As part of its community service function, the College will make available, for occasional use, its facilities to community organizations and agencies for educational, cultural, social, civic and recreational purposes.

**GENERAL RULES AND REGULATIONS:**

1. **Application for Use:**
   a. The completed application should be submitted to the Manager of Events Planning at least sixty calendar days in advance of the date of the proposed use. If necessary, the College President shall be contacted before the approval is given, and at the President’s discretion, the request may also be presented to the Board of Trustees. (See Application Form – Appendix Item A)

   b. For groups using facilities for an event that extends beyond a single day, one application shall be sufficient, provided that all dates and facilities to be used are included on the form.

   c. No application will be officially considered until the Application Form, Hold Harmless Agreement, and Insurance Certificate and/or Insurance Rider are received. In addition, the College may require additional printed information, such as brochures, pamphlets or fliers describing the organization or the event. (See Insurance Form – Appendix Item B)

   d. Requests for Non-Profit rates must be accompanied by a copy of 501(c) (3) Certification.

   e. A non-refundable deposit of $100 shall be required with the application.

   f. A notice of anticipated fees, exclusive of catering, will be furnished to the client a minimum of 15 days prior to the event.

   g. Five (5) business days prior to the event, a minimum of fifty percent (50%) of the anticipated fees shall be required to be paid.

   h. An invoice inclusive of the balance for all fees for goods and services, excluding catering fees, will be furnished to the client within 60 days after the event.

   i. The College requires five business days’ notice in the event the applicant wishes to cancel its use of a college facility. The College reserves the right to charge the organization for any costs incurred up to that point, or for other costs incurred as a result of insufficient notice.
j. The College reserves the right to close in the event of inclement weather or other unexpected emergency. Clients can access relevant information via:

**Bergen Community College Emergency Closing Information**

- Log on to the College’s Web site: [www.bergen.edu](http://www.bergen.edu)
- Call the College’s main telephone number (201) 447-7100.
- Log on to [www.1010wins.com](http://www.1010wins.com) to sign up for email notification of college closings.
- Listen to radio stations: WCBS/880, WOR/710, 1010 WINS, or WVNJ 1160
- Watch TV Cablevision/News 12 NJ
- Log on to the College’s Facebook page [www.facebook.com/bergencommunitycollege](http://www.facebook.com/bergencommunitycollege)

k. Organizations incorporated on a non-profit basis, whether public or private, may apply for the use of the facilities of Bergen Community College at a reduced rate, provided they are non-discriminatory and their purposes are consistent with the mission of the College and the public interest. As determined by the date, time, and nature of the event, and the College’s review of facility and staff availability, this application may be considered. Such organizations may include: educational institutions and organizations, civic groups, charitable organizations, government agencies, youth groups, fraternal organizations, service clubs, and others.

l. Organizations incorporated on a for-profit basis may apply for the use of the facilities of Bergen Community College provided they are non-discriminatory, and the purpose of the organization and/or event is consistent with the mission of the College and the public interest. The College reserves the right to determine if the organization’s and/or event’s purposes are consistent with its own and if the use of College facilities is appropriate. If, in the judgment of the College, this is not so, the College further reserves the right not to extend its facilities to profit making organizations or events.

m. No organization which has discriminatory policies and/or practices in regard to sex, race, ethnicity, or creed, shall be allowed to use the College facilities.

n. No organization or event will be accommodated if the College has instructional, administrative, personnel, or other needs that will be compromised should the event take place. All College activities will take precedence over all other requests.

o. All College rules and regulations must be adhered to.

p. Conduct and Compliance regulations for the West Hall Gallery Area must be adhered to.  
   (See – Appendix Item C)

q. Conduct and Compliance regulations for the Gymnasium and Pool Areas must be adhered to.  
   (See – Appendix Item D)

r. Conduct and Compliance regulations for the Simulator Facility must be adhered to.  
   (See – Appendix Item E)
2. **Disposition of Application:**
   a. It shall be within the discretion of the responsible officer, acting on behalf of the College, to reject an application after consideration of the nature of the organization or event; its consistency with the College's mission; its adherence to established rules and guidelines as defined by the Community Use of Facilities Policy; the College's ability to safely and sufficiently accommodate the event; and any and all circumstances or conditions affecting the request.

   b. The responsible officer shall be authorized to suspend the permission of the application at any time it appears that the regulations agreed upon are not followed. Reinstatement shall be made only after a review of the application by the President and/or the Board of Trustees.

3. **Facilities Regulations:**
   a. A building shall not be opened prior to 7:00 a.m. nor remain open after 11:00 p.m.

   b. The number of College custodial, public safety, technical staff and other personnel will be determined by the College.

