



Policy Number:	CS-1701-1972
Policy Title:	Third Party Use of Facilities
Policy Owner:	Chief Business Development & Ancillary Services Officer
Effective Date:	April 1972
Last Revised:	October 19, 2017

1. Purpose

The purpose of the policy is to govern the use of Facilities, including the rental of Facilities, as operated by the Business Development and Ancillary Services department and its representatives.

2. Application and Scope

This policy applies to all Mohawk College campuses, including the Institute of Applied Health Sciences (IAHS), where space is managed by Mohawk College, and where Facilities may be rented to or otherwise made available for use by Third Parties (including Events, Commercial Activities, and Filming and Photography). Facilities belonging to the Mohawk Students' Association or the David Braley Athletic and Recreation Centre are excluded from this policy.

3. Definitions

"Commercial Activities" means activities of a primarily commercial nature, including operating a business, engaging in any other activity for marketing, sales, or profit purposes. Commercial activity does not include an activity carried on by Mohawk College or other agents of Mohawk College.

"Event" means an activity such as an exhibition, show, concert, festival or promotional or sporting event, and similar activity of short duration, or any other organized activity by an external group, and does not include any Commercial Activity.

"Facilities" means the rooms and/or interior and/or exterior lands and spaces managed and maintained by Mohawk College, including those made available by Mohawk College for rental [but excluding facilities belonging to the Mohawk Students' Association or the David Braley Athletic and Recreation Centre].

"Filming and Photography" refers to that which is carried out by external production organizations.

"Rent" means a right to use a space, on agreed upon terms and conditions, whether the term used is "booking", "rental", or some other variation of these terms, and whether or not any payment is made to Mohawk College for the use of the space.

“Rental/Use Agreement” means an agreement entered into for the Rental or other use of the Facilities as more particularly described in section 5.

“Signs” or **“Signage”** means interior and exterior posted notices, either temporary or permanent, including road markings, erected to serve as information, direct traffic or prohibit activities on campus.

“Third Party(ies)” refers to the person(s) who have entered into a Rental/Use Agreement with the College for use of Mohawk College’s Facilities, as authorized by Mohawk College and/or any individual or organization wishing to conduct an event or organized activity in those Facilities.

4. Principles

Mohawk College will use reasonable efforts to accommodate requests for use of Facilities. Use of Mohawk College’s Facilities is subject to all Mohawk College policies, procedures and insurance requirements (see below for details). No one may engage in commercial activity or solicitation on Mohawk College property without the permission of the College. Users of the Facilities are obligated to abide by all applicable laws, regulations, rules, by-laws, processes, and policies, including this policy. Third Parties shall be responsible for the conduct and supervision of persons they admit to the Mohawk College Facilities.

Mohawk College respects the right to freedom of expression and will comply with the Ontario Human Rights Code. Mohawk College reserves the right to ensure that any use of Facilities does not compromise Mohawk College’s or the Mohawk College community’s activities as well as the safety and security of persons and Facilities. Any user of Facilities with questions or concerns regarding the balancing of these interests should contact the Chief Business Development and Ancillary Services office for guidance.

Mohawk College is committed to barrier-free access, meeting or exceeding standards for accessibility, as set out in the *Accessibility for Ontarians with Disabilities Act*.

5. Accountability and Compliance

5.1 Accountability Framework

This policy has been approved by the Senior Leadership Team.

5.2 Compliance

The Chief Business Development and Ancillary Services is responsible for monitoring the effectiveness of this policy.

6. Rental/Use Agreements

All Third Parties using Mohawk College’s Facilities will be required to complete a Rental/Use Agreement. The Rental Agreement will address the following:

- Term of agreement;

- Rental charges and applicable costs, if any;
- Cancellation/termination of agreement;
- Consequences of cancellation/termination;
- Compliance with all applicable laws and policies etc. relating to the Third Party's use of Mohawk College Facilities;
- Insurance and liability requirements;
- Rules concerning Signs, advertising, merchandizing etc.;
- Use of Mohawk College intellectual property, if any;
- Hours covered by the agreement;
- Liquor regulations;
- Security and policing;
- Traffic and parking;
- Safety and emergency procedures;
- Use of filming and photography;
- Use of caterers, if relevant;
- Smoking; and
- Nuisance, noise and property damage.

7. General

- a. All Third Parties using Mohawk College Facilities will be required to meet the College's minimum insurance requirements. Those that do not comply with these requirements will not be allowed to use Mohawk College's Facilities.
- b. Third Parties agree to use Facilities only for the purpose described in the Rental/Use Agreement.
- c. Third Party(ies) are obligated to maintain the cleanliness and orderliness of Facilities they use, and may be subject to (additional) charges if the Facilities are found in poor condition.
- d. Facilities shall not be used for inciting hatred against an identifiable group, contrary to the Criminal Code of Canada and Ontario Human Rights Code, under any circumstance.
- e. No alcoholic beverages are allowed in any Facilities on campus without written permission of Mohawk College and in compliance with Mohawk College's liquor license.
- f. External catering for Events is not permitted. All catering must be pre-arranged with Mohawk College catering services.
- g. In no way shall the activities of users of Facilities, their agents or attendees, obstruct or disturb academic or other operations of Mohawk College.

- g. Mohawk College reserves the right to cancel, without recourse, any planned use of Facilities and any Rental/Use Agreement in the event of extreme weather, College-wide closure, or at the discretion of the President or Chief Business Development and Ancillary Services Officer. Mohawk College reserves the right to make changes to the Facilities and will notify Third Party(ies) accordingly.
- h. Where, in the opinion of the President of Mohawk College and advisors, provision of Facilities to a particular group could give rise to a dangerous and undesirable situation, such rental may be refused and no reason need be given. Such instances would be rare and all aspects of the situation thoroughly explored before a decision is made.
- i. All Third Parties using Mohawk College's Facilities are required to be aware of, and comply with, all relevant Mohawk College policies and procedures, including those referred to below under 'Specific Links.'

8. Disruption Mitigation

The use of Mohawk College's Facilities must not interfere with or impede academic activities, whether scheduled or not, and must be coordinated with all activities (academic and otherwise) occurring in the affected areas, so as to minimize disruption, and if disruption is inevitable, to mitigate such disruption, including clear and wide prior communications regarding any disruptions, proper traffic and parking control, ensuring access to buildings and facilities, and reasonable noise control.

9. Policy Revision Date

9.1 Revision Date

October 2019

9.2 Responsibility

The Chief Business Development and Ancillary Services will review this policy every three years or earlier when required.

10. Specific Links

CS-1100-1985 Traffic and Parking Regulations Policy

CS-1101-1986 Smoke-Free Environment Policy

CS-1102-2016 CCTV Surveillance Policy

CS-1401-1979 Health and Safety Policy

CS-1502-2002 Information Technology – Use and Security Policy

CS-1700-1976 Commercial Activities on College Property Policy

GC-4300-2013 Accessibility (AODA) Policy

GC-4301-1982 Human Rights Policy

CRP152 Media Relations Procedure

ERP805 Emergency Evacuation Procedure

ERP809 Emergency Lockdown Procedure

Accessibility for Ontarians with Disabilities Act

<https://www.ontario.ca/laws/statute/05a11>