

USE OF FACILITIES AND SERVICES

Access to Campus

The facilities and grounds of the institution are restricted to LBWCC students, employees, and invited guests of the institution, except when part or all of the campus, its buildings or facilities are open to the general public for a designated time and purpose, or when use by non-affiliated groups, organizations or individuals has been granted or approved pursuant to the provisions of this policy. A guest of the institution, whether invited by a student or employee, is approved to visit for a specific time, place, and purpose. Loitering is prohibited.

All persons on the campus of Lurleen B. Wallace Community College shall be subject to all rules and regulations of the institution applicable to the conduct of students on campus, and to all applicable federal and state laws and regulations. In addition, all persons who operate motor vehicles on any campus or any off-campus center agree by such operation to be subject to institution rules, regulations, policies, and procedures for operating and parking of vehicle. Anyone who is committing any act tending to interfere with the normal, orderly, peaceful, or efficient conduct of activities of the College, may be directed by an official of the institution to leave the campus or facility. If the person fails to do so, trespass charges may be made by the institution through the appropriate local law enforcement agency or court.

General Conditions for Use of Property or Facilities

LBWCC will allow the use of its facilities, when available and when the use does not conflict or interfere with normal, day-to-day operations and activities. Use of the institution's facilities by others shall be compatible with the philosophy, mission, functions and objectives of the College. LBWCC will allow the use of its facilities in accordance with this policy, applicable laws and ordinances, established rules and regulations, and prevailing community standards of conduct and behavior. Exceptions to this policy must be approved by the President, prior to the signing of a contract.

Facilities may be used based on a priority system. A priority system is established to facilitate decisions on facilities use and applicable charges, when scheduling conflicts arise. First priority for use will be given to College events and no charge will be levied. Second priority will be given to organizations with which the College has a written partnership agreement and events co-sponsored by the College such as meetings requested by elected federal, state and local officials or municipalities; however LBWCC facilities may not be used for political campaign activities. Rental fees will not be levied, but other fees, such as clean up and damage to the property, may be charged to the user. Third priority will be given to users that are non-profit, civic, cultural, or charitable in nature. These users will be assessed applicable charges. The last priority will be given to other individuals, governmental entities, religious and other groups, professional associates, clubs, corporations, and institutions. These users will be assessed applicable charges.

In conjunction with the priority system, facilities may be used based on a rental fee schedule and established rules and regulations. A fee schedule is published to establish rates for rentable space.

Detailed rules and regulations are published and available to the public via the LBWCC website. A rental application will be used to specify contractual terms between the College and the applicant.

Campus property and facilities may not be used by any non-affiliated group, organization or individual for the conduct of profit-making activities, except when a rental or lease agreement is negotiated and the institution receives a fair rental value for the property or facility used. Rental or lease agreements may be required for nonprofit activities of non-affiliated groups, organizations or individuals; however, rental charges for such use may be reduced or waived at the discretion of the President. Rentable space is defined as all space that may be available after the academic needs of the institution have been met.

Use of campus property and facilities, pursuant to prior approval, for meetings or other activities, is subject to limitations on the number of persons who may attend in accordance with appropriate building and fire codes and safety standards. Smoking and the use of tobacco products inside College facilities is prohibited. Smoking is only allowed outside in designated areas. According to Public Law 100-690, no alcoholic beverage, illegal drugs, or controlled substances are allowed on the premises of LBWCC at any time. Firearms are prohibited on campus or on any other property operated by the College, except by law enforcement officers legally authorized to carry such weapons, who are officially enrolled in classes or are acting in the performance of their duties, or for an instructional program in which firearms are required equipment. Illegal gambling while using College facilities is prohibited.

Ample time, agreed upon by both parties, will be allowed for decorating the facility prior to the event. No nails, tacks, staples, hot glue, Velcro, cellophane, or duct tape are allowed in walls, ceilings, doors, or furniture. No decorations may be attached to, or obscure the sprinkler heads, exit signs, fire alarm or other necessary fixtures. Use of candles, smoke machines, fog machines, and any other open flames are prohibited. Glitter and confetti are prohibited. Coffee, condiments, tablecloths and paper products are not provided by LBWCC. Furniture may not be removed from the facility.

