



SUNY Ulster Board Policy Manual

Policy Section 10 Buildings and Grounds

Policy Section 10.1 Facilities

Policy Section 10.1.2 Facilities Use Fee Schedule

Approval Date: April 30, 1968

WHEREAS, the rental schedule for use of College Facilities is reviewed each year, and

WHEREAS, campus upgrades continue to occur and requests continue to increase, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approve the attached fee schedule and guidelines for the rental of facilities, effective September 1, 2013.

Adopted November 6, 1963 (former Policy 10.1.3)

Revised November 18, 1980 (80-10-091 - former Policy 10.1.3)

Amended September 21, 1982 (82-08-094 - former Policy 10.1.3)

Revised January 17, 1995 (95-01-016)

Revised January 20, 1998 (98-01-016)

Revised May 18, 1999 (#99-5-87)

Revised April 18, 2006 (06-4-56)

Amended May 16, 2007

Revised May 19, 2009 (09-5-64)

Revised May 18, 2010 (10-5-53)

Revised May 17, 2011 (11-5-84)

Revised May 15, 2012 (12-5-82)

Revised May 21, 2013 (13-5-76)

Revised May 13, 2014 (14-5-81)

Revised May 19, 2015 (15-5-72)

Revised May 26, 2015 (15-5-72)

Revised October 18, 2016 (16-10-130)

Revised November 15, 2016 (16-11-140)

Revised June 21, 2022 (22-06-94)

Ulster County Community College Facilities Use Fee Schedule

June 21, 2022

Application Processing Fee \$25.00 per Application

Facilities Use Fee Schedule

ROOMS (Full Day is 10hrs)

Quimby Theatre (Performance Dates)

Not-For-Profit \$1,000

For-Profit \$1,100

Quimby Theatre (Rehearsals)

Not-For-Profit:

1 to 4 hours \$340

4 to 8 hours \$680

For-Profit:

1 to 4 hours \$368

4 to 8 hours \$736

Senate Gymnasium

Gymnasium \$700

Athletic Fields \$400

Parking Lots \$400

Main Campus Dining Hall \$700

BUR 120 Lecture Hall \$500

KCSU Lecture Hall 104 \$65 per hour

KCSU Regular Classroom \$40 per hour

Main Campus Large Classroom \$320

Main Campus Regular Classroom \$250

Anne Bushnell Conference Room \$400

Howard St. John Conference Room \$650

KCSU Computer Lab consisting of 18 stations \$900

Main Campus Computer Laboratory

20 Stations \$900

Less than 20 Stations \$600

Computer Laboratory (Open lab HAS 120) \$1,570

EQUIPMENT

VCR or DVD & Monitor \$500

LCD Projector \$1,000

Tables

Less than 5; each additional set of 25 \$500

Chairs

Less than 30; each additional set of 25 \$500

Sound Equipment (PA System and Microphone) \$1,000

Grand Piano (Special Request Only) \$2,500

PERSONNEL

Public Safety \$300

Grounds Maintenance \$300

Housekeeping \$300

College Nurse \$300

On-Site Supervisor \$300

Table and Chair Set-up & Breakdown \$300

Lighting (Quimby Theatre or Student Lounge) \$500

Sound (Quimby Theatre or Student Lounge) \$500

* Theater Rental: The applicant organization is to provide their own stage manager. SUNY Ulster may be able to provide sound and lighting operators for a fee, which is separate from the theater use fee.

Policy Section 10.1.3 Non-Profit Facilities Use at the Business Resource Center

Approval Date: April 18, 2006

WHEREAS, the Rental and Facilities use for the College has been reviewed and approved by the Board of Trustees, and

WHEREAS, these fees pertain to facilities use requests at the Business Resource Center, and

WHEREAS, the Business Resource Center receives many requests for use from non-for profit organizations, and

WHEREAS, the College recognizes that these organizations may have limited resources for the rental of facilities, now, therefore, be it

RESOLVED, that the Business Resource Center be allowed to charge these non-for profit organizations at a lower rate of no less than 50% of the normal facilities fees.

Adopted April 18, 2006 (06-4-57)

Policy Section 10.1.4 Permit Agreement for Use of College Facilities for Outside Organizations and Facilities Use Fee Schedule

Approval Date: June 21, 2022

WHEREAS, the rental schedule for the use of College Facilities was last updated via resolution #16-10-140, and

WHEREAS, there is a need to implement a permit application to ensure additional risk mitigation measures with facilities use for external rentals and use of College facilities, and

WHEREAS, amendments to the Facilities Use Fee Schedule and the addition of a Permit Application for external facilities rental are being recommended, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approve the attached Facilities Use Fee Schedule and Permit Application for the rental of facilities, effective immediately.

