

## **E – 150-A**

### **DISTRICT BUILDINGS AND FACILITIES EVENTS PROCEDURES FOR EXTERNAL AND INTERNAL USERS AND PARTICIPANTS**

#### **POLICY**

The primary use of Gateway District buildings and facilities is for educational programs and services for District residents. Please refer to Policy E-150.

This policy governs the use of all facilities owned and operated by Gateway Technical College. Any internal or external user requesting district facilities or wishing to solicit, canvas, vend, promote or advertise on campus will be bound by the conditions outlined in this document. Anyone using District Facilities must observe all applicable city, state and federal laws as well as Gateway Technical College's District Building and Facilities policy and procedure, E-150. This policy provides allowance for the Gateway Technical College to control access to College properties without disrupting the College's mission.

**The Administration Procedure in E-150A – Events Procedures for External and Internal Users and Participants is applicable to events held on all Gateway Technical College owned or leased facilities**

#### **PROCEDURES**

##### **Contract for Use of Gateway Facility**

- All academic and non-academic related events/activities utilizing Gateway Technical College facilities shall be scheduled by the Academic Operations Division and scheduling specialists.
- All external requests for facility use shall be submitted utilizing Gateway Technical College's Contract for Use of Gateway Facility form.
  - Requests in person or by any other manner than the Contract for Use of Gateway Facility form may not be honored.
  - By signing the Contract for Use of Gateway Facility, the user accepts responsibility for all activities, actions and outcomes related to the event including, but not limited to, facility, property, employee, participant and attendees.
- Gateway Technical College reserves the right to terminate any Contract for Use of Gateway Facility while in use, suspend any activity or expel any person associated with an event from the campus if the event/activity presents a danger to participants, the facility or poses an additional risk to the College.

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- Gateway Technical College reserve the right to approve, deny and/or modify the logistics of an event to best suit the needs and limitations of the College.
- User(s) of Gateway Facility Responsibilities:
  - User(s) agree(s) to indemnify, defend and hold harmless Gateway Technical College, its officers, directors, employees and agents, against and from any and all expenses, costs, damages, claims and liabilities whole or in part, by the intentional or negligent act or omission of user or any individual employed by or agents of the user in the course of the performance of duties and obligations under this agreement. The indemnification obligations of the parties hereto pursuant to this section shall continue in full force and effect notwithstanding the expiration or termination of this agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this agreement prior to its expiration or termination during the use of the College facilities.
  - External users are responsible for all licensing rights for music, dramatic performances or movies. Internal users are responsible for license agreements for all movie showings and dramatic performances. Gateway Technical College events are covered under the College's music licensing agreements with ASCAP, BMI and SESAC only for the performance or playback of music.
  - External users must be in full compliance with Title VI and VII of the 1964 Civil Rights Act and Title IX of the 1972 Amendments stating that no person shall be discriminated against on the basis of sex, race, color, religion, national origin, or handicap.
  - Cancellation
    - During inclement weather, public emergencies, or acts of God, Gateway Technical College may close regardless of any scheduled events. Users will not be charged a cancellation or rental fee under these circumstances.
    - If Gateway Technical College remains open during inclement weather, public emergencies, or acts of God, it is the responsibility of the user to decide whether to continue as planned or cancel event/activity.
    - If the user cancels under these circumstances, Gateway Technical College may assess charges for labor and any resources procured for the purpose of the event.
    - Gateway Technical College shall not be liable for any losses the user suffers due to inclement weather, public emergencies or acts of God.

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### Gateway Technical College-Sponsored and Community-Sponsored Events/Activities

- Gateway Technical College reserve the right to approve, deny and/or modify the logistics of an event/activity to best suit the needs and limitations of the College.
  - These may include but are not limited to the following types of events/activities:
    - Hosted by student clubs
    - Field trips
    - Divisional or departmental
    - Student government
    - Community (hosted or sponsored by Gateway Technical College or Gateway Technical College professional associations)
    - Exhibitors
    - Drives
    - Competitions
    - Professional (association, business, educational and government-sponsored)
  
- Gateway Technical College reserves the right to terminate any event/activity, suspend any activity or expel any person associated with an event from the campus if the event/activity presents a danger to participants, the facility or poses an additional risk to the College.
  