4. **Payment for Use:**
   a. All payments for use of facilities shall be made by check, payable to Bergen Community College and sent to:

   Bergen Community College
   400 Paramus Road
   Manager of Events Planning
   Office TEC-115D
   Paramus, NJ 07652

   b. Invoices are due upon receipt.

5. **Conduct and Compliance:**
   a. Outside groups may not post any advertising on College property, outside or within buildings. Only approved directional signage will be permitted in designated areas.

   b. Use of decorations must be pre-approved and must be removed at the conclusion of the program. Organizations will be responsible for any damage as a result of installation and/or removal.

   c. No concession for private profit by an individual may be operated on College property. Vendors affiliated with an event must be pre-approved.

   d. No other activity, solicitation, or promotion may take place in connection with the event, other than the activity described on the application form.

   e. Organizations sponsoring events at the College shall not indicate or infer endorsement, sponsorship, or affiliation by the College and may not use the College name other than to indicate location. Organizations interested in co-sponsorship or other formal involvement by the College should indicate this to the responsible officer at the time of the initial inquiry.

   f. Smoking is prohibited everywhere on campus inside and outside.
g. Use of alcoholic beverages is prohibited on campus except in designated areas with prior specific written approval.

h. Use of illegal or controlled substances, disorderly conduct, and willful destruction of property are forbidden. Violators will be prosecuted in accordance with the law. Failure on the part of any group to enforce these regulations shall be considered sufficient cause by the College authorities to refuse further use of any College facilities.

i. Organizations using College facilities will be responsible for adhering to all regulations.

j. Any misuse of facilities, destruction of property, etc., shall be indicated by the appropriate College employee in an itemized report submitted to the Public Safety Office. Charges for repairs or replacements may be forwarded to the user as determined by the College.

6. **Custodial Services:**
   a. As required, custodial staff shall be assigned to fulfill tasks required for the event. This custodian shall be a regular College employee assigned by the Director of Buildings and Grounds.

   b. Custodial services to groups shall include only unlocking and locking the building, operation of lights, setting up seating and room arrangements, and normal clean-up. It is not the duty of the custodian to supervise groups or to maintain order or to setup, remove or transport personal equipment and supplies.

7. **Public Safety Services:**
   a. In any event involving more than one hundred spectators or participants, public safety services must be provided. Only College Public Safety Officers may be engaged, and the number of officers assigned will be at the discretion of the College.

   b. Public Safety Officers will monitor events and insure that College policies are being adhered to. The officers will not assist in the running of an event, or the admission or regulating of activities or participants unless behavior is contrary to the College’s rules and regulations.

8. **Technology Services:**
   a. As required, media and audio-visual technology staff shall be assigned to fulfill tasks required for the event.

9. **Food Services:**
   a. Any food &/or beverage service must be provided by the College’s contracted vendor only, with outside, direct billing. Menus and price lists are available for review.

**USE FEES:**

1. Rental charges are based on the number and type of College facilities being requested, the date of the request, the hours of use and the impact on College operation.

2. Charges are based on the services and facilities required the impact on, and availability of, staffing, and the day, time, and nature of event. Only College staff may be engaged to provide services and the College reserves the right to determine the number of staff required.
3. Payment of fees (see below) invoices are due upon receipt.

4. Food Services – Any food &/or beverage service must be provided by the College’s contracted vendor only, with outside, direct billing. Menus and price lists are available for review.

5. Multi-Use Events – a single flat fee may be charged in lieu of separate rental rates for multiple sites.

6. Contingent compensation arrangements may be agreed upon at the College’s discretion.

7. In the event of extenuating circumstances, such as cases of extreme hardship, the College may consider waiving all or part of the rental fees.

8. No fees will be waived for for-profit organizations.

9. **All fees listed in this application are subject to change.**

### GENERAL FEES for Paramus Campus, Ciarco Learning Center in Hackensack, and BCC in the Meadowlands in Lyndhurst.

**Breakdown of Rental Fees**

- **a. Lecture Halls / Meeting Rooms/classrooms** $100.00 per hour/3 hour minimum
- **c. Student Cafeteria** $200.00 flat rate per use
- **d. Gymnasium (See – Appendix Item D)** $150.00 per hour/3 hour minimum
- **e. Outdoor Athletic Areas (baseball fields etc.)** $300.00 per game or $600.00 per day
- **i. Grounds/Parking Lots (when BCC is not in session)** $500.00 per single use
- **j. Theatre Complex** $1,500.00 for 7 hours
  - (Ciccone Theatre, stage, lobby, house, etc.)
  - (Includes 7 hours for staffing of rigging, lighting, and sound system)

