



# GENERAL CLASSROOMS

**Name of Organization/ Department:** \_\_\_\_\_

*Non-profit organizations must provide a copy of their 501c3 exemption.*

**Type of organization:**

Northwest Internal Applicant

NON -Northwest External Applicant

Educational Group

Governmental Agency

Non-Profit Civic Group

Private Business

**Organization/ Department Contact:** \_\_\_\_\_

**Office phone** \_\_\_\_\_ **Cell phone** \_\_\_\_\_

**Email address** \_\_\_\_\_

**Name of Event** \_\_\_\_\_

**Date(s) of Event** \_\_\_\_\_ **Arrival time/access time** \_\_\_\_\_

**Event start time** \_\_\_\_\_ **Event End time** \_\_\_\_\_

**Event Description** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dean of Students approval** \_\_\_\_\_

**(ALL NWCC Clubs and organizations)**

**Room Assigned** \_\_\_\_\_

**Request to approve (indicate all that apply):**

Concession or merchandise sales

Fund Raiser or collection of donations

Charge admission fee

Live (or recorded) event broadcast (including online, radio, television, etc.)





The requested use of any other college facility or property by any non-Northwest group or organization must be approved through this application by the user and by the college employee or representative responsible for the use of that facility or property.

*By submitting this form, the sponsoring organization agrees to abide by all college, local, state, and federal regulations. This document, if approved, will serve as a contract between the college and the sponsoring organization, if no other contract is issued. The attached pages contain Additional Terms and Conditions, which are a part of this Facilities Use Agreement. By signing this agreement, the renter agrees to the Additional Terms and Conditions and attachments herein. Payment is due prior to the event date.*

Organizer's name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Typing or writing your name here indicates a true signature and an agreement to the contract terms.*

**Additional Terms and Conditions:**

Northwest MS Community College facilities exist for the purpose of meeting the educational needs of citizens of its service area and are intended for such use. The College may make its buildings and grounds available upon reasonable condition for the use of government agencies, organizations, and individuals of the community, provided the activities involved are in the interest of furthering the educational purposes of the College or are in promotion of the cultural and educational welfare of the community. There is a fee schedule and procedures in place associated with the use of college facilities by all outside groups. Any exception to the facility use policy or established fees shall be approved by the President, through the facility reservation process only.

**General Policy for Use of College Facilities:**

1. Facilities Use Guidelines: College Facilities Use Guidelines is hereby incorporated in this Facilities Use Agreement and the renter shall comply fully with all policies, rules and regulations contained therein. The college reserves the right to modify the Facilities Use Guidelines in writing and retains the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility.
2. The college has priority in the use of college facilities at all times. No activity will be scheduled which may interfere with instructional programs or activities.
3. Organizations wishing to rent facilities must provide 501©(3) nonprofit status.
4. The College requires that external users of NWCC facilities must provide proof of insurance. Classroom rentals are excluded from the insurance requirement. See Insurance Coverage and Liability section herein.
5. All facility reservations, for internal college use and external organizations, require a completed and approved facility request form.
6. The facility reservation form should include all technical requirements, plans, ideas, and program content pertaining to the event. Any additional items needed must be requested at least 48 hours in advance. College furniture, and/or equipment shall not be removed, altered, re-arranged, or displaced without permission from an authorized college employee. Room layout needs should be requested on the Reservation Form. No additional chairs may be placed in the hall, hallways, or any other portion of the facility open to the public. No standing room may be utilized, nor is anyone permitted to sit in any aisle. Any additional



changes should be made 48 hours prior to the event. Any changes in setup during the event may result in additional charges.

7. The college reserves the right, but shall not be obligated to relocate renter's event to a more appropriate Space/Room within college property should the original estimated attendance differ from final estimated attendance. The college shall notify the renter in advance in such cases.
8. Northwest MS Community College is a tobacco free, alcohol and drug free, and weapons free campus. Use or possession of these items on college property is prohibited. Responsible adults provided by the sponsoring organizations must adequately supervise youth or children's groups.
9. Damage to College property shall be the responsibility of the renter. Payment of any and all damages to the building, furnishings, fixtures or equipment may be required. Nothing shall be affixed to any walls, curtains, seating, or other surfaces in any building without the express written permission of the college. In the event a piece of equipment is broken or does not function properly, notify the Facility Use Coordinator. Candles, glitter, dirt, and balloons are not allowed.
10. The college reserves all broadcast rights with no exception unless specified in writing. Renter shall not broadcast any event scheduled to be presented in the facility under the terms of this Facilities Use Agreement without prior written approval of the college.
11. Renter agrees not to allow any advertising media, in advertising the event for which the renter is granted this Facilities Use Agreement, to imply that the college is sponsoring such event or is in fact co-sponsored by the renter unless agreed to in writing by the college. Renter agrees that all advertising of the event will be honest and true, and will include accurate information. Renter shall not advertise nor cause to be advertised, the event until the Facilities Use Agreement has been fully executed by the college and the renter.
12. Renter will comply with all laws of the United States and the State of Mississippi; all municipal ordinances; and all lawful orders of policy and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Facility during the Term of this Facilities Use Agreement in violation of any laws, ordinances, rules or orders.

