



# Campus Police Department

6200 West CTE  
Killeen, TX 76549  
Phone: 254-526-1427  
Fax: 254-526-1396

## APPLICATION FOR PEACEFUL ASSEMBLY/ EXPRESSIVE ACTIVITY (Return completed application to Police Department)

---

### EVENT REQUESTED/HOSTED BY:

FULL NAME:

Contact Address:

Contact Phone Number:

Contact Email Address:

Name of CTC Entity/ Outside Entity / Student Group:

Event Name / Event Type:

Desired Event Location: Building / Room: Outside (where)\*:

\*NOTE THAT THE CTCD RESERVES THE RIGHT TO MODIFY WHERE THE EVENT WILL TAKE PLACE, THE TIME, AND THE MANNER OF THE EVENT AND AS SUCH, THE EVENT TIME, PLACE, AND MANNER MAY BE CHANGED

Event Date:

Start Time:

End Time:

Estimated Number in Attendance to include participants:

List all equipment being requested

---

---

Event Representative Name (Print)

Event Representative Signature:

Date Signed:

Police Department Representative:

Date Signed:

**To be filled out by CTCD Police Department:**

Number of Officers Required by Police Department: \_\_\_\_\_

Estimated Cost for overtime for Officers @ \$35.00 per hour \_\_\_\_\_

Date paid: \_\_\_\_\_

Cost Waived by Deputy Chancellor, Finance & Administration: \_\_\_\_\_

Approved / Denied (Circle One)

Officer Costs Paid in Advance **REQUIRED**

**A. TOTAL COST TO BE COLLECTED IN ADVANCE OF THE EVENT:**

Costs: With some exceptions, events held during regular college operating hours, (Monday – Thursday 7:30 am – 5:30 pm; Friday 7:30am – 11:30am) shall not be charged a fee for Police/Safety Officer presence.

- a. All events held outside of normal business hours will be charged at the rate of \$35.00 per hour, per required Police/Safety Officer presence.
- b. Speakers on Campus may be charged a Police/Security Officer fee as set forth in the application for peaceful assembly. Determination to be made based on the anticipated need for, and number of, Police/Safety Officers, and relevant history of compliance or noncompliance to this policy and all CTCD policies, by those requesting a peaceful assembly. Determination to be made by the CTCD Police Chief and the Chancellor or his/her designee.
- c. Speakers on Campus may be charged the current facilities use fees as set by the College and may consider proposed venue, expected size of audience, anticipated need for campus security, necessary accommodations, and relevant history of compliance. Such facility use fees can include, but are not limited to room rental costs, equipment use charges, set-up and take-down fees, and reasonable fees for special accommodations as needed for the expressive activities or peaceful assembly. Determination to be made by the CTCD Associate Deputy Chancellor, Facilities and Construction and the Chancellor or his/her designee.
- d. Speaker and/or peaceful assembly holder shall be responsible for repair or replacement, at CTCD’s discretion, of all damaged CTCD personal and real property.
- e. Fee determination shall not take into consideration the content or viewpoint of the

speaker and/or peaceful assembly and shall not take into account any anticipated controversy associated with the speaker and/or peaceful assembly.

- f. An estimated charge will be generated at the time of this application and all fees must be paid in advance for event approval.

**B. Prohibited Acts on all CTCD Campuses, Premises and Facilities:**

- No use of any tobacco product, including electronic cigarettes except for inside the enclosed cab of a personally owned vehicle;
- No alcoholic beverages or drug sales, possession or use;
- No unauthorized weapons
- Illegal activity or disorderly conduct;
- No political fund raising or advertising activities on Campus;
- No fighting;
- No unauthorized vehicles on grass: all vehicles must remain on paved roads and be parked legally;
- No use of Campus grounds, premises and facilities as a restroom;
- No trash or litter left behind following peaceful assembly or expressive activity;
- No concessions of any kind (food or drink); and
- No marking or graffiti on Campus grounds or buildings, premises or facilities.

**C. Required Acts:**

- Leave buildings, rooms, courts, grounds, fields and equipment (i.e. room, grass, fences, bleachers, sidewalks, trash cans, etc.) in good condition;
- Immediately notify CTCD Police of any issues or concerns, to include CTCD property damage or personal injury to anyone;
- Be respectful of CTCD students, employees and property;
- Use Gun-Free Zone signs in required areas as directed by CTCD Police Department;
- Adhere to the requirements set forth in Safety Policy 185 found at <http://www.ctcfacstaff.ctcd.edu/faculty-staff/risk-management> .

