



FACILITY USE POLICIES AND PROCEDURES MANUAL

Pursuant to Educational Code 82537-82548, the governing board of any community college district may grant the use of college facilities or grounds for public, literary, scientific, recreational, educational, or public agency meetings, or for the discussion of matters of general or public interest upon terms and conditions which the Board deems proper, and subject to the limitations, requirements, and restrictions set forth in this document.

I. Facility Use Authorization

Pursuant to San Mateo County Community College District Board Policy 8.80 Community Use of District Facilities, the use of college facilities by outside groups shall be for short term and temporary needs. Short term is defined as no longer than one academic semester at a time. No possessory interest is intended by any permitted use of a college facility. No use shall be permitted under the authorization of this policy that constitutes a monopoly for the benefit of any person or organization. The District strives toward fair and equitable treatment of all persons and will revoke any contract should discrimination of fundamental human rights be evidenced.

In conjunction with District Board Policy 8.80, it is the policy of the District to accept reservation applications from community groups and organizations for the use of its facilities on a first come, first served basis, only when that use does not interfere with, infringe on, or impede the District's educational process.

II. Categories of Rental

a. Category 1: Student Clubs and Organizations, and Campus Sponsored Events

- i. Student clubs and organizations are encouraged to utilize facility resources at Cañada College, College of San Mateo and Skyline College. Facility requests must be made by club advisors or campus representatives. Club advisors or campus representatives must be present in the building when the facilities are in use. Student clubs and organizations that are approved by the governing board of the District, and campus sponsored events are exempt from charges as stipulated below.
 - Hourly facility rental fee
 - Specialized equipment usage fee
- ii. Student clubs and organizations, and campus sponsored events are responsible for the following fees:
 - Direct costs for all labor including but not limited to, custodial and grounds personnel, pool technicians, lifeguards, Audio Visual and Technology, theatre support, and public safety.

b. Category 2: Non-Profit Organizations

- i. Organizations (excluding churches and religious groups), clubs, associations, and other public agencies organized for general character building or welfare purposes. Documentation of legal non-profit status from the Internal Revenue Service must be provided to qualify. The following must be paid:
 - Hourly non-profit rental fee
 - Use of specialized equipment
 - Direct fees for custodial, grounds, on-site supervisor, pool technicians, lifeguards, Audio Visual and Technology, theatre support, and public safety will be applied.
- ii. Conditions of Non-Profit Discount
Non-profit organizations having fundraising entertainment or meetings where admission

fees are charged or contributions, or any type of donation, are solicited must be for the benefit of the students of the San Mateo County Community College District, otherwise the for-profit fee schedule applies to the facilities use contract.

c. Category 3: Religious Organizations and Private or Commercial (For-Profit) Groups

The governing board may charge an amount not to exceed its direct labor costs and fair rental value of college facilities and grounds under its control for activities other than those specified above. The following must be paid:

- Facility Use Administrative Fee and Deposit (if required)
- Hourly for-profit rental fee
- Use of specialized equipment
- Direct fees for custodial, grounds, on-site supervisor, pool technicians, lifeguards, Audio Visual, ETS, theatre support, and public safety will be applied.

d. Category 4: Emergency Assistance, Disaster Relief/Preparedness (Non-Profit) Groups

The American Red Cross or other public agencies may use District facilities, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The District will cooperate with these agencies in furnishing and maintaining services deemed by the Board of Trustees to be necessary to meet the needs of the community. The District may enter into written agreements with these agencies to memorialize such arrangements.

III. Other Types of Facility Use (Non-Profit) Groups

No use shall be permitted under the authorization of District Board Policy 8.80 that constitutes a monopoly for the benefit of any person or organization. Facility uses that may be long in duration, that represent an exclusive use, or that are for commercial purposes not covered by the Civic Center Act provisions of the Education Code or District Board Policy 8.80 must be presented and approved by the Board of Trustees prior to occupancy. Upon approval, the District will enter into written agreements with these organizations to authorize the facility use. Such facility uses include, but are not limited to, the following purposes: educational partnerships requiring use of District facilities, communication site use permits and use of District Facilities by other educational institutions.