The responsibility for damage shall be assumed by the user. A damage deposit may be required at the time a request is made to use a College facility. Adequate liability insurance carried by the user may be required by the institution prior to the event naming the institution as an “additional insured.”

Rental rates for the Student Center Classroom are available in the Student Affairs Office on the Andalusia Campus, rental rates for the Dixon Center Theater and Conference Center are available in the office of Instructional and Information Technology on the Andalusia Campus, rental rates for facilities on the MacArthur Campus are available in the office of the Director of College Facilities and Maintenance on the MacArthur Campus, rental rates for the Wendell Mitchell Conference Center are available in the office of the Director of the Greenville Campus on the Greenville Campus. The rental charge covers only physical plant related costs, such as custodial services or utilities. Charges for use of equipment and operators are not included. Additional charges may be necessary if special arrangements of furniture or personnel are required, exceptions may be made with the approval of the President.

If outside groups are to use LBW Community College facilities, maintenance personnel must be notified in advance.

No assembly, meeting, demonstration or other activity shall be authorized or permitted on any property or in any building or facility, when:

1. A determination by the appropriate official of the institution is made that the requested use would cause substantial disruption or interference with the normal activities of the institution conducted in the course of its lawful mission, processes, and functions.
2. A determination is made that the requested use would be contrary to federal, state or local law or regulation, or policies and regulations of the Alabama Community College System Board of Trustees or the institution.
3. The applicant or sponsor of the activity has not provided accurate or complete information required on the application for registration.
4. The applicant or sponsor of the activity has been responsible for violation of subparagraphs (1), (2), or (3) above during a previously registered use of campus property or facilities, or has violated any conditions or assurances specified in a previous registration application, and the institution has reasonable cause to believe such violation will reoccur.
5. Approval for use of the property or facilities has previously been given to another group, organization, or individual for the time(s) and location(s) requested.
6. Use of the property or facilities requested would be impossible due to setup time and/or take-down time required for other previously scheduled activities at the requested location immediately before and/or after the requested use, or due to other extenuating circumstances.
7. The activity is of such nature or duration that it cannot reasonably be accommodated.
8. The activity creates or would create a danger, or dangerous condition.
9. Such use conflicts or would conflict with existing contractual obligations of the institution.
10. The President of the College retains powers of veto regarding approval/appeal or denial of requests for utilization of campus facilities.

Those persons or groups interested in renting facilities are encouraged to plan their event as far in advance as possible. A signed rental agreement and the appropriate deposit / payment are required of all users of LBWCC facilities prior to occupying the premises. All fees must be paid to LBWCC in order for the user's event to be scheduled and space reserved. Checks must be made payable to LBWCC.

Cancellation notice requirements are described on the facilities rental agreement. Cancellation notice provided less than forty-eight (48) hours from the time of the event will result in forfeiture of all rental refunds.

The lessee is responsible for cleaning the rental area. It is the responsibility of the lessee to remove all decorations, collect all trash/garbage into trash bags, sweep floors, vacuum carpet if applicable, and mop all spills. Trash cans, can liners, brooms and mops will be available. Failure of the lessee to properly clean the facilities will result in forfeiture of the cleaning deposit and can result in the lessee no longer being allowed to use the facilities.

LBWCC reserves the option to retain food and beverage concessions.

Damage to any facility occurring while being used or leased will be repaired and all costs will be applied to the rental deposit. Any cost beyond the rental deposit will be invoiced to the lessee.

In the event of a disaster or emergency of any kind, LBWCC has the right, as it may determine in its sole discretion, to suspend or terminate any event.

As a condition to the leasing of facilities, LBWCC requires evidence of appropriate liability insurance, if applicable.

Anyone leasing LBWCC facilities or any event attendees must observe all parking regulations.

LBWCC assumes no responsibility for any property placed on the premises and will assume no liability for any loss, injury, theft, or damage to property.

LBWCC does not provide security for outside users.

Exterior doors should be closed, other than for entry or exit to maintain a proper temperature.

Organizations or individuals leasing or otherwise utilizing any facility of LBWCC may use the college name only insofar as necessary to provide directions to the location. Any other use will void any and all contracts for the use of LBWCC facilities.