

Facility Terms & Conditions User Agreement

Bay College facilities are available to local organizations, businesses, and the community at large for educational, training, and development purposes on a first-come-first-serve basis. All users upon booking agree to the Facility Terms & Conditions.

MAINTAINING A "BAY SAFE" ENVIRONMENT

Bay College strives to maintain a safe and healthy environment for students, employees, and visitors while on campus. Everyone on campus must follow the Bay College requirements which are based on <u>CDC</u>, local health department, and <u>MIOSHA</u> guidelines as per Board of Trustees Policy 1041. These requirements are subject to change at any time. For an updated list of Covid-19 requirements, visit <u>www.baycollege.edu/coronavirus</u>.

If feeling ill or experiencing Covid-19-like symptoms, please stay home.

ACCOUNTABILITY & SECURITY

Bay College does not assume responsibility for damages to, or loss of, any merchandise or articles left prior to, during, or following an event. Users shall be liable for any damage to buildings or equipment other than normal wear and tear, may be denied for previous improper use, and may be asked to provide proof of liability insurance. The College Administration shall be the sole judge of the college's policy on facility use and of misuse or damage to buildings or equipment.

ALCOHOLIC BEVERAGES AND SMOKE-FREE CAMPUS

In accordance with Bay College Board of Trustees Policy 1018, the consumption of alcoholic beverages is prohibited. In accordance to the Bay College Board of Trustees Policy 1025, Bay College is a smoke-free campus and the use of tobacco products is not permitted. Bay College Board of Trustees Policies can be found here.

ACCOMODATIONS FOR DISABILITIES

Bay College is an ADA compliant facility and any requests for accommodations can be sent to the Events Coordinator. Requests are to be finalized 3 business days prior to the reservation date.

BAY COLLEGE NAME, LOGO, AND IMAGERY

Use of the Bay College name, logo, and imagery may be used with written permission. Users shall not represent directly, indirectly, or by implication that Bay College endorses any product, service, presentation, or event associated with user's utilization of the premises. The name and location of Bay College may be promoted prior to and during provided sponsorship by Bay College is not implied.

CAMPUS CLOSURES

In the event of a mechanical failure, inclement weather, unavailability of Bay College personnel, utility outages, fire, windstorm, flood, war or civil insurrection, or other unforeseen circumstances beyond the control of Bay College which would close campus facilities, the contract is void or will be modified to meet facility availability.

Campus closures will be determined by 5:30 a.m. CT/6:30 a.m. ET. Closure and/or delay information will be announced on the college website and through local radio stations. Afternoon and evening closure/delays will be announced by 1:30 p.m. CT/2:30 p.m. ET. The user waives any claim for damage or compensation should this contract be terminated by Bay College for causes not under its control. The College Administration may authorize the opening of facilities in the event of extenuating circumstances.

ROOM RATES AND SERVICE FEES

Room Rates and Service Fees vary by campus location. An overview of Room Rates and Service Fees can be found here. NOTE: Revisions to attendance, time(s), date(s), and/or services ordered may incur a change to room rate and/or service fee(s).

The Room Rate is waived for In-County Non-Profits; however, if charging a fee to attend said function, a Room Rate will apply. In addition, In-County Non-Profits are charged for Services ordered which includes Catering, AV, IT Support and/or Custom Room Set-Ups.

All rooms must be vacated promptly at scheduled times per the contract. Additional Overtime Fee(s) may apply.

RESERVATON ADJUSTMENTS

Bay College reserves the right to adjust room assignments at the Event Coordinator's discretion on the basis of estimated reservation attendance and Bay College courses, activities, or events. The User/Organization will be notified if any changes are made to this agreement and/or said reservation. Bay College courses, activities, and events take precedent over external reservations.

CANCELLATION POLICY AND FEES

A \$100 cancellation fee will be applied to any group that cancels within five (5) business days of the reservation date. The cancellation request must be submitted in writing and emailed to the Event Coordinator.

COMPUTER LABS

Rental fees apply to all Users/Organizations reserving computer labs. The fee includes utilization of the entire lab, computers and access to the projector system. IT training, software installation, and support is available for an additional fee and requires a 72-hour notice. Requests can be sent to the Event Coordinator.

BESSE CENTER THEATER & GALLERY - MAIN CAMPUS, ESCANABA, MI

Contact the Events Coordinator if interested in reserving the Besse Theater and/or Gallery. Reservation requests must be received at a minimum of thirty (30) days prior to said reservation date.