IV. Who may Apply for Facilities

The Applicant – Requestor - Responsible Person

- The eligible person (“Applicant-Requestor”) applying for facilities use must be over 21 years of age and shall be responsible for all charges if mutually agreed upon per the ensuing contract and invoice. The Applicant-Requestor, or a designated representative if the Applicant-Requestor is an organization, will be on site for the entire event and will be responsible for compliance with applicable laws, facilities rental policies and procedures.
- Applicants-Requestors who are sponsored by a college department or division are responsible for filling out the Request for Use of Facilities form (“Application”) and are responsible for all direct costs as per contract and invoice and not the college division or department.

V. Campus Representation

An authorized employee of the college may be assigned to an event depending on the size and complexity of the event. The authorized employee will act as the campus representative and will provide onsite supervision for the entirety of each event at the expense of the Applicant-Requestor. The campus representative for the event is responsible for assuring the conditions of the contract are carried out as well as checking and verifying the condition of the facility. This verification shall constitute authoritative proof for any damage incurred by the authorized Applicant-Requestor or any of its participants of the event. Additional campus staff may be assigned based on the needs of the event.

VI. Summary of Charges and Fees

The following direct costs will be assessed to all outside organizations or groups renting facilities at the colleges. All fees are listed in Exhibit A.

- Open/close facility
- Onsite Supervisor/ campus representative (if required)
- Specialized equipment
- Special event or room set up and takedown
- Custodial services
- Grounds services and pool technicians
- Utility usage fee (Stadium lights)
- Specialized support staff (e.g. AV technician, electrician, IT specialist, theatre support)
- Public Safety

VII. Parking

Parking fees have been suspended for the 2022-2023 academic year. Parking fees will not be charged for the Fall 2022 and Spring 2023 semesters and parking will be open without any permit requirements in all designated "Student Parking Lots" only. Reserved parking is not included in the use of college facilities. If an outside group or organization is interested in securing reserved parking for their event, the Applicant-Requestor must notify the college facilities rental coordinator at least 60 days in advance which allows enough time for the request to be reviewed and coordinated with college operations and other scheduled events.

VIII. Insurance

All user groups must provide a certificate of insurance with limits acceptable to the District. The Applicant-Requestor must procure and maintain liability coverage and name the District as an additional insured as specified in the form Appendix I. Please note the following requirements: a) San Mateo County Community College District needs to be listed as the certificate holder and additionally insured; b) the address on the certificate needs to be 3401 CSM Drive, San Mateo, CA 94402.

All of Applicant-Requestor's vendors and caterers must provide evidence of general liability. Food trucks must provide evidence of general liability and auto liability. All vendors must provide evidence of worker's compensation insurance if their employees will be on site.

IX. Fees and Billing

The District's current Facilities Rental Rates (effective July 1, 2011) are described in Exhibit A. All fees are due and payable prior to the event. Completion of the Application does not constitute an agreement. After conferring with the college facilities rental coordinator, a contract is constructed and agreed upon. A signature is required on the contract within ten (10) days of submitting an application. Failure to pay the fees and sign the contract within the stated time period may cancel reservations. Final payment is due two weeks prior to the start date of the scheduled event. All payments, in the form of a check, cashier's check, credit card, or money order, must be remitted in person or by mail to the respective college facility rentals office:

- Cañada College, 4200 Farm Hill Blvd, Redwood City, CA 94061, Attention: Facility Rentals
- College of San Mateo, 1700 W. Hillsdale Blvd., San Mateo, CA 94402, Attention: Facility Rentals
- Skyline College, 3300 College Dr., San Bruno, CA 94066, Attention: Facility Rentals

X. College Closures

District facilities are closed on the following legal school holidays listed below and on other holiday or recess periods declared by the President or by the Governor that provides for community colleges to be closed as approved by the District's Board of Trustees. College closures are designated each academic year.

