

COMMUNITY USE OF SCHOOL PROPERTY AND FACILITIES

New Hanover County Board of Education supports greater community involvement in public schools through the use of school property and facilities by individuals and organizations. The Superintendent or designee shall enter into contracts or refer the matter to the Board for decision. The following shall apply:

1. All school facilities and property shall be used primarily for school activities and programs. School groups such as students, teachers, and parent support organizations shall be given first preference on the use of school property or facilities. No charge will be required of school sponsored or parent support organizations. Additionally, only staff fees would be charged to the film industry.
2. The Minnie Evans Performing Arts Center shall be available for rental to organizations outside of the school system to be used only for performing arts. Rental information and technical specifications can be found on the New Hanover County Schools website at www.nhcs.net.
3. The rental of Brogden Hall shall be available only for athletic events that do not require modification to the facility, and outside use shall be for non-profit entities and governmental agencies.
4. Auditoriums, cafeterias, and other portions of school property may be used when such use does not interfere with regular and special activities sponsored by New Hanover County Schools, and provided that:
 - a. The conditions, requirements, and charges for said usage are put in the form of a written contract signed by the Superintendent or designee and signed by a responsible adult representing the organization using the school property or facility.
 - b. All concessions, unless specifically stated, will be vested in each school where programs or activities are held.
 - c. The lessee obtains Commercial General Liability or Special Events Coverage so that the Board of Education shall in no way be held liable for any damages or injuries. The insurance policy and certificate must be in form satisfactory to the Superintendent or designee. A certificate from an insurance company licensed to do business in North Carolina naming the New Hanover County Board of Education as an additional insured with a corresponding endorsement to the policy, if necessary to provide coverage, providing applicable liability in a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, must be presented to the facility use coordinator 30 days in advance of the event.
 - d. Staff employed by the New Hanover County Schools assigned to the requested site is available on the dates requested.
 - e. All fees are paid 30 days in advance. If multiple dates are scheduled, full payment is due 30 days prior to the first scheduled event date.
 - f. The lessee agrees to have an adult representative of the sponsoring organization on hand, with documentation authorizing use of school facilities, at all times when school facilities are being used, and such person is to be responsible to see that all New Hanover County Schools Board policies and regulations are adhered to. The lessee must provide the name and contact information for the responsible person 30 days in advance.

A contract shall not be signed or a reservation confirmed until all of the above are obtained.

5. Due to the School Board's concern for the safety and welfare of students and spectators and care of school property at events, it reserves the right to deny the use of public school buildings and property for events that by their nature, type of performance, equipment or personnel, may result in overcrowding, lack of crowd control, fire hazards, criminal violations, or damage to buildings or property.
6. Any lessee permitted to use school facilities will cooperate fully at all times with the Superintendent or designee, the fire and police departments, and their designated agents or employees. Once an applicant has signed a contract to use any school building or property, the contract may be revoked by the Superintendent or designee at any time prior to or during the use by lessee of the said premises if, in the opinion of the school official, the health, safety, or the welfare of persons or the proper preservation and care of school building or property is threatened or jeopardized. Special permits required by applicable governmental agencies are the responsibility of the lessee and must be presented with the signed contract.
7. Upon receipt of the contract signed by the lessee and Superintendent or designee, the event will be confirmed. If the lessee needs to cancel the event, the lessee must contact the facility use coordinator at a minimum of 7 business days prior to the event. Failure to contact the facility use coordinator for cancellation at least 7 business days before the scheduled event date shall result in the automatic forfeiture of rental fees. This requirement can be waived by the Superintendent or designee in their discretion for extenuating circumstances beyond the reasonable control of the lessee.
8. The rate of pay for custodial services shall be consistent through the county schools for the use of facilities by lessee, and staff should only be paid through the New Hanover County Schools payroll function. Pay for such services shall be in accordance with proper finance and accounting procedures.
9. Use of tobacco products, alcoholic beverages, illegal drugs or obscene or profane language will not be allowed on school premises or property at any time.
10. Advertisement for events cannot be placed on New Hanover County Schools property during school hours or school functions more than 24 hours before the event begins. All signage must be removed immediately following the event.
11. No school property or facility shall be used by lessee beyond twelve o'clock midnight without the prior approval of the Superintendent or designee. The event setup, cleanup, and breakdown are to be completed within the contracted time frame. Events must conclude by 11:00 p.m., with cleanup beginning immediately afterwards.
12. The Board shall be provided a log of contracts entered or agreed upon by the Superintendent or designee on an annual basis.
13. All policies of the Board regarding the behavior of students or persons on school premises during school hours shall apply to students and persons using such premises after school hours.
14. A schedule of fees can be found on the New Hanover County Schools website at www.nhcs.net. These fees do not include fees for damages to facilities and furnishings. Additional fees may be assessed for damages.

15. No kitchen facility shall be utilized without a New Hanover County Schools Child Nutrition employee present. An additional hourly staff fee will be charged. There shall be no food or beverages served or consumed except in the cafeteria or other approved areas.
16. Future rentals will not be authorized until damages are paid in full.
17. The Superintendent or designee has the right to require the lessee to provide security. The Superintendent or designee will determine the type of security required (i.e., private or public). The cost of the security will be the responsibility of the lessee.
18. No modifications, improvements or alterations may be made to New Hanover County School property without prior written approval of Superintendent or designee.
19. Lessee shall abide by New Hanover County Schools Board Policies and New Hanover County Schools Facility Use Procedures.
20. To the maximum percentage permitted by law, the lessee shall indemnify, defend and save harmless the New Hanover County Board of Education, its members, employees and agents from and against all liability, loss, cost, claim, damages, expense, judgments and awards, including reasonable attorney's fees, which may be imposed upon, incurred by or asserted against the New Hanover County Board of Education arising from lessee's members', employees', and/or agents' use of said premises and building.
21. The Superintendent or designee shall develop written guidelines to place limits on the length of use of facilities by lessees and to allow for the rotation of use of facilities to mitigate the impact of facility use and provide equitable access by lessees.

Adopted: 10/07/75

Revised: 12/03/96

Revised: 09/14/04

Revised: 04/07/08

Legal References: NCGS 115C-203, et. seq. and 115C-524

Nationalist Socialist White People's Party v Ringers, 473 F. 2d. 1010

New Hanover County Schools, Wilmington, North Carolina