

APPLICATION FOR PERMIT TO USE OZARKS TECHNICAL COMMUNITY COLLEGE COMMON AREA/FACILITIES	Common Area/Facilities Requested:
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Instructions: Please TYPE or PRINT all information.

Name of Applicant (<input type="checkbox"/> Individual or <input type="checkbox"/> Organization)		Describe the nature of the activity
Street Address		Profit <input type="checkbox"/> Non-profit Organization <input type="checkbox"/>
City, State, Zip		Building and Room Preferred
Telephone No.		Approximate Number in Attendance

DATE REQUESTED	TIME REQUESTED		NAME AND CONTACT NUMBER OF PERSON IN CHARGE
	From: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	To: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	

Set Up Requirements, - Please check all that apply-			
Podium <input type="checkbox"/>	Hand-held <input type="checkbox"/>	PowerPoint <input type="checkbox"/>	Data Projector (Ceiling-mounted) <input type="checkbox"/>
Podium with mounted <input type="checkbox"/>	microphone <input type="checkbox"/>	DVD/VCR/CD <input type="checkbox"/>	Overhead Projector (for transparencies) <input type="checkbox"/>
microphone (LCN211 only)	Lapel microphone <input type="checkbox"/>	Internet connectivity <input type="checkbox"/>	
Table/Chair Arrangement			
Special Needs Required			

GENERAL RELEASE AND INDEMNITY

(Please read carefully)

Applicant agrees that if permission is issued pursuant to this Application, and only to the extent it does not waive sovereign immunity, Applicant will defend, indemnify and hold harmless the owner(s) of the real estate, the College and its Board of Trustees, officers, students, agents and employees from and against any and all liability or claims for personal injuries, death, damages, costs, or other expenses (including reasonable attorneys' fees) in any way arising from or connected with the use of the requested Common Area/Facilities or any other part of the College's campus, adjoining grounds or parking lots by Applicant (including without limitation Applicant's members, officers, directors, employees, agents, contractors, servants, guests, invitees and licensees) and Applicant hereby waives and releases the owner(s) of the real estate, the College and its Board of Trustees, officers, students, agents and employees from any and all claims, demands and actions for any loss, expense or damage, either to the person or property of Applicant (including without limitation Applicant's members, officers, directors, employees, agents, contractors, servants, guests, invitees and licensees) sustained by reason of any condition of said Common Area/Facilities or any other part of the College's campus, adjoining grounds or parking lots or due to any act of any College official, trustee, agent, employee, student or any other person or entity whatsoever.

ACKNOWLEDGEMENT

(Please read carefully)

The undersigned hereby represents that he/she is the Applicant or an officer or other authorized agent of the Applicant named herein and that he/she is 21 years of age or older. The undersigned further acknowledges that he/she has read and is familiar with the Rules and Regulations Governing Use of the College Common Area/Facilities (see reverse side) and recognizes and agrees by his/her signature hereto that the making of this Application, the issuance of any permission based on this Application and the use authorized by such permission are expressly conditioned upon Applicant's acceptance and continuing compliance with said Rules and Regulations.

Name of person completing application	Street Address (if different from that above)	
Title (if applicable)	City, State, Zip	
Signature	Date	Phone No.

PERMISSION TO USE OZARKS TECHNICAL COMMUNITY COLLEGE COMMON AREA/FACILITIES

Name	The Individual/Organization named above has permission to use the designated portion of the Common Area/Facilities during the above stated hours and date(s), subject to the College policies and to the Rules and Regulations stated on the reverse side hereof. <input type="checkbox"/> Please locate the exhibit, display, or equipment in the College Common Area/Facilities as indicated by the College.
Title	
Signature	