Independence's Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve/Christmas Day

New Year's Day
 Dr. Martin Luther King, Jr. Day
 Lincoln's Day
 President's Day
 Cesar Chavez Day
 Memorial Day

Day after Christmas
December Holidays*

Juneteenth National

(*per the academic calendar of the current year)

XI. Event Cancellations and Rescheduling

a. By the Applicant-Requester

If it is necessary to cancel an event, the college facilities rental coordinator must be notified in writing. A cancellation fee will apply, will be made due and payable on the date of cancellation, and (as applicable) will be deducted from any amounts already paid by permittee to the District. The District will be entitled to a cancellation fee (liquidated damages agreed not to constitute a penalty) based on the following scale:

- i. 30 days or more Prior Business Days' Notice: 100% of the Initial Deposit and Administrative Fee shall be non-refundable
- ii. 29-20 Prior Business Days' Notice: 60% of Event Date Total
- iii. 19-15 Prior Business Days' Notice: 75% of Event Date Total
- iv. 14-0 Prior Business Days' Notice: 100% of Event Date Total

The "Event Date Total" are all amounts associated with the event date(s) specified in the Application. Refunds will not be given to user groups that fail to show for scheduled events.

b. By the District/College

The District/College reserves the right to terminate this Agreement for cause if it determines that the District's facilities, equipment, or furnishings are being damaged as a result of the Event, or if it determines that the Event is endangering the health and safety of participants, the general public or patrons, interfering with the business or activities of the college, or infringing on the rights of others.

District/College shall not be liable if the event is not held due to closure of the Facilities for any reasons outside the control of District or for other reasons resulting from force majeure events. In the event District is unable to host the event due to the closure of the Facilities, the District will make reasonable efforts to reschedule the event for another time that is amenable to both parties. If the District cannot reschedule the event for any reason out of the control of the District, the contract will be deemed null and void, and District will not be liable for any damages or costs arising from such termination. If the District cancels an event due to events outside of its reasonable control, all monies paid by the permittee will be refunded, less any such expenses incurred by the District up to such cancellation. The District will give notice of such cancellation in writing to the permittee and/or the permittee's representative.

c. Request for Rescheduling of Event

If it is necessary to reschedule an event, the college facilities rental coordinator must be notified no less than one week for general rentals and one month for theatre rentals prior to the scheduled event.

XII. Timeline for Placing a Facilities Application

All general rental requests should be filed at least 45 days in advance of the proposed event (10 days for internal events). Due to academic scheduling requirements, we can schedule events, but not provide a definitive confirmation regarding availability more than one academic semester in advance.

XIII. Reasons for Denial of Application or Cancellation of a Reservation

The colleges strive to accommodate all applicants yet there are times when an Application cannot be accommodated. The following list offers some instances when a request could not be filled due to:

- unavailability of the date/space requested
- designated campus holiday
- capacity restrictions

- conflict with other events on campus
- perimeter road closure needs
- lack of required documentation as requested by the Facilities Rental Office (signed contract, certificate of insurance, environmental health permits, etc.)
- lack of payment
- unavailability of support personnel (e.g. AV technician, IT specialist, theatre support, Public Safety)

Future facility requests may be denied on grounds including, but not limited to, failure to comply with the District's facility use policies and procedures, abuse or misuse of District property, failure to pay promptly for any outstanding fees/charges owed, or failure to pay promptly for damage to District property

XIV. Food Consumption and Vending Policy: Allowable Options and Restrictions

a. District's Authorized Food Services Provider:

College catering is made possible by the District's authorized contractor, Redwood Culinary Services (formerly Pacific Dining Services), and whenever possible, an outside party should contact Pacific Dining for a non-binding food services estimate. The college facilities rental coordinator will notify Redwood Culinary Services of any upcoming events that require food service or the Applicant-Requestor may contact them by submitting an inquiry through www.districtdining.smccd.edu.

b. Outside Catering

Unless the food is "pre-boxed" and is sealed for distribution, in order to adhere to the procedures defined in the California Retail Food Code, a licensed caterer must be onsite for the event to serve. To minimize food contamination, all caterers are required to provide the following documentation at least three weeks prior to the event start date.

- i. Evidence of a current Food Handling Health Permit and Environmental Health Inspection Certificate
- ii. Certificate of Insurance and an Additional Insured Endorsement for the following coverages and limits:
 - General liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate
 - Auto liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate
- iii. If the catering company has employees on site, evidence of worker's compensation insurance must be provided with statutory limits.

c. Food Truck Caterers

Food Trucks must receive approval of their parking location from the college facilities rental coordinator and Public Safety Department a minimum of five (5) days prior to the event start date. To minimize food contamination, food-truck caterers are required to provide the following documentation at least three weeks prior to the event start date.