**Catering Policy for Use of College Facilities:**

1. If catering is needed, NWCC catering must be given priority for the event. If services are not available, the organization will be advised to other options.
2. No outside food or beverage is allowed without prior approval by the college.
3. Organizations using college facilities and requesting catering service (or table cloths) shall include that request on the facility use form. All catering services are provided by Aladdin Food Management Services, LLC.
4. A representative for Aladdin Food Management Services, LLC will contact the user once an approved facility agreement is processed. The contract for catering services is between the user and Aladdin Food Management Services, LLC.

**Concession, Admissions, and Fund Raising Policy for Use of College Facilities:**

1. All requests for concession sales must be approved by the college.
2. All requests to collect entry fees or donations must be approved by the college.
3. All sales and fund raising, whether for charity or otherwise, shall not be made, attempted, or announced on the college property without prior approval through the Facility Use Agreement.

**Insurance Coverage and Liability:**



1. Any exception to the facility use insurance policy shall be approved by the President, through the facility reservation process only.
2. The College requires that external users of NWCC facilities must provide a certificate of liability insurance, listing NWCC as additional insured. If the renter does not normally carry liability insurance they must purchase a \$1 million special event policy that covers NWCC. Classroom rentals are excluded from the insurance requirement.
3. Renter shall indemnify, hold harmless and defend the college and it's Board of Trustees for and from any and all losses, claims, liability, damage, action, judgement recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the renter's use of facility or from the conduct of renter's business or from any activity, work or things which may be permitted or suffered by renter in or about the facility or from any breach or default in the performance of any obligation on renter's part to be performed under any provision of this Facility Use Agreement or arising from any negligence of renter or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by renter, its exhibitors or other persons in connection with renter's use of the Facility. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of the college. Renter hereby assumes all risk of damage to its property placed in the facility or injury to its agents, invitees or any attendees at the event or in or about the facility from any cause, and hereby waives all claims in respect thereof against the college, except to the extent such damage results directly from the negligence of the college, its Board, and employees.
4. If the Facility or any part of the Facility is destroyed or damaged from any cause whatsoever or if any other casualty or unforeseeable occurrence beyond the control of the college, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, renders the Facility unsafe or impracticable to use, then this Facilities Use Agreement shall be terminated and the renter shall be entitled to reimbursement of the fees paid to date, however, if any act or omission of renter, its agents, or invitees has rendered the facility unsafe or impracticable to use, then renter shall be liable for all specified fees (regardless of any waiver of fees) as well as any and all accrued charges in addition to such other damages as may result from such acts or omissions. Renter hereby waives any claims for damages or compensation from the college on account of such termination.

*Northwest Mississippi Community College does not discriminate on the basis of race, color, national origin, sex, disability, religion, gender identity, age, or status as a veteran or disabled veteran in all its programs and activities. Northwest Mississippi Community College prohibits sexual harassment and all forms of sexual violence, regardless of sex, gender identity or sexual orientation. The following have been designated to handle inquiries regarding non-discrimination policies: Americans with Disabilities Act of 1990/Section 504 of the Rehabilitation Act of 1973: Disability Support Services Coordinator, Tate Hall, P.O. Box 5555, 4975 Highway 51 North, Senatobia, MS 38668, telephone number 662-562-3309, e-mail address [mkelsay@northwestms.edu](mailto:mkelsay@northwestms.edu); Title II of the Age Discrimination Act: Vice President for Finance, James P. McCormick Administration Building, P.O. Box 7017, 4975 Highway 51 North, Senatobia, MS 38668, telephone number 662-562-3216, e-mail address [jhorton@northwestms.edu](mailto:jhorton@northwestms.edu); Title IX of the Educational Amendments of 1972/Title VII of the Civil Rights Act of 1964: Vice President for Student Services, Tate Hall, P.O. Box 7010, 4975 Highway 51 North, Senatobia, MS 38668, telephone number 662-562-3997, e-mail address [trush@northwestms.edu](mailto:trush@northwestms.edu).*

Revised 05/28/21