

REQUEST TO SCHEDULE AN EVENT

Instructions: This form is to be used to request scheduling of an event and associated space at any site of Truckee Meadows Community College. Please complete the information requested below, read the Terms and Conditions, then print and sign this form.

File this request with **TMCC's Scheduling Office** by fax: 775-674-7621, or as an email attachment to: roomrequest@tmcc.edu. Please include sample copies of any material(s) you will be distributing, if any. For additional information, please call the Scheduling Office at 775-673-7807.

EVENT INFORMATION

Date Request Submitted		Date Room Needed (m/d/yy) From: _____ To: _____		Time Room Needed (indicate am/pm) From: _____ To: _____	
Computer Access Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Number of People Expected	Preferred Building		Preferred Room	
Name/Title of Event					
Purpose of Event or Activity					
Will you be distributing materials to students? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please refer to Appendix K (" <i>Regulations Concerning Off-Campus Organizations</i> ") in the TMCC College Catalog for guidelines and policies.					

GROUP/DEPARTMENT INFORMATION

Name of Group/Department					
Contact Person			Telephone Number	Email Address	
Billing Address			City	State	Zip Code

DISCLAIMERS/THINGS TO KNOW

'As Is' Statement: All rooms are provided on an "as is" basis during normal operating hours only. Additional services can be provided on a cost reimbursement basis. Please contact Facilities Services (<http://www.tmcc.edu/facilities>) at 775-673-7100 for further details.

Audio/Video Needs: To make arrangements for use of any audio/visual equipment or services, please contact Media Services (mediaservices@tmcc.edu), at 775-673-7800.

Commercial General Liability: Any group or organization requesting the use of facilities at TMCC must provide proof of Commercial General Liability in the amount of \$2,000,000, and copies of any promotional materials being used.

Confirmation: Please do not assume the room is booked until you have received your confirmation copy.

TERMS AND CONDITIONS

1. **Definitions:** As used herein, the following terms shall have the following meanings:
 - a. "College" shall mean the Truckee Meadows Community College, abbreviated as TMCC.
 - b. "Facility" shall mean the TMCC facility (site, building and/or room) scheduled.
 - c. "User" shall mean the contracting party to this agreement.
 - d. "Board of Regents" shall mean the Board of Regents for the Nevada System of Higher Education, abbreviated as NSHE.
2. **Services Provided:** The College will provide at its expense heating/air conditioning, overhead light for ordinary use. All other services will be at the expense of the User.
3. **Compliance With Laws And Regulations:** User will comply with all laws, ordinances and regulations, including tax and license fees of federal, state, and local governmental agencies or bodies, and College rules and regulations.
4. **Control of Premises:** It is understood that through this agreement the College does not relinquish its right to control the management of the Facility and to enforce all necessary laws, rules and regulations.
5. **Abandonment:** At no time shall the User abandon or leave the Facility unattended. User shall be responsible for any and all damages to the Facility from said abandonment.
6. **Indemnity:** User shall indemnify, defend, and hold harmless the College, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by User or any of its officers or employees, which may occur during or which may arise out of the use of this facility.
7. **Damages:** The User agrees that if any part of the TMCC facility shall be damaged by the act, default, or negligence of the User, or of the User's agents, employees, patrons, guests, or invitees, the User will pay to the College, upon demand, such sum as shall be necessary to restore said areas to their present condition. The User hereby assumes full responsibility for the character, acts, and conduct of all persons acting for or in behalf of said User.
8. **Fire/Safety Codes:** All materials used by the User must conform to all existing fire and safety codes. The provision of the fire prevention code that prohibits open flame (i.e., candles), smoking, flammable decorations, and pen flames, and explosive or inflammable fluids, gases and compounds must be observed. The College may require written evidence that all such codes have been observed and that operators have the required license(s).
9. **Public Safety:** User agrees that at all times they will conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requirements by duly authorized governmental agencies responsible for public safety.
10. **Staffing:** The College maintains the right to determine appropriate number of staff and security arrangement necessary to serve and protect the public, at the expense of the User.
11. **Assignment:** User agrees not to assign, transfer or sublet the facility without the previous consent of the College.
12. **Cancellation by College:** The College retains the right to terminate this agreement for good cause.
13. **Retention Of Privileges:** The waiver or failure of the College to insist upon strict or prompt compliance with this agreement herein shall not constitute nor be construed as a termination of the College's right thereafter to enforce the same rights under this agreement.
14. **Defacement of Facility:** User shall not injure, maim, damage, nor in any manner deface the facility or any equipment contained therein nor will allow anyone to change the facility or equipment in away way. In the event of defacement or change, the User will bear all costs to place the facility back to original status.
15. **Evacuation of Facility or Early Closure:** Should it become necessary in the judgment of the College to evacuate the Facility because of public safety, the User will make every attempt to comply and help the College to evacuate the Facility.
16. **Interruption or Termination of Performance:** The College shall maintain the right to cause the interruption or termination of any event when, in the sole judgment of the College, such action is necessary in the interest of public safety.
17. **Unavoidable Happening:** If, for any reason, an unforeseen event occurs, including but not limited to fire, casualty, labor strike, or other occurrence which renders impossible the fulfillment of the terms of this agreement, the User shall have no right to make a claim for damages against the College.
18. **Advertising:** User agrees that all advertising of the event will be honest and true and will include accurate information on event. No advertising or publicity may state or imply that the College sponsors, indorses, or is responsible for the Users activities without the express written consent of the College.

19. **Concessions:** The College reserves unto itself or its assigned agents the sole right to sell or dispense food and beverages. No free samples of food, beverage, or any product of any kind may be given away or otherwise distributed without the prior approval of the College. Alcohol may only be provided or consumed with the prior approval of the TMCC President.
20. **Lost Articles:** The College shall have the sole right to collect and have custody of any article left in the Facility by persons attending any event in the Facility.
21. **Theft:** The College shall not be responsible for losses by User, its agents, employees, patrons, or ticket holders due to theft or disappearance of any personal property.
22. **Objectionable Persons:** The College reserves the right to eject from the Facility any person or persons whose behavior is deemed to be objectionable, and neither the College nor its employees shall be liable to the User for any damages that may be sustained through the exercise of this right.
23. **Animals Prohibited:** The User shall not bring or have caused to have present, without prior written approval on the part of the College, any animals into the Facility. Animals used as aids for a disabled person are permitted.
24. **ADA:** The User shall abide by the Americans with Disabilities Act.
25. **Independent Parties:** It is expressly understood that this is a Facilities Use Agreement and that except for the contractual obligations set forth herein, the College does not accept any responsibility for the supervision, direction, or control of service of User's employees and/or agent for the manner, means, and/or details by which User's employees and/or agents carry out the terms of this agreement. It is understood that the User signs this agreement in the capacity of an independent contractor and not as an employee or agent of the College and User agrees to assume all liabilities normally accruing thereto.
26. **Use of College Address/Telephone Numbers, etc.:** The User will not use or have caused to use the College address, telephone numbers, e-mail addresses, fax numbers or any other form of communication in any form whatsoever without the express written permission of the College.
27. **Settlement:** Final payment is due upon receipt of invoice. Cancellation fees may apply.

Signatures

Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College

By:

Print Name

Signature

Date

Contracting Organization - Applicant/User

By:

Print Name

Signature

Date

FOR OFFICE USE ONLY: COMPLETED SCHEDULING INFORMATION

<i>Site and Building Scheduled</i>		<i>Room(s) Scheduled</i>	
<i>Event Scheduled By</i>			<i>Date Booked</i>
<i>Charges (if applicable)</i>	<i>Note(s) (if applicable)</i>		