- iv. Evidence of a current Food Handling Health Permit, Mobile Food Facility Permit and Environmental Health Inspection Certificate
- v. Certificate of Insurance and an Additional Insured Endorsement for the following coverages and limits:
 - General liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate
 - Auto liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate
 - If the food truck caterer has employees on site, evidence of worker's compensation

insurance must be provided with statutory limits.

d. Other Food Vending Options

In accordance with California Retail Food Code, if an Applicant-Requestor wants to vend food, all items must be pre-packaged and fully sealed by the food manufacturer.

XV. Restrictions for use of Classroom, Lecture, Theatre, and Indoor Physical Education Spaces

Food and beverages are not allowed in classrooms, lecture halls, theatres, and indoor Kinesiology and Athletic spaces without express permission. Food and beverages served in any of these facility types will require custodial support to be on staff for the entirety of the event with no less than a four (4) hour minimum at the Applicant-Requestor's expense. Amplified music is prohibited in all parking areas and requires permission in quads and other indoor or outdoor spaces within the campus. The posting of any signage over existing college signs are prohibited.

XVI. Alcoholic Beverages

Should an Applicant-Requestor desire to have alcoholic beverages at an event the procedures stated below apply. The District's primary concern is to protect the health and welfare of all guests. All Applicant-Requestors who are permitted to serve alcoholic beverages at their event are expected to promote responsible consumption.

a. Alcohol Use Procedures

These procedures apply to special events held at the facilities of the District. A "special event" means events that are held with the permission of the District, including festivals, shows, private parties, concerts, theatrical productions, and other events held on the premises of the District, and for which the principal attendees are members of the general public or invited guests and not students of the District.

1. Alcoholic beverages will not be permitted without the specific authorization of the District, and will not be permitted without a license or permit obtained by San Mateo County Community College District Auxiliary Services from the California Department of Alcoholic Beverage Control (ABC).
2. The California Department of Alcoholic Beverage Control (ABC) oversees the licensing of alcohol service in California. In order for alcohol to be possessed, sold, consumed or furnished at an event, the District must have a license or permit obtained under the Business and Professions Code. The District can apply for a 1-day permit (ABC 221), which acts as a one-day liquor license. The actual cost of the permit will be billed to the person/organization holding the event. Alcohol permits/licenses must be obtained by the District on behalf of the person/organization holding the event, and may not be obtained by the person/organization holding the event on its own behalf, unless the District expressly agrees otherwise in writing.
3. In addition to the license/permit requirement above, all events where alcohol is served require insurance, which will be provided by the District. The event sponsor/facility user will pay the cost of this insurance.
4. District funds may not be used to purchase alcohol unless the purchase is part of a specifically defined and approved academic curricular program or class.
5. Under no circumstances will individuals be allowed to possess, sell, consume or furnish their own alcoholic beverages. All alcohol must be served by on-site staff under contract with the District. Under no circumstances is alcohol "self-serve". If individuals are found to have their own alcohol, said alcohol will be confiscated and that guest will be escorted off campus at the discretion of on-duty public safety officer and/or event supervisor.
6. Alcoholic beverages will only be permitted at events, functions and/or activities that are not intended to be "student related" functions unless the function is part of a specifically defined and approved academic curricular program or class.
7. Events that are authorized to serve alcoholic beverages should be held at a time and/or location that minimizes contact or interaction with students. Access to the event is restricted to members of the sponsoring organization and their invited guests. A majority of the participants attending the event must be 21 years of age or older."