RULES AND REGULATIONS GOVERNING USE OF THE COLLEGE COMMON AREA/FACILITIES

- A. The College is pleased to permit non-commercial, promotional and community service activities to be conducted on certain portions of its campus common area and facilities (collectively, "Facilities") by interested persons and organizations ("Users") approved by the College's officials in their sole discretion. To accommodate Users in a manner consistent with the primary purposes of the College, the College's officials have adopted the Rules and Regulations contained herein in order to facilitate such use of the Facilities.
- B. The activities of the College, its students and employees are the primary activities of the College. All other Users must obtain written permission from the College to conduct any other activity within the Facilities.
- C. A User may apply for permission to use portion(s) of the Facilities with the College at the office of the College's Scheduling Coordinator (Information Commons – Suite 204) during the hours of 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 4:30 p.m. on Friday. The Application shall be in the form set forth by the College and subject to these Rules and Regulations, and should be made no later than three (3) days prior to the date(s) requested by the User for use of the applicable Facilities. All food and beverage service shall be coordinated and approved through the College's Scheduling Coordinator.
- D. In making a determination as to whether permission to use any portion of the Facilities shall be issued, the College's officials shall evaluate the following: The nature of the activity; the dates, times and duration of the activity; the risk of injury to any person or properties; and the risk of unreasonable interference with the primary activities of the College, its students and employees. The College's officials will consider Applications on a first-come, first-served basis.
- E. Each User agrees to comply with the following terms and conditions:
1. The activity shall be confined to a specific use of the Facilities as set forth in detail on the Application, and will be limited to the dates and times specified on such Application and confined to such portion(s) of the Facilities as determined by the College. Any advertisement for the event must be approved by the College in advance. The activity shall be organized without regard to political preference, race, sex or creed. Each User shall, prior to occupying any portion of the Facilities for use, notify the College's Scheduling Coordinator at least three (3) days before such use.
 2. Each User shall at all times during use of the Facilities provide sufficient supervision and maintain adequate control of their members, officers, directors, employees, agents, contractors, servants, guests, invitees and licensees (collectively, the "User Parties"). Any User or User Party violating this paragraph shall be asked to leave the College's campus immediately.
 3. Each User and all User Parties shall comply with all applicable laws, statutes, ordinances, rules and regulations and College policies. In the event there are any licenses or permits required by any governmental agency or authority with respect to the type of activity to be conducted, Users shall be responsible for obtaining such licenses, authorization or permits. The presence or use of alcoholic beverages, tobacco products, firearms, weapons, explosives, controlled substances, fireworks, animals (except service animals) and gambling are strictly prohibited in the use of the Facilities without the prior written consent of College's officials.
 4. To the extent it does not waive sovereign immunity, Each Users and User Party assumes liability for and shall defend, indemnify and hold harmless the owner(s) of the real estate, the College and its Board of Trustees, officers, students, agents and employees from and against any and all liabilities, obligations, losses, penalties, claims, actions, suits, damages, expenses, disbursements (including attorneys' fees and legal expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of such User and all User Parties within or about the College's campus or adjoining grounds or parking lots. The College shall not be liable to any User or User Party or any other person on or about the College's campus or adjoining grounds or parking lots by the User's consent, invitation or license, express or implied, for any loss, expense or damage either to person or property sustained by reason of any condition of said Facilities or any other part of the College's campus or adjoining grounds or parking lots or due to any act, or failure to act, of any College official, trustee, officer, agent, employee, student or any other person.
 5. If a User's Application is for any activity which may reasonably be expected to cause public disorder or injury to any person or property or to require substantial cleaning, repairs or restoration in order to return any part of the Facilities to the condition existing immediately prior to the commencement of the activity, the College's officials may, as a condition of granting permission for such activity, require security for the performance of such User's obligations as a licensee under such permission and these Rules and Regulations. Such security shall be in a form satisfactory to the College and may be a cash deposit, a bond, insurance or other adequate assurance of the User's performance. Unless otherwise specified by the College, such insurance shall consist at a minimum of a commercial general liability policy having coverage limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate and naming Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College, as an additional insured.
