

Procedure Title:	Community Use of College Facilities Operating Procedure
Procedure ID:	#OP 4-402
Manual Classification:	Finance and Facilities
Linked to Policy:	4-402 Community Use of College Facilities
Approved by Senior Management Team (SMT):	April 9, 2025
Effective Date:	June 1, 2028
Next Review Date:	June 1, 2028
Contact for Procedure Interpretation:	Director, College Services

## 1.0 - Purpose

Fleming College facilities, in accordance with the mission and strategic plan of the College, are available for the rental and use of Community Groups. The principles and appropriate guidelines outlined herein govern the use of College Facilities by such groups.

## 2.0 - Definitions and Acronyms

**Agent:** Lead contact at the College or assigned designate.

**College Community:** Any person who studies, teaches, conducts research at or works at, or under, the auspices of the College and includes without limitation, employees or contractors; appointees (including volunteer board members); students; visitors; and any other person while they are acting on behalf of, or at the request of the College.

**College Facility:** Any property, space, or equipment currently owned, operated, managed, or maintained by Fleming College.

**Community Group/Organization:** Any person or persons wishing to utilize College Facilities in any manner that is outside of the scope of the regular operations of the College.

**Permit:** The agreed upon contract between the College and the Community Group or Organization wishing to access College Facilities.

## 3.0 - Guiding Principles

Fleming College seeks to be a partner in our communities, while ensuring spaces are available for regular operations. Please see 4-402 Community Use of College Facilities policy.

#### 4.0 - Scope

This policy applies to all members of the College Community including all employees, governors, students, contractors, vendors, individuals who are directly connected to any College initiatives, volunteers, and visitors.

## **5.0 – Operating Procedure**

## 5.1 – Facility Availability

All facilities deemed not required for educational program use are available for rental during regular College operating hours, which can be found on the College website. Use of facilities outside of regular operating hours requires authorization by the Director, College Services prior to booking, and may result in additional costs for the renter.

Additional costs may also be incurred for additional services required for the use of the space, such as Security of Custodial. Any costs associated with additional security or custodial services will follow the current contract wages.

All requests must be submitted at least ten (10) business days prior to the Permit start date and time.

Vehicle parking is permitted only in designated parking areas. Parking rates will be determined and agreed upon as part of the initial Permit approval.

In order to ensure adequate security of College facilities, a daily inspection of any Permitted space by Facilities staff/security may be undertaken. Inspections will occur before premises are vacated at the termination point of each Permit.

Special events, multi-day bookings and conferences are negotiated separately on a case-by-case basis with the Director, College Services.

Catering, audio visual and parking needs will be determined per booking and based on College capacity.

#### 5.2 - Prohibited Activities

There is to be no Political campaigning on College property. Any requests by Candidates for Political Office, or their representatives, are to be directed to the attention of the Director, College Services.

No materials may be posted to walls or any other permanent surface at the College, without authorization from the Director, College Services in advance of the posting.

Candles, open flames, pyrotechnics, dense vapor devices including smoke and fog machines are prohibited without prior authorization from the Director, College Services.

Only College representatives may adjust mechanical equipment such as: thermostats, fans, and folding partition doors.

The distribution of keys and/or security codes is not permitted under any circumstances. Security will ensure access to any spaces that are required and approved in the Permit. Where in a longer term arrangement, the Community Group will not sublet the College facility to any other entity.

The Community Group will not modify or add to the College's electrical wiring or fixtures without the written approval of the Facilities Manager.

## 5.2 - Equipment

The use of any College equipment is permitted at the discretion of the Director, College Services and must be arranged in advance of the Permit start date. All IT/AV equipment rentals/use must be arranged with the College IT department prior to the Permit start date. Additional rates may apply.

All items brought onto College property by the Community Group shall be removed before the Permit termination date and time.

Storage space for equipment is not available at the College, the Community Group is responsible for the removal of equipment between uses.

All College space, regardless of equipment used, must be returned to its original state of order before the Permit termination date and time.

## 5.3 Damages

In the event that any College equipment is lost or damaged, the Community Group shall be responsible for all costs resulting from the replacement and/or repairs.

Damages arising out of the use of College facilities/property by and Community group must be reported immediately to the Agent, Security Services or Facilities Services. Financial responsibility for damages to College property or equipment must be borne by the Permit holder.

