. **NAME**

\_\_\_\_\_ **PHONE** \_\_\_\_\_

.....  
**GENERAL INFORMATION/SPACE REQUEST**

EVENT TITLE \_\_\_\_\_

DESCRIPTION OF EVENT \_\_\_\_\_

EVENT DATE(S) \_\_\_\_\_ EVENT START TIME \_\_\_\_\_ END TIME \_\_\_\_\_

LOCATION ACCESS TIMES – FROM: \_\_\_\_\_ TO: \_\_\_\_\_ (total time you need to space including the time you need to set up and break down your event)

ANTICIPATED NUMBER OF ATTENDEES \_\_\_\_\_

**VIP/RESERVED PARKING**

If state, local, or national dignitaries will be in attendance, please list them: \_\_\_\_\_

**GENERAL SPACE REQUEST** – Check all that apply.

TYPE OF SPACE NEEDED:

- Classroom: list number of rooms if requesting classrooms \_\_\_\_\_
- Gymnasium
- Baseball Field
- Softball Field
- Soccer Field
- Football Field
- Outdoor Basketball Courts

- Tennis Courts
- 1/4-mile Macadam Track
- One-Mile Dirt Track

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**SPECIAL ITEMS** Technical Assistance (ACM Staff will perform equipment set up. If assistance is desired beyond setup, this box should be checked.)

- Other \_\_\_\_\_

**SET UP INSTRUCTIONS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Depending on the needs, time, day, and date of the event, the requesting organization may be charged for support staff. The Athletic Department will determine the staff needs for the event set-up and tear down.

All requests for needed items must be made at the time of reservation. Any revisions must be made at least three (3) business days in advance of the event.

**OTHER**

- Charging Admission
- Concessions – ACM caterer has right of first refusal. Contact (<http://www.alleganymetz.com/menus.html> or 301-784-5335)

\* If the event request is approved, additional information may be needed.

- Check here if you would like to discuss your event needs with a college representative.

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**For Office Use Only**

**Event Approved** \_\_\_\_\_ **Date** \_\_\_\_\_

**Rooms/Spaces Assigned** \_\_\_\_\_

**Room Availability for Setup and Breakdown:**

**Date:** \_\_\_\_\_ **Setup:** From \_\_\_\_\_ to \_\_\_\_\_

**Breakdown:** From \_\_\_\_\_ to \_\_\_\_\_