

**TEXAS STATE TECHNICAL COLLEGE  
COLLEGE OPERATING PROCEDURE**

**4.20**

<b>CAMPUS:</b>	<b>Marshall</b>	<b>Page 1 of 6</b>
<b>TITLE:</b>	<b>Facilities and Grounds Use by External Entities</b>	
<b>OFFICE OF RESPONSIBILITY:</b>	<b>Learning Community</b>	
<b>APPROVED BY:</b>	<b>Mr. Randall E. Wooten</b>	
<b>TITLE:</b>	<b>President</b>	<b>Date: June 28, 2006</b>

**STATUS:** Revised: Combined COPs 1.6, 1.9, 4.20, and 4.21  
Revised: 11/13/00  
Revised: 05/06/02 for TSTC – Marshall  
Revised: 06/28/06

**PRACTICE:**

It is the practice of TSTC Marshall to establish College Operating Procedures regulating and scheduling the use of campus buildings, grounds, meeting rooms, and instructional space by external entities.

**PERTINENT INFORMATION:**

- A. The following College Operating Procedures regulating facilities and grounds use by external entities are established in accordance with a policy approved by the Board of Regents of Texas State Technical College by Minute Order 40-76 on June 14, 1976.
- B. TSTC Marshall will consider requests for use of its facilities and grounds by external entities provided the proposed usage is in keeping with the institution's purpose and goals. However, the College reserves the right to deny or reject requests for facility and ground usage when, in the opinion of the Administration, the intended use conflicts with the educational purposes of the College, reflects

negatively on the College's image, or otherwise does not advance or enhance the College's mission.

- C. Requests by political or religious entities to use campus facilities or grounds for the promotion of speech or the distribution of literature supporting the political or religious causes and beliefs of the entity are prohibited and will be rejected. Student and employee clubs or organizations recognized and approved by the Texas State Technical College Board of Regents on an annual basis are exempt from this prohibition.
- D. Fee schedules and deposits (if applicable) for the various facility options are to be reviewed and approved by the President's Council on an annual basis and are available in the appropriate Vice President's or Associate Dean's office.
- E. All requests for the use of campus facilities and grounds will be processed through:
  - 1. the Associate Dean of the Learning Community for use of meeting rooms, recreational activity areas, and athletic fields,
  - 2. the Vice President of Financial Services for campus grounds, or
  - 3. the Vice President of Student Learning or designee for instructional facility space.

**PROCEDURES:**

- A. Internal and external groups requesting use of campus facilities or grounds should contact the appropriate Vice President , Associate Dean, or designee's office to secure copies of the following required forms for facility and grounds use:
  - 1. Events and Activities Scheduling Form (Attachment I)
  - 2. Waiver and Indemnity Form (Attachment II)
  - 3. Field Use Application Form (Attachment III)
  - 4. Fee Schedule (if applicable)
- B. Upon completion and submission of the required forms, the appropriate Vice President, Associate Dean, or designee will review the request to ensure that all forms have been thoroughly completed and signed and fee and/or deposit remittance is attached. The Vice President, Associate Dean, or designee will

check date availability of the requested facility to ensure that there are no conflicts with campus events or other reserved functions and that requested physical or equipment arrangements can be accommodated for use. Failure to complete the required forms, or if users requests cannot be otherwise accommodated, the Vice President, Associate Dean, or designee will notify the requester immediately.

- C. If permission for use is granted, the Vice President, Associate Dean, or designee will notify the requester of the approval by phone or mail, noting any special instructions for facility accessibility and closure.
- D. TSTC property damaged, stolen, or lost during the requester's use of the facility is the responsibility of the user and payment for damages or missing property is required of the user.
- E. TSTC Marshall restricts the use of its athletic fields to students, faculty, and staff for college sponsored activities and events. The College assumes "no" liability for personal injury or property damages as a result of unauthorized use of campus fields and grounds for sporting events, contests, practices, scrimmages, or other non-sanctioned gatherings. The TSTC Marshall President or designee may authorize use of campus fields and grounds to non-student/employee groups or clubs under the following conditions:
  - 1. The group or club agent must complete a Field Use Application.
  - 2. The group or club agent must present an indemnity statement at the time of application.
  - 3. All individuals of the group or club must sign Waiver and Indemnity Forms and the group or club agent must also secure form signatures for all visitors.
- F. The Vice President of Student Learning or designee is responsible for the requested use of all instructional space. Once an application for use has been received, the Vice President or designee will arrange a meeting with the requester to discuss the type of room and square footage needed, charges for the facility, utilities, equipment, supplies, etc. If suitable facilities are agreed upon, finalize the agreement by having the requester complete the Waiver and Indemnity Form.