8. Servers of alcohol must be 21 years of age or older; shall be trained to serve alcohol (Licensee Education on Alcohol and Drugs Program or Responsible Beverage Service Training Program) and must have received orientation on responsible beverage service techniques. Servers are prohibited from consuming any alcoholic beverages at the event and shall be familiar with the system being used at the event for verifying that only persons 21 years of age and older are being served alcohol.
9. Alcoholic beverages will not be served without food also being served.
10. Functions at which alcoholic beverages are served require appropriate security personnel arranged by the District through the District's Public Safety Department, the cost of which will be paid by the person(s)/organization holding the event.
11. Approval of rental requests that include the serving of alcoholic beverages is conditioned upon compliance with all facets of these procedures. In addition, a separate damage deposit may be required and will be based upon the size of the event. Any damages incurred will be billed at the actual cost of repair/replacement, less the deposit amount. The District reserves the right to refuse an alcohol permit to any person(s) or organizations.
12. California law generally prohibits a retail licensee from donating alcoholic beverages. Certain exceptions may apply.
13. If wine or beer is donated for an event, the District reserves the right to charge to the person/organization holding the event a fee for each item, i.e. each can/bottle/etc., of alcohol served, and may require additional fees for service.
14. Federal law, state law and local ordinances shall be strictly enforced at all times on all property owned, leased or controlled by the District with regard to the possession, sale, consumption or furnishing of alcoholic beverages.
15. All parties serving alcoholic beverages must comply with District policy, local ordinances, the rules and regulations of the California Department of Alcoholic Beverage Control, laws of the State of California and federal law, including but not limited to the Drug-Free Schools and Communities Act and the Drug-Free Workplace Act.
16. In addition to the procedures outlined herein, all items and restrictions noted in any proposals and contracts apply.
17. Additional requirements may be imposed at the discretion of the District.

b. Type of Event

Issuance of an Alcohol permit/license is dependent on the purpose of the proposed event, such as weddings, celebratory events, fundraisers, etc.

- The application must clearly state the purpose of the event and describe the program or activity with the stated purpose.
- Participants under 21 years of age may not be served, so Applicant-Requestors will be required to describe the group and their guests for consideration.
- The permitted Applicant-Requestor must demonstrate how the number of attendees of the private event will be monitored.

c. Reserved.

d. Approval, Security and Fees

- Approval to serve alcohol must be granted no less than 45 days prior to the event.
- Additional security personnel will be required.
- An Alcohol permit/license application fee per permit/license request date is required. Pricing varies between \$175 - \$325 per permit/license, depending on the type of alcoholic beverages that are served (beer, distilled spirits, and/or wine).

Any violations of these procedures may result in forfeiture of future rental privileges of District facilities, and additional fees.

XVII. Exhibits

Included in this manual are the following exhibits:

- Exhibit A: Facilities Rental Rates (Effective July 1, 2011)
- Exhibit B: Insurance Requirements for Facilities Use
- Exhibit C: Guidelines for Food Related Events and Food Sales
- Exhibit D: Facility Co-Sponsorship Application

XVIII. References

- Board Policy 8.80 Community Use of District Facilities
- Administrative Procedure 8.80.1 Community Use of District Facilities
- Administrative Procedure 2.26.2 Alcoholic Beverages

THE DISTRICT RESERVES THE RIGHT TO AMEND THESE POLICIES AND PROCEDURES AS DEEMED NECESSARY WITHOUT ADVANCE NOTICE.

EXHIBIT A

San Mateo County Community College District Facilities Rental Fees

Current fee schedule effective July 1, 2011

Direct Cost Fees	Cost Per Hour/Non-Profit User	Cost Per Hour/For Profit User
Application Fee	\$20	\$20

Facility	Cost Per Hour/Non-Profit User	Cost Per Hour/For Profit User
Classroom 50 and under	\$30 - 3 hour minimum	\$50 - 3 hour minimum
Classroom 51-100	\$50 - 3 hour minimum	\$75 - 3 hour minimum
Classroom > 100	\$75 - 3 hour minimum	\$125 - 3 hour minimum
Conference Room, < 25	\$30 - 3 hour minimum	\$50 - 3 hour minimum
Conference Room, > 25 excluding CSM Building 10	\$50 - 3 hour minimum	\$75 - 3 hour minimum
Theater Stage Rehearsal only, no lights	\$75 - 3 hour minimum	\$125 - 3 hour minimum
Theater (requires tech to be present; tech charge extra)	\$150 - 3 hour minimum	\$200 - 3 hour minimum

Athletic Facilities	Cost Per Hour/Non-Profit User	Cost Per Hour/For Profit User
Baseball Field	\$85 - 3 hour minimum	\$125 - 3 hour minimum
Dance Studio	\$65	\$90
Football Field	\$85 - 3 hour minimum	\$125 - 3 hour minimum
Gymnasium (no bleachers)	\$100 - 3 hour minimum	\$125 - 3 hour minimum
Soccer Field	\$85 - 3 hour minimum	\$125 - 3 hour minimum
Softball Field	\$85 - 3 hour minimum	\$125 - 3 hour minimum
Tennis Courts	\$25	\$35
Track	\$50	\$75

- **Additional fees apply for equipment use (including but not limited to tables, chairs, A/V equipment, athletic equipment, scoreboards, performing arts equipment), and labor costs for any special set up, custodial, or grounds work.**

Direct Costs will be assessed for custodial services, grounds services, specialized technical support, and District Security personnel as necessary per use of facility.