**Additional Fees in conjunction with above fees:**

- **a. Public Safety** $65.00 per hour/per person /3 hour minimum
- **b. Buildings & Grounds** $65.00 per hour/per person /3 hour minimum
- **c. Media Services/Technical Support** $75.00 per hour/per person /3 hour minimum
MOSES FAMILY MEETING & TRAINING CENTER RENTAL PACKAGES

Full Day (12 hours)

<table>
<thead>
<tr>
<th>Facility</th>
<th>Rental Fee</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Conference Room</td>
<td>$1,500.00</td>
<td>300</td>
</tr>
<tr>
<td>Divided Rooms (BC, D, EF)</td>
<td>$600.00 each</td>
<td>100 each</td>
</tr>
</tbody>
</table>

Half Day (6 hours)

<table>
<thead>
<tr>
<th>Facility</th>
<th>Rental Fee</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Conference Room</td>
<td>$750.00</td>
<td>300</td>
</tr>
<tr>
<td>Divided Rooms (BC, D, EF)</td>
<td>$350.00 each</td>
<td>100 each</td>
</tr>
</tbody>
</table>

Includes Amenities:
-- Basic media setup: screen, podium, projection & sound systems, laptop computer, internet, VCR/DVD player, white boards, flip charts, markers
-- Room setup: theater, classroom, boardroom, banquet, or dais
-- Hallway use for registration
-- Security/Public Safety
-- Wheelchair accessibility

Additional Fees in conjunction with above fees:

a. Public Safety                     $65.00 per hour/per person /3 hour minimum
b. Buildings & Grounds               $65.00 per hour/per person /3 hour minimum
c. Media Services/Technical Support  $75.00 per hour/per person /3 hour minimum

Not Included:
-- Food & beverage service
-- Audiotaping, Videotaping, Teleconferencing, Satellite Downlink

Dry Lease Simulator Facility Fees & Payment:

a. Payment is due upon receipt of invoice. Bergen Community College accepts Visa, MasterCard, American Express, Discover, or check payable to Bergen Community College. (See Application Form – Appendix Item E)
b. The Frasca Helicopter Simulator Facility rental rate is $95.00 per logged hour.
   a. The Frasca Fixed Wing Simulator Facility rental rate is $65.00 per logged hour.

[See Appendices A, B, C, D & E below]
Application is hereby made for use of college facilities as stated below. My signature hereon indicates that I am familiar with the regulations and policy (copy attached) of the Board of Trustees and that my organization agrees to observe said regulations and policy.

<table>
<thead>
<tr>
<th>Specific Facility</th>
<th>Date</th>
<th>Day</th>
<th>Time From – To</th>
<th># of persons</th>
<th>Brief description of event</th>
</tr>
</thead>
<tbody>
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</table>

Will there be a fee/admission charge? ___Yes ___ No  Fee: $______ For what purpose will this revenue be used? ____________________________________________________________

Will audio-visual &/or technical support services be required? ___Yes ___ No  If yes, please describe: ____________________________________________________________

Please briefly describe room set-up(s) required ____________________________________________________________

Additional comments: ____________________________________________________________

Will food/beverage service be required? ___Yes ___ No  [College’s caterer must be used and should be contacted directly by client.] If Yes, briefly describe. ____________________________________________________________

Is the organization incorporated on a non-profit basis? ___Yes ___ No  [Include 501 (c) (3) Certificate]

Does the organization have a written policy attesting to non-discriminatory practices in all aspects of its operation? ___Yes ___ No
HOLD HARMLESS AGREEMENT AND INSURANCE CERTIFICATE APPLICATION

Complete three copies: One copy to the Manager of Events Planning, Bergen Community College, one copy to Lessee, and one copy to Lessee's insurance agent.

For and in consideration of the renting of __________________________ at Bergen Community College on __________________________ (month) (day) (year) the __________________________ (name of organization or individual) covenants and agrees to save and hold harmless the Board of Trustees of Bergen Community College of Paramus, New Jersey, its agents, servants, and administrators from any and all liability arising out of the use of said premises or property.

The __________________________ (name of organization or individual) acknowledges and understands that it is using the aforementioned facility located at the Bergen Community College as a result of its request and accordingly the __________________________ (name of organization or individual) recognizes and acknowledges that (it) (they) assume the responsibility for any and all injuries or liability arising out of the use of said premises or property.

