



# 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, Building 137)

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### 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 CTC 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

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APPLICATION FOR PEACEFUL ASSEMBLY

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: All events held during regular business hours, (Monday – Thursday 7:30 am – 5:30 pm; Friday 7:30am – 11:30am) shall not be charged a fee for Police/Security Officer presence.

- a. All events held outside of normal business hours will be charged at the rate of \$35.00 per hour, per required Officer.
- b. CTCD Police shall determine the number of Officers needed based on the estimated number of participants, location of event, past compliance with CTC Peaceful Assembly requirements and other CTC policies, and not on the subject matter to be discussed at the event.
- c. An estimated charge will be generated at the time of this application and all fees must be paid in advance for event approval.
- d. Should the event last longer than anticipated, there will be additional charges at this same rate as follows:
  - If the event is held outside of regular business hours it will require CTC Police over time - \$35.00 per Police/Safety Officer, per hour.
  - The event begins during regular business hours but extends into non-regular business hours - \$35.00 per Police/Safety Officer, per pro-rated hour:
  - The event lasts more than fifteen (15) minutes beyond end time, pro-rated Police/Safety Officer costs will be charged in 15 minute increments:
    - 1-15 minutes beyond end time - no charge;

- 16 -30 minutes beyond minutes pro-rated charge of \$35.00 per each Police/Safety Officer end time – 30 minutes pro-rated charge of \$35.00 per each Police/Security Officer;
- 31 – 45 minutes – 45 minutes pro-rated charge of \$35.00 per each Police/Safety Officer;
- 46 – 60 minutes – 1 hour charge of \$35.00 per each Police/Safety Officer; etc.
- Each event lasting more than one hour beyond the scheduled end time shall be charges an additional 1 full hour rate of \$35.00 per officer for each portion of an hour beyond the first over time hour:
  - 61-120 minutes – an additional \$35.00 per Police/Safety Officer
  - 121-180 minutes – another \$35.00 per Police/Safety Officer, etc.

**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 CTC students, employees and property;
- Use Gun-Free Zone signs in required areas as directed by CTC Police Department;
- Adhere to the requirements set forth in Safety Policy 185 found at <http://www.ctcfacstaff.ctcd.edu/faculty-staff/risk-management> .

**D. Appeals Process for Denied Events:**

- a. Denial of an application or withdrawal of consent for peaceful assembly or expressive activity may be appealed by sending a signed written request to the Chancellor or his/her designee for review within ten (10) business days of the denial of the event.
- b. A withdrawal of consent may be appealed by sending a signed written request to the Chancellor or his/her designee within ten (10) business days of the denial of the event, fully explaining the reasons for the violations of this policy and the steps that will be taken to ensure further violations do not occur.

- c. Within three (3) business days of receipt of a written appeal, the Chancellor or his/her designee shall review and consider the appeal made by the appellant, and as necessary, any corrective measures and determine whether to grant/reinstate permission for the Peaceful Assembly. The Chancellor's or his/her designee's decision is final.
- d. 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 CTC 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 CTC 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 CTC 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: \_\_\_\_\_