All Staff Charges will be at a two-hour minimum:	
Custodial Fee	Current Rate*
Grounds Staff	Current Rate*
On-Site Supervisor	Current Rate*
Security Staff	Current Rate*
Technical Support Staff	Current Rate*
Theater Supervisor/Tech	Current Rate*
*Assigned employee's current hourly rate	

EXHIBIT B

San Mateo County Community College District Insurance Requirements for Facilities Use

(From Appendix I of Facilities Use Agreement as of November 2021)

1. Permittee shall procure and maintain liability coverage which shall not be less than the following amounts (unless otherwise agreed to in writing by the Executive Vice Chancellor of Administrative Services or designee):
 - a. Comprehensive General Liability and Property Damage insurance including:
 - Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence. Liability coverage must include both participants and spectators if event involves them.
 - If checked, Permittee's Liability insurance shall include sexual abuse coverage for its operations under this permit.
 - If checked, Permittee's Liability insurance shall include Host Liquor Liability Insurance in an amount not less than \$1,000,000.
 - b. Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles;
 - c. Umbrella liability in an amount not less than *(check one)*:
 - \$2,000,000 per occurrence and annual aggregate
 - \$3,000,000 per occurrence and annual aggregate
2. If the Permittee maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
3. Required Rating. Insurance carriers must have a Best rating of A(-)X or better.
4. Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on Permittee's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with the College facilities rental office prior to the event or use of facility. The certificates shall provide that if the policy or policies be canceled by the insurance company or Permittee during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to District's Chief Financial Officer. The certificates shall also show the information that the San Mateo County Community College District is named on District's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. Certificates shall clearly state that "The San Mateo County Community College District, its Officers, Agents and Employees are named as additional insured per attached endorsement.
5. Permittee's Subconsultants/Subcontractors shall maintain \$1,000,000 per occurrence and \$2,000,000 aggregate of Commercial General Liability insurance, and \$1,000,000 of Business Auto Liability Insurance with respect to their services to Permittee. Permittee shall cause its Subconsultants/Subcontractors to furnish proof thereof to District within ten (10) Days of District's request. Permittee shall require Subconsultants/Subcontractors to name District as additional insured as required in paragraph 4 of this Appendix on the Commercial General Liability Policy and Automobile Policy but only with respect to liability arising out of the activities of the Named Insured.
6. District's Tenant User Liability Insurance Policy (TULIP). The District is enrolled in a TULIP Program. TULIP was designed to provide low-cost general liability insurance (and Host Liquor Liability, if needed) to users of District Facilities. As such, coverage may not be available for all event types, since policy exclusions do exist. Premium costs will be paid by the third party (the User who needs to purchase the insurance). Premium costs are based on the nature and duration of the event, the number of participants, and the level of risk of the event. USE OF THIS PROGRAM IS NOT A GUARANTEE FOR INSURANCE AND/OR COVERAGE TO PROTECT THE USERS OF DISTRICT FACILITIES. THE TULIP DOES NOT PROVIDE AUTO LIABILITY COVERAGE.

EXHIBIT C

Guidelines for Food Related Events and Food Sales

1. Compliance with San Mateo County Health Department Regulations Checklist

To comply with the San Mateo County Health Department's regulations related to the preparation, handling, and distribution of food on campus, as well as to guarantee the health and safety of all campus constituencies, the following guidelines have been established for students, employees, and community use of District's Facilities:

- ✓ Food items must be prepackaged. Prepackaged items are food items packaged at a licensed bakery, restaurant, or grocery store, **OR**
- ✓ Food items must be prepared by a licensed food service provider and a current Environmental Health Permit must be provided to the college facilities rental coordinator in order to receive event authorization.
- ✓ No foods or perishable beverages can be prepared or stored in a private home due to possible contamination.
- ✓ All food and perishable beverages shall be protected at all times from unnecessary handling and possible contamination (i.e. gloves must be worn by servers and items refrigerated)
- ✓ No food should be prepared on District's premises by an organization/client renting District's facilities.