(The link below is NOT the application form. A dynamic form is found on the Facilities Use page on the College website)

PERMIT AGREEMENT FOR USE OF COLLEGE FACILITIES (Outside Organizations) &

FACILITIES USE FEE SCHEDULE

TERMS AND CONDITIONS FOR USE OF COLLEGE FACILITIES

Ulster County Community College is an educational institution that offers its facilities for the purpose of cultural, educational, social, and recreational activities. The College facilities are available for use by both non-commercial and commercial organizations. The use of venues and College resources shall in no way interfere with the College's primary educational mission, purposes, or programming.

The College grants a permit to the User and the User agrees to accept, and hereby does accept, the permit for the use of the assigned College facilities under the conditions set forth within this permit agreement:

The authority to permit use of College facilities is delegated to the President or his/her designee.

Events will be scheduled on a semester basis. No events will be scheduled for a period of time longer than one semester. No external events will be scheduled during finals weeks or during graduation week.

The User shall be required to maintain a policy of Comprehensive General Liability Insurance identifying the Ulster County Community College as additionally insured in the minimum limits set forth in Exhibit C. Exhibit C is hereby incorporated by reference into this agreement and the requirements contained therein shall be construed as necessary. Certificate of Insurance must be submitted to the College within five (5) business days of execution of the permit, but no later than two weeks prior to the event.

FAILURE TO SUBMIT REQUIRED INSURANCE CERTIFICATES TIMELY SHALL RESULT IN THE INABILITY FOR USER TO RENT COLLEGE FACILITIES.

In addition to and not in limitation of the insurance provisions set forth in this permit agreement, and to the fullest extent permitted by law, the User agrees to defend, indemnify and hold harmless the County of Ulster and Ulster County Community College, their officers, agents and employees for any damages to property, including but not limited to the facility, its furnishings and fixtures, or any part thereof, as well as for personal injuries to any person, due to any act or omission of the User, its officers, employees, agents, subcontractors and invitees or by any third party attending the event(s), and/or by reason of the use granted by this agreement to the User, and regardless of whether or not the claim or action is caused in part by the County of Ulster and/or Ulster County Community College. In the event college property is damaged by reason of the use granted by this agreement, the User shall accept and pay the Colleges actual (or estimated) damages.

In addition to and not in limitation of: 1) the insurance provisions set forth in this permit agreement, and 2) the indemnification and hold harmless provisions in paragraph 4 of this agreement, the User agrees to defend, indemnify and hold harmless Ulster County Community College, the County of Ulster and their officers, agents and employees, to the fullest extent permitted by law, from any and all liability, damages, claims, demands, costs, judgements, attorneys' fees or losses arising out of this agreement and/or the User's use of college facilities regardless of whether or not any such liability, damage, claim, demand, cost, judgment, attorneys fee or loss is caused in part by Ulster County Community College and or the County of Ulster.

The College shall not be liable for any damage to, or loss to property of, the User or any group or person present at the College facilities by reason of this permit agreement, unless such damage or loss is the result of the sole negligence of the College. The College shall not be liable for consequential damages in any form.

The College, in the exercise of its discretion, may terminate the permit at any time. If the College chooses to terminate the permit, the College shall return to the User all or part of any payments that have been made for the period of the permit prevented or interrupted, and the User hereby expressly waives any claim for damages or compensation should the permit be terminated.

The College reserves the right, in the exercise of its discretion, to refund all or part of the payments made to the College for cancellations of this permit agreement by the User.

Notification of cancellation must be made 48 hours before the event. In such cases, a refund will be remitted to the User (except for the application fee).

The User shall have complete control of its assigned area and special equipment and of admission to its assigned portions of such facilities during the agreed upon dates of use, subject to safety, health, and public order requirements as determined by the College. The User agrees to adhere to all College terms and conditions, rules and regulations set forth in this permit agreement.

Groups using College facilities may be subject to additional security, maintenance, and other personnel charges deemed necessary by the College.

Firearms, smoking/vaping and alcohol use are prohibited on all College property. No alcoholic beverages may be brought to or served on campus. Eating and drinking is usually allowed only in food service areas. Nothing shall be sold, distributed, exhibited, displayed, or promoted within the buildings or on campus unless express permission has been requested and given by the College administration.

There shall be no use/display of fire or fireworks or open flames at any facility being utilized. Accelerants shall not be permitted in any facility nor located within fifty (50) feet of a College facility.

Parking on the College campus shall be restricted to indicated areas.

The User shall not advertise or indicate in any way that the College is a sponsor of the event unless a written agreement evidencing such has been executed with the College prior to the event.