 6. Unless otherwise permitted by the College in writing in each instance, no User or User Party shall, in or around the College's campus, (i) sell, vend, peddle or solicit orders for the sale or distribution of food, beverages, merchandise, devices, services, periodicals, books, pamphlets, tickets or other material whatsoever or otherwise conduct private business, (ii) solicit donations or charge admission or fees to the public, or (iii) exhibit any sign, plaque, banner, advertisement, notice or any other written material. The College's name shall not be used to suggest sponsorship or endorsement of any activity except with the College's prior written approval in each instance.
 7. No User or User Party shall (i) use any vehicle, motor, camera, lighting device or projector in the Facilities without prior approval of the College, (ii) engage in any fighting or use of any physical force, abusive or obscene language or threats toward any other person or engage in any other form of unreasonable behavior, such as the making of unreasonable noise or coarse or offensive utterance, gesture or display, which causes or is likely to cause significant public inconvenience, annoyance or alarm, or (iii) permit the emission of noise or odors or use any device or paraphernalia which may constitute a nuisance, such as loudspeakers, sound amplifiers, radios, televisions or phonographs without prior written approval by the College. If the College approves the use of vehicles, the User must provide evidence of automobile liability insurance coverage in the amount of at least \$1,000,000 combined single limit.
 8. No User or User Party shall engage in any conduct which might (i) result in excessive wear and tear, (ii) provide safety or security risks, (iii) obstruct the free flow of pedestrian or vehicular traffic on walkways, sidewalks, stairways, roads, driveways, parking lots or any other area regularly used for such traffic within the College campus or adjoining grounds or parking lots, (iv) disrupt, interfere with or impede the regular academic programs, learning environment (for instruction or study) or normal operation of the College, the orderly conduct of the College's affairs or the use or maintenance of any other facilities of the College by any student or employee, (v) create a disturbance, attract attention or harass, annoy, disparage or be detrimental to, or not be in accordance with, any of the College's students, employees, departments, goals or missions, or (vi) otherwise infringe on or interfere with the individual rights of those persons who live, study or work on or near the College's campus. The College's officials, in their sole discretion, shall determine whether such objectionable conduct has occurred. If the College's officials deem the use of the Facilities to be unlawful or objectionable, at any time in their sole discretion, they may, without any notice whatsoever, terminate the rights of the applicable User or User Party to use the Facilities, and in such event all such persons shall immediately remove themselves from the College campus and adjoining grounds and parking lots.
 9. The Facilities shall be cleared of trash and surrendered in the same condition as it was in upon commencement of its use. No User or User Party shall cause or permit the Facilities to be altered, defaced or otherwise damaged. All expenses incurred to repair damage, maintain order and keep the Facilities free from rubbish will be borne by the User. The College does not assume any responsibility for damage to or loss of any materials or equipment left by the User or any User Party in the Facilities or otherwise in the College's campus or adjoining grounds or parking lots.
 10. Notwithstanding anything herein to the contrary, the College may in its sole discretion permit or refuse to permit the Application, event or activity of any User, may terminate any permission granted to a User at any time, and may require a User or User Party to leave the Facilities or the College's campus or adjoining grounds or parking lots, or forcibly remove any person or property therefrom, all without any liability whatsoever for any damages, claims, losses, actions, costs or suits arising from such permit, refusal, termination or removal.
 11. Each User and User Party is an independent contractor and not an agent or employee of the College. As an independent contractor, each User is solely responsible for worker's compensation insurance coverage of its employees. No User or User Party shall assign or transfer any rights granted pursuant to its permission to use any portion of the Facilities without the prior written consent of the College's officials. The agreement between a User and the College pursuant to an approved Application and these Rules and Regulations shall be construed in accordance with the laws of the State of Missouri.
 12. **THE FACILITIES ARE PROVIDED AS-IS AND THE COLLEGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**