**D. Grievance Procedure / Appeal:**

- a. Denial of an application, complaint of a violation of expressive activities, or withdrawal of consent, prior to the peaceful assembly or expressive activity may be appealed by sending a written request to the Chancellor or his/her designee for review;
- b. The appeal must be in writing and signed by the applicant for peaceful assembly or speaker;
- c. The appeal shall fully explain the need for the exceptions to this policy and/or the steps that will be taken to ensure violations of policy and/or law do not occur.
- d. The appeal shall be delivered to the Chancellor or his/her designee within ten (10) business days of receipt of the notice denying or withdrawing consent for the peaceful assembly. The notice shall be deemed received on the date it was hand delivered, on the date recorded as delivered by the US Post Office or other courier when proof of delivery is utilized, the date it was sent by e-mail with delivery receipt, or on the fifth

(5<sup>th</sup>) calendar day following the date of the notice if such notice is sent regular US mail;

- e. Decisions of the Chancellor or his/her designee of the appeal shall be rendered within three (3) business days of submission of all information needed to make a decision and written notice shall be provided to the peaceful assembly applicant or speaker in a manner designed to notify them as soon as possible;
- f. All decisions of the Chancellor or his/her designee hearing the appeal shall be final.
- g. Immediate withdrawal of consent during the assembly does not apply to this appeal process.

Be available to answer any questions the Chancellor or his/her designee may have about your event.

**Note: The date of the event may have to be delayed pending appeal decision and the time and place of the event may be revised due to availability.**

## PROMISSORY NOTE

I, the undersigned, understand and agree that peaceful assembly or expressive activities event requests are to be submitted to the CTCD Police Department at least seven (7) calendar days in advance of the event to help ensure the desired time, date and location of the event is available.

I understand and agree that all estimated fees must be paid at least 24 hours prior to the event, and depending on the event there could be additional charges for Police Officer presence, facilities use, and/or damage to CTCD personal or real property.

Cancellation must be made at least twenty-four (24) hours before the event. If no cancellation is received within this twenty-four (24) hour deadline, I, the undersigned event representative, understand and agree that I will pay a two (2) hour charge for each officer assigned to work if such fees have been charged for the event.

I expressly understand and agree that I shall be financially responsible for all damage to CTCD personal and real property.

**I further expressly agree that by signing below I am creating a promissory note to CTCD for payment in full and should I fail to pay such costs as agreed herein, I further agree to pay for any and all costs CTCD may incur to collect the funds owed, to include collection fees, interest, and attorney fees and costs. I acknowledge and agree that by signing, I am giving up legal rights to contest the amount due and I have had an opportunity to discuss this Agreement and Promissory Note with an attorney, should I so choose.**

\_\_\_\_\_ Print Name: \_\_\_\_\_  
Participant Signature (Must be at least 18 years of age)

Date: \_\_\_\_\_

# Central Texas College District WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration for hosting or participating in the \_\_\_\_\_ on Central Texas College District’s Central Campus, Killeen, Texas on \_\_\_\_\_, 20\_\_ [hereinafter “Event”] and in full recognition and appreciation of the possible dangers and hazards inherent in the various activities associated with Event including, but specifically not limited to all known and unknown possible injuries associated with Event and automobile or motorized vehicle activities, medical attention and administration of medicine [hereinafter collectively “Activities”], **I hereby agree to and do assume all of the risks and responsibilities arising out of participation in or viewing of Event and all Activities, and any other activities undertaken as an adjunct thereto, including but not limited to motor vehicle incidents, medical care or administration of medication.**

**I hereby expressly do for myself, my heirs, assigns, and personal representatives indemnify, defend, waive, release, and discharge** Central Texas College District and all of its Officers, Trustees, Directors, employees, faculty, volunteers, and agents from any and all claims, demands, actions, or causes of action, to include negligence, that may arise as a result of any acts causing property damage or personal injury or death as a result of my participation in or viewing of the Event and/or Activities including, but specifically not limited to motor vehicle incidents, accidents, medical care, or administration of medication.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS AND UNDERSTAND THAT BY SIGNING I AM GIVING UP SUBSTANTIAL RIGHTS. I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, INTENDING MY SIGNATURE BELOW TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IT IS MY INTENTION AND DIRECTIVE THAT THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT SHALL BE IN EFFECT WHENEVER, AND AS LONG AS, I AM PARTICIPATING IN THE EVENT AND/OR ACTIVITIES ASSOCIATED THEREWITH.**

\_\_\_\_\_ Print Name: \_\_\_\_\_  
Participant Signature (Must be at least 18 years of age)

Date: \_\_\_\_\_

\_\_\_\_\_ Print Name: \_\_\_\_\_  
Parent/Guardian Signature for Minor Participants Only (Must be legal Guardian)

Date: \_\_\_\_\_

\_\_\_\_\_ Print Name: \_\_\_\_\_  
Parent/Guardian Signature for Minor Participants Only (Must be legal Guardian)

Date: \_\_\_\_\_