Name: ____________________________________________________________ (print or type)

Title: _________________________________________________________________________________

Organization: _________________________________________________________________________________

Address:                                                                                     ___________________________________  _____________________________________
                                                                                     ________________________________________________  ________________________________________________

Signature: __________________________________________________________________________ (Organization Officer)

Date: ________________________________________________________________________________

Insurance Agent:

The use of Bergen Community College facilities by the aforementioned organization is contingent on a Certificate of Insurance on file with the Manager of Events Planning: Bergen Community College, 400 Paramus Road, Paramus, NJ 07652 PRIOR TO the date of use.

The Certificate of insurance must indicate the following:

1. Commercial General Liability coverage of not less than $ 1,000,000 Per Occurrence, with Bergen Community College named as an Additional Insured.

2. The Certificate must contain the following statement which may not be modified or limited in any manner:

“The __________________________ (insert name & address of organization) covenants and agrees to save and hold harmless Bergen Community College of Paramus, NJ, its Board of Trustees, agents, servants and administrators from any and all liability arising out of the use of said premises or property.
Appendix Item C

Bergen Community College  ●  400 Paramus Road, Paramus, New Jersey 07652
APPLICATION FOR COMMUNITY USE OF COLLEGE FACILITIES

Conduct and Compliance for the Gallery Area (West Hall):

1. All requests for use of the Art Display Area must be submitted to the Manager of Events Planning for approval.

2. Hanging materials must be supplied by the applicant.

3. Applicant is required to use the services of a professional gallery hanger for installation and removal of an exhibit.

4. Cocktail parties and banquets may be held in the art gallery area in connection with an exhibit with prior specific written approval.

5. All exhibits must be monitored by gallery watchers (can be students).

6. A rider to the College’s insurance policy must be added to cover the value of significant or original artwork.

Name of Organization_____________________________________________________

Signature of Applicant___________________________________________________________________________________________

Date_________________________________________________________________________________________


Appendix Item D

Bergen Community College  ●  400 Paramus Road, Paramus, New Jersey 07652
APPLICATION FOR COMMUNITY USE OF COLLEGE FACILITIES

Conduct and Compliance for the Gymnasium and Pool Areas:

1. All requests for use of the gymnasium and/or pool areas must be submitted to the Manager of Events Planning for approval.

2. Applications for use must be accompanied by current certificate of insurance, updated copies of Lifeguard and CPR/First Aid certifications, and all other required paperwork. No event will be permitted to take place unless all required documentation is on file with both the Manager of Events Planning and the responsible Athletic Faculty Member. The College recognizes the following certification agencies: The American Red Cross, The American Heart Association, and the YMCA.

3. All requests from groups (high schools, swim clubs, the YMCA, and New Jersey Red Wave) that use the gymnasium and/or pool areas on an ongoing regularly scheduled basis, during the fall/spring and or summer, must submit two copies of their schedule, in a monthly calendar format, to the Manager of Events Planning and to the responsible Athletic Faculty Member by September 1st of each year.

4. Fees may be charged for a Certified Pool Operator, HVAC, Custodial and other services specific to the use of the gymnasium and/or pool areas.

5. All groups must supply their own first aid kit and have a Certified CPR/First Aid Person present at the event.

6. Groups are responsible to provide emergency services when required and should have access to a cell phone for emergencies.

7. The College Nurse is not authorized to provide medical service for non-students.

8. Groups using the pool are responsible for providing an adequate number of lifeguards. (1 guard to 20 children)

9. Swimmers are required to have street clothing available in the pool area so that swimmers can go directly outside in case of emergency.

10. No driving of children from the parking lot to the gym doors will be permitted.

11. Adult supervision of children must be provided by the group using the facility at all times. This includes, but is not limited to the pool area, hallways, lobby areas, locker rooms and outside areas.

12. The group must notify Public Safety at extension #6 or 201-447-9200 or 201-447-7116 when the pool is to be vacated. A group representative must wait for Public Safety to lock the pool doors before leaving.