- High Risk Event/Activity - Participant Requirements:
  - Examples of a high risk events/activities includes activities involving slides, bouncy houses, dunk tanks, horse and carriage rides, petting zoo, and tree climbing activities.
  - All participants must provide a fully executed Participant Release, Waiver or Liability and Hold Harmless Agreement form for each high risk event/activity in which they participate prior to participation in the event/activity.
  - Participant Release, Waiver or Liability and Hold Harmless Agreement will be available for completion by each participant prior to the event/activity and/or at the location of the high risk event/activity.
  - Participants who refuse to complete and submit a Participant Release, Waiver of Liability and Hold Harmless Agreement relative to the indicated event/activity may not be allowed to participant in the activity/event. For possible future reference, any participant's refusal to complete the Participant Release, Waiver of Liability and Hold Harmless Agreement (as required) will be noted.

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- Completed Participant Release, Waiver or Liability and Hold Harmless Agreement forms must be kept (in electronic format) by the division sponsoring the event/activity for a minimum of three (3) years from the date of participation.
- Vendor Requirements:
  - All vendors or providers participating in Gateway Technical College-sponsored or community-sponsored events/activities and soliciting, vending, promoting, selling combustible product(s) and/or high risk activities, e.g., petting zoo, tree climbing, horse and carriage rides, inflated bounce or slide attractions, etc., are required to sign and return a Vendor Acknowledgement of Risks/Acceptance of Responsibility Form for each event in which they participate two weeks prior to the commencement of the event.
  - Completed Vendor Acceptance of Risks and Responsibility Agreement Release of Liability forms must be kept (in electronic format) by the division sponsoring the event/activity for a minimum of three (3) years from the date of participation.
- High Risk Event/Activity - Vendor Insurance Requirements:
  - High risk vendors, e. g., providers of activities involving slides, bouncy houses, dunk tanks, horse and carriage rides, petting zoo, tree climbing activities must provide a certificate of insurance as indicated below.
  - Vendor will provide a **Certificate of Insurance (COI) indicating Gateway Technical College as an additional insured on their liability policy with minimum coverages as indicated below**. The certificate of insurance (COI) should indicate the date(s) of the event for which coverage is provided.
    - Vendor will furnish Gateway Technical College with a certificate of insurance two week (14 days) prior to event.
    - Vendor will give ten (10) days advanced written notice of cancellation or non-renewal during the term of this event/activity
  - **Insurance.** Vendor will, during the terms of this event/activity, keep in force and effect product liability, comprehensive general, auto liability and worker's compensation insurance policies issued by a company (ies) authorized to do business in the State of Wisconsin with general liability coverage provided for the amounts as indicated:

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- COMMERCIAL GENERAL LIABILITY
  - Insuring against bodily injury, property damage, personal injury and advertising injury product, completed operations, and contractual liability
  - \$1,000,000 each occurrence
- COMPREHENSIVE AUTOMOBILE LIABILITY
  - \$1,000,000 each accident
  - Coverage shall apply to "any auto", owned, hired, or non-owned
- WORKERS' COMPENSATION
  - Must carry coverage for Statutory Worker's Compensation and Employers Liability limit of:
    - \$100,000 Each Accident
    - \$500,000 Disease Policy Limit
    - \$100,000 Disease – Each Employee
    - Must include coverage for occupational disease, sickness, and death
    - Must include Broad Form All States Endorsement/other states endorsement
- ADDITIONAL REQUIREMENTS
  - Must include: Premises and Operations Liability
  - Must include: Explosion, Collapse and Underground Coverage
  - Must include: Broad Form Blanket Contractual
  - Must include: Product and Completed Operations Coverage
- In the event any action, suit, or other proceeding is brought against Gateway Technical College in connection with this event/activity, or upon any matter herein indemnified against, Gateway Technical College will cooperate with Vendor's attorneys in the defense of the action, suit or other proceeding. In addition, all agents will be bonded.
- Vendor is responsible for the actions of its employees.

Adopted: **August 20, 2018**