Evergreen Valley College Facility Terms and Conditions

1. A completed application must be submitted to the Administrative Services office 4 weeks in advance of the proposed event. The application must be completed in full and returned with a $25 non-refundable application fee. The $25 application fee must be received to process the application.

2. All groups using EVC facility must complete an application. There may be no advertisement or usage of the school property until the event is approved by Administrative Services.

3. Business Services Coordinator will determine availability of the particular site and whether an applicant is approved or denied; however, permission to use EVC facilities shall not be based on the viewpoint or message of the applicant group. The final contract may be canceled by the Vice President of Administrative Services or designee at their discretion.

4. Applicants may not be transferred from one group to another. Cancellations must be made at least 48 hours prior to the scheduled event.

5. Applicants are to pay Evergreen Valley College in full and in advance, according to the final contract. Charges must be paid five working days prior to use of facilities; failure to do so will risk cancellation of this request. Fees are based upon costs of utilities, supplies, maintenance, custodial services and other personnel costs. In some instances, labor required by EVC staff is a larger volume, or requires more staff than originally estimated, or facilities are used longer than agreed. In these cases the renter will be contacted by Business Services, and a Final Billing will be sent to the renter for the additional charges. Final billings must be paid within 30 days of the event.

6. An EVC site supervisor/representative shall be on duty when the facility is open for use. He/she will be responsible to the EVC system. The renting party will follow his/her directions on appropriate use of facilities.

7. All activities must have appropriate adult supervision. The user will assume full responsibilities and/or EVC owned equipment that occurs during use.

8. The Vice President of Administrative Services at his/her discretion may require uniformed security officers from the District Police or San Jose Police Department for any event. Police protection, if needed, must be paid for by the group renting the EVC facility. The officers will take such measures as needed to protect the public and the EVC property while in their possession. You will result in loss of future use of EVC facilities, if failure to cooperate with law enforcement.

9. Renter shall meet the requirements of Section 20.30.700 of the City of San Jose Municipal Code, maximum sound level shall not exceed 55 decibels at the college property line.

10. Use or possession of tobacco, alcoholic beverages, drugs, and weapons are prohibited. Gambling, any disorderly act is also prohibited.

11. Concession rights will be reserved for EVC when facilities are used. The Vice President of Administrative Services may waive this right to the applicant. Parking situation will be determined on a rental to rental bases

12. Fields cannot be used during inclement weather or at other inappropriate times.

13. In the event of an emergency, Vice President of Administrative Services is authorized to use their discretion for cancellation of events, (ex. inclement weather). ***If EVC is closed due to weather, emergency, etc., all events and rentals are canceled until EVC is officially reopened.***

14. Applications for the use of facilities for the following academic year may be made at any time, but may not be confirmed until after July 1st. Once a contract has been signed, the District will make every attempt to honor the contract, but instructional needs come first, and the District reserves the right to cancel a contract with cause at any time. If the District cancels the use of the facilities, all fees will be refunded.
15. The applicant agrees to indemnify and hold harmless to EVC, and all their officers, employees, and agents from any and all claims, demands, suits, causes of each action, or judgments an person had, now has, or may have in the future against the event which is subject to this agreement. Evergreen Valley College assumes no liability for personal injury suffered by reason of the use of such EVC property pursuant to the facility use agreement.

I have read and agree to abide by the rules and regulations governing facility use in Evergreen Valley College

I agree to be billed for any additional hours utilized but not listed on the final contract.