13. No Food or beverages are permitted in the gymnasium or pool area.

14. Groups are to dispose of any and all trash before leaving the area.

15. Swimmers using the pool are to use the pool restroom/locker room, not the hall restrooms.

16. Children are not to sit or climb on mylar rolls in hall lobby areas.

Name of Organization____________________________________________________________________________________________

Signature of Applicant____________________________________________________________________________________________

Date________________________________________________________________________________________________________________
Appendix Item E
Bergen Community College ● 400 Paramus Road, Paramus, New Jersey 07652
APPLICATION FOR COMMUNITY USE OF COLLEGE FACILITIES

Conduct and Compliance for **Dry Lease of Simulator Facility**:

1. **Application for Use:**
   a. The Simulator Facility will only be dry leased to Certified Flight Instructors (Lessee) who have been approved by a Bergen Community College approved instructor and/or its authorized agents.
   b. Lessee is required to complete simulator specific training by a Bergen Community College authorized instructor or its authorized agent as a pre-condition to use these facilities.
   c. Lessee agrees to follow all operating procedures and checklists including, but not limited to, proper system start-up and shut down, appropriate use of simulator computing resources, and simulator logbook requirements.
   d. To learn how to become a qualified Lessee of the Simulator Facility contact the Manager of Events Planning 201-689-7629 or The Division of Continuing Education 201-447-7488.
   e. No application for dry lease will be officially considered until the Lessee is approved by Bergen Community College and/or its authorized agents.
   f. Lessee is required to provide a valid Photo ID which is either a valid current US Driver’s License or a valid current US Passport to be on file.

2. **Disposition of Dry Lease and/or Dry Lease Application:**
   a. The Manager of Events Planning and/or the Bergen Community College’s authorized agent shall be authorized to suspend the permission of the application at any time it appears that the regulations agreed upon are not followed. Reinstatement shall be made only after a review of the application by the President and/or the Board of Trustees.
   b. This Simulator Dry Lease shall have a duration period of six months from the date affixed to the Hold Harmless Agreement below.
   c. Upon execution of each sixth month Simulator Facility Dry Lease the Lessee is required to complete recurrent simulator specific training to be provided by a Bergen Community College authorized instructor or its authorized agent at no fee to the Lessee.

3. **Facilities Regulations:**
   a. Certified Flight Instructor must be present during the time the Simulator Facility is in use by them and/or their clients.
   b. No food, drink, gum, animals, or any hazardous materials are permitted in the Simulator Facility or the Simulators.
   c. No decorations or signage of any kind are permitted to be brought into the Simulator Facility by Lessees or their clients.
   d. All College rules and regulations must be adhered to.

4. **SCHEDULING, CANCELLATION & NO SHOW POLICY:**
   a. Simulator Facility reservations will be made by the Certified Flight Instructor through the approved web-based online scheduling system.
   b. Simulator Facility usage fees are based on the time the Simulator Facility is used by the Lessee as determined by the sign-in and sign-out times, NOT Hobbs time.
   c. Simulator Facility use time will be invoiced accordingly.
   d. To provide for mandated start-up and shut down procedures of each Simulator each reservation will include an additional 20 minute window at no fee to the Lessee.
   e. Simulators reservations may extend beyond their scheduled time only if no other subsequent reservations are scheduled.
5. **Liability and Release and Hold Harmless:**
   a. Lessee agrees to assume liability limited to the repair and/or replacement of any damaged Simulator components caused by Lessee and/or their client(s) above and beyond normal wear and tear.
   b. Lessee covenants and agrees to hold Bergen Community College of Paramus, NJ, its Board of Trustees, agents, servants, and administrators from any and all liability arising out of the use of said premises or property.

**DRY LEASE SIMULATOR FACILITY RELEASE AND HOLD HARMLESS AGREEMENT**

→ A copy of must be kept on file for each Lessee. If the Lessee is an organization and not an individual, each individual using the facility shall sign a Release and Hold Harmless Agreement to be kept on file.

For and in consideration of the renting of the Aviation Simulator Facility at Bergen Community College, Lessee covenants and agrees to save and hold harmless the Board of Trustees of Bergen Community College of Paramus, New Jersey, its agents, servants, and administrators from any and all liability arising out of the use of said premises or property. “____________________ hereby releases Bergen Community College, its Board, employees, agents, servants and administrators from any claim, injury or damage sustained by __________________ arising out of use of the Aviation Simulator Facility.”

____________________ acknowledges and understands that it is using the aforementioned facility located at Bergen Community College as a result of its request and accordingly recognizes and acknowledges that they assume the responsibility for any and all injuries or liability arising out of the use of said premises or property.

Name: ______________________________________________________ (print or type)
Title: ______________________________________________________
Organization: _______________________________________________
Address: ___________________________________________________
Phone: _____________________________________________________
Signature: _________________________________________________
Date: _____________________________________________________

6. **ASSIGNMENT:**

   a. This Simulator Facility Dry Lease may not be transferred or assigned to other parties.

**ACCEPTED AND AGREED TO:**
Lessee

___________________________________________________________
Name: ____________________________
Date: ____________________________

Manager of Events Planning

___________________________________________________________
Name: ____________________________
Date: _____________________________