The College reserves the right to deny entry to or remove any participant of User's group who violates College policies and procedures or who otherwise poses a reasonable risk to the College.

Events that exclude a person on the basis of race, color, national or ethnic origin, or citizenship are prohibited.

All temporary signage for an event is the responsibility of the User. Such signage cannot in any way mar or disrupt the College's buildings and grounds and must be removed immediately following the event. Signage plans must be pre-approved by the College.

The User agrees not to assign, transfer, convey, sublet, or otherwise dispose of this agreement, or its title or interest therein, or its power to execute the same, to any other person, company, or corporation without the prior express written consent of the College.

Upon the breach of any term, covenant, or condition of this permit agreement, or of any terms and conditions and rules or regulations governing the use of the facilities, or upon the devolution of this agreement by operations of law or otherwise, this permit agreement, at the option of the College, with written notice to the User, shall terminate with the same force and effect as if the original term has come to an end.

All rights and remedies of the College shall be cumulative and none shall exclude any other right or remedy allowed by law and equity.

Notwithstanding anything in this permit contained, it is further mutually agreed that the College shall have the right to revoke the permit herein granted in the event that prior to, or in progress of the event(s), there is a clear and present danger as decided by the Vice President of the appropriate campus or his/her designee, of substantial personal injury or property damage as a result of the holding of the event contemplated by this agreement. In such event, the liability of the College, therefore shall be and is hereby limited to, the repayment of the amount of fees and deposits paid by the User in connection with the event(s) contemplated by this agreement.

With respect to the obligations of the College herein contained, this permit agreement shall be deemed executory to the extent of the monies available to the College and no liability shall be incurred by the College of the County of Ulster beyond the monies available for the purpose hereof.

The User shall comply with the occupancy limits of the facility assigned.

If the facility is rendered unsuitable for the User's activity due to force majeure, the College and the User are released from their obligations under this agreement. Force majeure shall be defined as fire, earthquakes, hurricanes, floods, acts of God, strikes, work stoppages and other labor disturbances, riots, war, or any other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the College.

Any approved outside caterer must provide proper documentation of insurance and Department of Health Food Service permit. At no time will homemade food be permitted to be distributed or sold in College facilities on any campus.

The User agrees to pay, in full, actual fees charged for use of College facilities. Fees are estimates on the Ulster County Community College Estimated Fee Worksheet for Facilities Rental, attached hereto as Exhibit D. Actual fees to be determined by College administration.

Direct costs:

Application and processing fee (\$25.00)

Cost to open/close facility, if no College employee would otherwise be present

Cost of College employee to be present at the facility, if the no College employee would otherwise be present

Cost of room set up and take down

Cost for custodial services

Cost for special event set up

Cost for technical support

Cost for campus security

Fees will be charged based off the below categories:

Private for-profit organizations as stated in the current approved Facilities Fee Schedule. Non-profit, non-county organizations are eligible to receive a fifty (50) percent discount on the established room rates. Personnel fees will be applicable.

County-related events will have no fee based on an established list of approved county departments, supplied by the County Executive's Office and approved by the President. The President has the authority to waive fees for events conducted by current members of the College's Board of Trustees and Ulster Community College Foundation Board of Directors.

The executed fee worksheet must be submitted to the College with this permit application. Fifty (50) percent of the fee is due to the College two (2) weeks prior to the event. **FAILURE TO TIMELY SUBMIT THIS DEPOSIT WILL RESULT IN THE INABILITY FOR USE TO RENT COLLEGE FACILITIES AND THE EVENT WILL BE DEEMED CANCELED BY THE USER.** Actual expenses incurred may vary from the estimate. Such variation will be reflected in an invoice issued by the College after the event.

The User agrees to pay \$ _____, in addition to a non-refundable application fee of \$25, in exchange for the use of the requested facilities designated herein, such agreement to be governed by the terms and conditions of this permit agreement.

All checks should be made payable to: **SUNY Ulster** and mailed to:

Accounting Office
SUNY Ulster
491 Cottekill Road
Stone Ridge, NY 12484

The terms of this permit agreement are severable if one or more provisions are determined illegal, void, or unenforceable, the remainder of the provisions shall remain valid and enforceable.

This permit agreement is a full and complete representation of the agreement between the User and the College.

Jurisdiction for any disputes arising out of this permit agreement shall lie in Supreme Court and Ulster County and New York State Law shall govern without regard to conflict of laws.

All permit agreements must be submitted to the Facilities and Special Events Coordinator at least ninety (90) days prior to the event. Reservations are not final until approved by the Vice President for Administrative Services and the fifty (50) percent deposit is provided as outlined above.

This permit agreement may not be modified except in writing signed by both parties.