Additional Points of Clarification

- Pizza can be sold by the slice if purchased from a licensed food service provider and is distributed by the slice to the public, by a certificated Food Handler, and that the pizza is protected at all times from unnecessary handling and possible contamination (i.e. gloves must be worn by servers and items refrigerated as needed). The food handler's certificate must be on file with the college facilities rental coordinator.
- Baked goods be separated in single servings for sale if they are purchased from a licensed food service provider and are distributed individually to the public, by a current certificated Food Handler, provided the baked goods are protected at all times from unnecessary handling and possible contamination (i.e. gloves must be worn by servers and items refrigerated as needed).
- The food policy applies to food in baskets assembled for fundraising unless the food items are prepackaged.

2. Hospitality/Sanitary Conditions and Safety Guidelines

Use of the following sanitary practices are always suggested;

- Self-serve or display areas should be continuously monitored in order to maintain proper housekeeping and areas safe and free of slip and fall hazards;
- Foods and condiments should be protected from contamination by being kept in covered approved containers;
- Containers should be clean or new for fresh product;
- Avoid foods, including perishable beverages, that have been sitting out for a long period of time and where food has discoloration, smells and/or is otherwise unappealing and should be removed from a serving table and replaced with fresh food product;
- Food servers must; use disposable gloves*, containers, covers, aprons, or hair caps/nets to further prevent possible contamination and frequently wash their hands;
- Wipe down surfaces and avoid cross-contamination by keeping hot foods together and cold foods together;
- Refrigerate food as necessary.
- All trash generated from the event must be collected in plastic bags and disposed of in proper waste bins.
- Watch for hot liquids to prevent possible burns.
- Be cautious with the placement of knives (any sharp objects around minors or special needs individuals).
- Organizations/Clients should check with their guests regarding food allergies/special dietary needs.
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3. Internal Potlucks

Potlucks are permissible for internal events ONLY and must meet the following guidelines:

- The meeting or event must be closed to the general public. Instead, the event is open to a specific target population.
- There can be no charge for the event.
- The event cannot be advertised to the general public.
- BBQ grills should not be brought onto District's premises for use in preparing food.

EXHIBIT D

Facility Co-Sponsorship Application



FACILITY CO-SPONSORSHIP APPLICATION

(Must Accompany Facilities Use Application and Agreement)

Date of Request: _____
Name of Outside Organization Requesting Co-sponsorship: _____
Contact Name: _____ Email: _____ Phone#: _____
District/College Employee requesting/recommending Co-Sponsorship: _____
Department: _____ Ext.: _____ Supervisor: _____
District/College employee that will be present at the event: _____ Cell#: _____
Department Administrator Approval: _____

The College President or designee will approve all co-sponsored events, typically through President's Cabinet. Please refer to the questions below to determine whether an event qualifies as "co-sponsored." Facility rental fees may be partly or fully waived however the College may request fees for A/V equipment, lighting, special set-up or supplies, or staffing. Fee waivers will not be offered to for profit organizations.

Is a Fee Waiver or Reduction Requested? Yes No

1. Is the participating organization charging a fee for participation, admission, or will anything be sold at the event?

_____ YES _____ NO

If yes, list the fees, and/or describe what will be sold at the event:

2. Can the participating organization prove a specific benefit to College students, faculty, staff or program?

_____ YES _____ NO

If yes, describe direct or indirect benefit to students, faculty, staff and/or program:

3. Can the participating organization guarantee co-branded marketing, such as fliers, posters, or press releases?

_____ YES _____ NO

If yes, name co-branded marketing pieces:

4. Is there an opportunity for the College to participate in the event (booth space, presentations, speaking to attendees, etc.)? _____ YES _____ NO

If yes, describe participation opportunities:

5. Are there any other costs the College would incur other than facility use? _____ YES _____ NO

If yes, describe how these costs will be reimbursed to the College:

6. Will the outside organization be making a profit from this event? _____ YES _____ NO

7. Is the organization affiliated with any particular political party or religious organization? _____ YES _____ NO

Total Cost of Facility Rental (from attached Facilities Use Agreement): _____

Amount of Fee Waiver or Reduction: _____

Total Amount Due: _____

College Approval: _____ Date: _____