#### 5.4 - Responsibilities - Facilities Services, Director, College Services

The Director, College Services is will have final approval of all requests for occasional Community use of College space. They or their designate will verify the availability of the facility and in cooperation with the Facility Manager determine the availability of any required staff.

At their discretion, may require a deposit with the Permit application to protect the College against damage to property and/or additional expenses incurred in supervising and cleaning the premises. The deposit may be returned, in full or in part, following an assessment of any damages and/or additional expenses incurred by the College resulting from the execution of the Permit.

The Director, College Services reserves the right to cancel any Permit/event or terminate any agreement upon appropriate notice of cancellation.

#### 5.5 – Responsibilities - Community Groups

The Community Group is responsible for any and all damages to the College/Facility that arise out of their use (see 5.3).

The Community Group shall hold the College harmless from any and all claims arising out of the use of College facilities. Neither the College nor the Board are responsible for personal injury or damage or the loss of personal property of the Community Group or of any persons/groups in attendance upon invitation of the Community Group.

The Community Group are subject to and will follow all College Policies and Procedures, as appropriate, including but not limited to Policies governing the use of alcohol, smoking,

emergency procedures, sexual violence, harassment and discrimination, free speech, and security and health and safety. Violation of any of these policies is grounds for cancellation.

The Community Group must adhere to the start and end times indicated on their approved Permit. Any extension of Permitted time requires previous authorization by the Director, College Services or their designate.

If a user organization has a special permit request that does not fall under the predetermined classifications of user organization, they may request an exception via the Director, College Services or their designate. The event must meet one of the following criteria for the permit to be considered; a sudden event where the school is the largest gathering place in the community or a unique, one-time event that is not identified in the classification of user organizations.

The Community Group must be aware of the Colleges' Emergency Response procedures. Details of these procedures can be found on the Security website.

#### 5.6 - Cancellations/'No Shows' and Refunds

The College reserves the right to cancel a permit if necessary. Permit cancellations will be made only as a last resort. The Community Group will be notified of the cancellation and offered an alternative date or location as compensation, at the discretion of the Director, College Services. If no alternative date and/or location is agreeable to all involved parties, a credit or refund will be issued which may be used against the cost of future rentals. The College assumes NO responsibility for any additional expenses, distress, disappointment, frustration and/or inconvenience resulting from the cancellation or alteration of any Permit.

All Permits will be cancelled when the College is closed, or classes are cancelled due to inclement weather or emergencies.

Community Groups must provide a minimum of 48 hours' notice to cancel any Permit and avoid the application of a cancellation fee. All deposits are non-refundable.

A "No Show Fee" will be applied as below.

First No Show	\$25.00 plus any applicable rental/staffing fees
Second No Show	\$50.00 plus any applicable rental/staffing fees
Third and Subsequent	\$75.00 fee plus any applicable rental/staffing fees and cancellation of any remaining Permit

## 5.7 - Insurance

Every Community Group must carry comprehensive general liability insurance for an amount of no less than \$5,000,000. The insurance policy must cover the activities of the authorized Community Group and the activities of any other person for whom the Group is responsible.

## 5.8 - Not-for-Profit Status and Facility Booking Fees

In order to claim Not-For-Profit status, the following must be submitted:

- A registered charitable organization number, or;
- If incorporated, a copy of "Letter Patent", or;

- If not incorporated, a fiscal financial statement and affidavit from the Executive Director confirming status as a Not-For-Profit organization
- Charitable organizations may not be charged for short bookings, but this will be assessed on a case-by-case basis

Please see section Appendix 1 for rental rates of all available facilities.

## 5.9 - Promotion and Marketing

Any promotion or marketing of events or activities planned on College property must be disclosed and approved prior to their distribution. Promotions and Marketing materials that are deemed unacceptable at the discretion of the Director, College Services or their designate may not be distributed or used. The College bears no responsibility or liability for any additional costs incurred by the Community Group as the result of this determination.

Fleming College does not allow fundraising personal purposes or on an individual basis on campus. Students can seek guidance for fundraising activities via the appropriate organizations (SAC/FSA).

## 5.10 - Computer and Specialty Lab Use

Each rental request Labs will be reviewed on a case by case basis by the Director, College Services.