Fees for the use of the theater, staff, and set-up apply to all Users/Organizations.

ROOM SET-UP

Bay College strongly suggests a detailed layout request for the event. Bay College reserves the right to approve and make changes to floor plans/room layouts and set-up requests including: seating, tables, aisle ways, catering stations, etc. to ensure safety and efficiency. Room set-up is the responsibility of Bay College.

Rooms rentals cannot exceed the max capacity. Set-up requests and number of tables can affect the max room capacity.

Fee(s) apply to all room set-up requests and are subject to change. Contact the Events Coordinator with any set-up requests and instruction.

SIGNAGE AND DISPLAYS

Prior consent and approval must be obtained to secure signage, displays, or other materials on walls. Use of nails, staples, tacks, pins, tape, glue, or adhesive on walls are not permitted (painters tape is acceptable). Displays or exhibits which require flame cannot be used. All signage and displays must be removed immediately following the event.

AUDIO-VISUAL EQUIPMENT

Special equipment and Technical Services provided by an AV Technician must be arranged with the Event Coordinator and finalized within 72-hours of the reservation date. Costs are estimates and adjustments may be made based on actual use the day of the reservation date. For specific requests or technical questions regarding Bay College AV Services, contact the Event Coordinator or the *Technical and Theater Coordinator*, Aaron Kippola e: aaron.kippola@baycollege.edu or o: 906-217-4110

CATERING – Main Campus, Escanaba, MI

Main Campus in Escanaba provides a contracted caterer from Café Bay, by <u>Wiles Food Services</u>, and has first right of refusal. Food is not allowed to be brought on to campus without the permission of the caterer. Consulting directly with the caterer is encouraged; however, all orders are to be placed through the Events Coordinator or online through Virtual EMS.

Café Bay prices are subject to change. West Campus in Iron Mountain does not have a caterer onsite and outside catering is allowed.

Catering Sales Tax

Taxes of 6% will be charged on catering orders UNLESS the User/Organization has a Michigan Sales and Use Tax Certificate of Exemption on file with the Events Department prior to the event.

Catering Cancellation Policy & Fees

Catering arrangements larger than 50 persons that are canceled within 1-week of the reservation date or arrangements under 50 persons that are canceled within 48-hours of the reservation date, will be billed in-full. Modifications can be requested within moderation up to 48-hours of the reservation date. The cancelation must be in written form and emailed to events@baycollege.edu and cafe@baycollege.edu. A call to the café is also encouraged — o: 906-217-4238

WIRELESS ACCESS

The use of the Bay College wireless network is provided free of charge to all Visitors of Bay College. Bay Visitors who require the use of Bay College Technology and/or equipment may need to set up a guest account. Guest accounts are subject to the same Bay College Board of Trustees policies as student and employee accounts. To find these policies, please refer to: 1050 Internet and Computer Acceptable Use Policy, 1051 Password and Account Policy, 1052 Peer-to-Peer File Sharing Policy, and 1053 Remote Access Policy. A guest's full name, photo ID, and phone number will be required to receive a guest account. It is suggested that all Visitors test all connections/logins PRIOR to the reservation date.

PAYMENT

Bay College accepts cash, company checks, MasterCard, Visa, and Discover as forms of payment. In special circumstances, a deposit may be required. Payment is expected within thirty (30) days of receipt of the invoice. An invoice will be issued following the date of the reservation. Payment will not be accepted prior to the reservation date.

Payments may be made in person at the Cashier's Office, mailed, or over the phone.

Mail Checks to:

Bay College C/O Cashier's Office 2001 N Lincoln Road Escanaba, MI 49829

Include the Reservation Number in the memo line.

Questions or to make a payment with a credit card over the phone, contact the Cashier's Office: 906-217-4062 during business hours.

QUESTIONS?

Contact the one of the Event Department Team Members for assistance.

Event Coordinator: Main Campus, Escanaba e: events@baycollege.edu or o: 906-217-4040

Event Coordinator: West Campus, Iron Mountain e: bcwevents@baycollege.edu or o: 906-302-3000

Caterer: Café Bay by Wiles Food Services – Available at Main Campus, Escanaba

e: <u>cafe@baycollege.edu</u> or o: 906-217-4238 w: <u>http://wilesfoodservices.com/index.html</u>

Cashier's Office: Main Campus, Escanaba

e: nelsonc@baycollege.edu or o: 906-217-4062

Besse Theater: Main Campus, Escanaba

e: scott.breault@baycollege.edu or o: 906-217-4110