**Texas State Technical College Marshall  
 Events and Activities Scheduling Form**

Proposed Event or Activity
Date(s) Planned:

Facilities Needed:

Building(s) Needed:

Other Needs:

Signature of Group/Club Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Campus Contact Person: \_\_\_\_\_

Campus Security	Insurance Needed	Custodial Services
Utilities Scheduled	Media Expected	Schedule Conflict
Port-o-potties Needed	Media Invited	Outside Group
Waiver and Indemnity Agreement Received	Student Activities	Review Completed

Approved by:	Date:
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**Texas State Technical College Marshall  
WAIVER AND INDEMNITY AGREEMENT**

The parties to this Agreement with Texas State Technical College Marshall, hereinafter collectively referred to as TSTC Marshall and :

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(Enter the full name of the organization granting waiver and indemnity)

Referred to as User. In consideration for being permitted to use:

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(Enter the facility and description of property)

For the purpose of: \_\_\_\_\_

(Enter the purpose for which the property or facilities will be used)

User hereby: (1) assumes full responsibility for all risk, bodily injury, death, or property damage, whether due to the negligence, by commission or omission, of TSTC Marshall or its Regents, Officers, faculty, employees, agents, invitees, licensees, or any other cause, while User, User's employees, or agents, or any other person in User's charge is on the property of TSTC Marshall; (2) waives all rights to sue TSTC Marshall or its Regents, Officers, faculty, employees, or agents or their heirs, assigns, successors, or personal representatives, for any loss, damage, or injury to the person or property of the User, User's employees, or agents, or any other person in User's charge or on the property of TSTC Marshall; (3) agrees to be liable for and indemnify, defend, and hold TSTC Marshall or its Regents, Officers, faculty, employees, or agents, or their heirs, assigns, successors, or personal representatives harmless for all claims, suits, judgements, and awards, including court costs and attorney's fees, arising out of the use of the property describe above.

User represents that they have the official capacity to bind not only themselves, but their organization, all members of their organization, and all licensees they may bring onto the premises.

User agrees that this Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. User further agrees that if any portion of the Agreement is held invalid, the balance of the Agreement shall continue in full legal force and effect.

User acknowledges that User will either furnish an executed copy of this Waiver and Indemnity Agreement or a paid copy of a policy of liability insurance covering or insuring the User and TSTC Marshall against loss, damage, or injury.

If User does not or cannot provide insurance then User acknowledges that User has no right to use the above described property. User also agrees that User has no right to use the above described property without agreeing to the remaining terms and conditions of this Waiver and Indemnity Agreement and that, but for User's consent to all of these terms, User will be denied access to the property.

This Agreement shall cover activities occurring between the dates of \_\_\_\_\_ and \_\_\_\_\_. User acknowledges that User has carefully read the foregoing instrument and understands the contents hereof and signs the same as an act of User's own volition.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_\_\_\_.

TSTC Marshall Representative: \_\_\_\_\_  
(Name and Title)

User: \_\_\_\_\_  
(Full name of group or organization)

By: \_\_\_\_\_  
(Signature of User's authorized representative)

### TSTC Marshall Field Use Application

Organization: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Indemnity Agent: \_\_\_\_\_

Field Use Activity: \_\_\_\_\_

Beginning \_\_\_\_\_ Ending \_\_\_\_\_

Day(s) of the Week (Circle)      Sunday      Monday      Tuesday  
   Wednesday      Thursday      Friday      Saturday

Time \_\_\_\_\_ Until \_\_\_\_\_

Location: \_\_\_\_\_

Name of Organization Members:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### Conditions of Approval:

1. The authorized group or club agent must file a TSTC Marshall Field Use Application with the Student Activities Office specifying the type of activity to be conducted with the dates and time of field engagement.
2. The authorized club agent requesting use of campus fields must present the Student Activities Office with an Indemnity Statement at the time of application.
3. All individuals of the group or club must file signed releases with the Student Activities Office holding activities. In the event of contest or games involving other groups or clubs, the authorized agent granted permission for filed usage will be responsible for securing and filing hold harmless agreements for visitors with the Student Activities Office prior to field engagement.
4. If the aforementioned conditions are met and permission to use the field is granted, the authorized group or club agent or his/her representative must be in possession of the authorization form at all times of field engagement; and upon request of campus officials, present the document of verification.
5. TSTC Marshall prohibits the possession and consumption of alcoholic beverages by groups or clubs granted field usage.
6. TSTC Marshall reserves the right to revoke authorized agreements for observation of illegal, unsafe, or unsupervised activities; disorderly conduct; breach of peace; and/or other unexpressed occurrences perceived as inappropriate or offensive to the general public.

\_\_\_\_\_  
Approving Personnel and Title

\_\_\_\_\_  
Authorized Organization Agent