Specialty Labs will not be available for rent unless previously reviewed by the appropriate School Dean or Chair. Rates and final approval for Specialty Lab use will be determined by the Director, College Services or their designate.

#### 6.0 - Related Documents

- Policy #4-402: Community Use of College Facilities
- Rates for Community Use of Fleming College Facilities April 2022

#### 7.0 – History of Amendments & Reviews

Date Approved	Approved By	List of Approved Amendments / Review
April 2025	SMT	NEW

# Appendix A – Rates

Sutherland Campus Facilities					
	User				
Room	Сар	Includes	Time	Rate	
		Projector, Computer,			
		Cleaning and Building	Half Day		
General Classroom	25-60	Security	(1-5hrs)	\$150	
		Projector, Computer,			
		Cleaning and Building	Full Day		
General Classroom	25-60	Security	(5-8hrs)	\$300	
		Projector, Computer,			
		Teleconference, Cleaning	Half Day		
Large Boardroom	30-35	and Building Security	(1-5hrs)	\$200	
		Projector, Computer,			
		Teleconference, Cleaning	Full Day		
Large Boardroom	30-35	and Building Security	(5-8hrs)	\$400	
Small Meeting		Teleconference, Cleaning,	Half Day		
Room	16	Building Security	(1-5hrs)	\$175	
Small Meeting		Teleconference, Cleaning,	Full Day		
Room	16	Building Security	(5-8hrs)	\$250	
		Projector, Computer,			
		Cleaning and Building	Half Day		
Theatres	150-210	Security	(1-5hrs)	\$250	
		Projector, Computer,			
		Cleaning and Building	Full Day		
Theatres	150-210	Security	(5-8hrs)	\$500	
Cafeteria (with			Meal	No	
Catering)	50-300	Cleaning, Building Security	Duration	Charge	
			Half Day		
Cafeteria	50-300	Cleaning, Building Security	(1-5hrs)	\$250	
			Full Day		
Cafeteria	50-300	Cleaning, Building Security	(5-8hrs)	\$500	
			Half Day		
Foyer	NA	Cleaning, Building Security	(1-5hrs)	\$250	
			Full Day		
Foyer	NA	Cleaning, Building Security	(5-8hrs)	\$500	

Frost Campus Facilities						
	User	-				
Room	Сар	Includes	Time	Rate		
		Projector, Computer,				
		Cleaning and Building	Half Day			
General Classroom	60	Security	(1-5hrs)	\$150		
		Projector, Computer,				
		Cleaning and Building	Full Day			
General Classroom	60	Security	(5-8hrs)	\$300		
		Projector, Computer,				
		Teleconference, Cleaning	Half Day			
Large Boardroom	25-30	and Building Security	(1-5hrs)	\$200		
		Projector, Computer,	,			
		Teleconference, Cleaning	Full Day			
Large Boardroom	30-35	and Building Security	(5-8hrs)	\$400		
Small Meeting		Teleconference, Cleaning,	Half Day			
Room	10	Building Security	(1-5hrs)	\$175		
Small Meeting		Teleconference, Cleaning,	Full Day	,		
Room	10	Building Security	(5-8hrs)	\$250		
		Projector, Computer,	(* ******)	7-55		
		Cleaning and Building	Half Day			
Theatres	250-280	Security	(1-5hrs)	\$250		
		Projector, Computer,	,			
		Cleaning and Building	Full Day			
Theatres	250-280	Security	(5-8hrs)	\$500		
Cafeteria (with	Please		Meal	No		
Catering)	Inquire	Cleaning, Building Security	Duration	Charge		
9,	Please		Half Day			
Cafeteria	Inquire	Cleaning, Building Security	(1-5hrs)	\$250		
	Please	J. J.	Full Day			
Cafeteria	Inquire	Cleaning, Building Security	(5-8hrs)	\$500		
		<u> </u>	Half Day			
Foyer	NA	Cleaning, Building Security	(1-5hrs)	\$250		
.,			Full Day	Ţ-3 <b>0</b>		
Foyer	NA	Cleaning, Building Security	(5-8hrs)	\$500		

## **Additional Notes**

All rates are subject to HST

No merchandising or business promotion is permitted

All bookings are required to obtain separate liability insurance of a minimum amount of \$5,000,000