## **POLICY**

## Carlstadt-East Rutherford Regional Board of Education

Section: Property 7510. USE OF SCHOOL FACILITIES Date Created: April 2004

Date Edited: January 2020

7510- USE OF SCHOOL FACILITIES

Rules and conditions governing the use of all facilities of the Carlstadt-East Rutherford Regional High School District:

- A. A Contract shall be obtained from the Board Office, completed and returned to the Board Secretary as far in advance of the requested date, as possible and executed by Lessee to insure reservation of date requested.
- B. All organizations or groups, requesting the use of the facilities are responsible for submitting a certificate of liability insurance prior to the use of the facility. Organizations/groups who have been granted approval to use school facilities must submit liability insurance (combined single limit with \$1,000.00.00) to the Board of Education no later than two weeks prior to the event.
- C. All faculty members requesting use of any facility shall obtain written approval from school Principal prior to use.
- D. The Board of Education must review such applications individually and shall give first preference to district civic-sponsored organizations. The type of organization, the facilities required, purpose for use of facilities, whether admission is charged, dates and times requested, shall all be considered.
  - 1. In weighing all of the above considerations, the general policy shall be that any outside organization which requests use of the facilities for a fund-raising event and assesses an admission charge, shall pay a rental charge.

## Fee Schedule

- a. The fee for the Performing Arts Center rental shall be \$3,400 per performance, which includes the following: Heat, air conditioning, lights, custodial fees, auditorium, piano and organ. Any additional rooms at rate of \$550.00 per room per performance.
- b. Additional Fees
  - (1) Any event including but not limited to Dance Competitions that requests more than eight hours but less than twelve hours rental time on same day will be billed for one and one half performances. More than twelve hours on same day will be billed for two full performances plus any other additional fees

- (3) Traffic/Security services –Billed at \$25 per hour must scheduled with the Business Administrator two weeks prior to event. Amount of Security Personnel to be determined by the School Business Administrator. Traffic/Security services will be billed on final invoice.
- c. The fee for rental of Cafeteria is \$1,800 per night. Gymnasium shall be set at \$2,000 per night, inclusive of custodial fees where said rooms are the primary facility for intended use.
- d. A rental fee for rehearsal shall be levied at the rate of \$100.00 per hour with a minimum of \$400.00 per night, inclusive of custodial fees.
- e. All fees are payable two weeks in advance to the Carlstadt-East Rutherford Regional Board of Education, in the amount of one-half of the rental fee. Final payment MUST be made one week after performance.
- f. Fee for the second performance given on the same day shall be \$1,700 plus appropriate room charges.
- 2. The Board policy shall be that district civic-sponsored organizations or groups who wish to use the facilities for a program or activity which is deemed appropriate and to which no admission is assessed shall not be charged a rental fee.
- 3. The Board of Education will assume the cost of a cafeteria worker for any school sponsored organization requesting to use the cafeteria.

NOTE - The Partners In Education Association is exempt from all rental fees; however, they must provide the Board of Education with a certificate of liability insurance as stated above.

Each request shall be evaluated separately and awarded at the Board's discretion.

- E. The Board reserves the right to cancel or reschedule an activity at any time if the facility is required for a school-sponsored activity upon seven calendar days notice to Lessee.
  - 1. The Board reserves the right to cancel or restrict the use of any or all activities of any organization using school facilities at any time should they fail to comply with agreed policy regarding such use.
- F. No grant of permission to use school building or property shall carry with it any right to exclude members of the Board of Education, or any representative thereof from the property and of these shall have full and free access to any part of the building and grounds at all times.
  - SUPERVISION A Lessee shall designate a person in charge and shall be present at all times during use of facility at all events.
- G. This policy is to be attached to any and all letters sent out regarding the use of the school facility.
- H. Care and Use of School Building
  - 1. NO SMOKING IS PERMITTED IN THE BUILDING. Sponsoring organizations using the school facility are fully responsible for restricting smoking to the outdoors.
  - 2. NO ALCOHOLIC BEVERAGES ARE ALLOWED ON SCHOOL PREMISES. Violation

of this rule means revoking any future use of the school facility.

- 3. ONLY AUTHORIZED SCHOOL PERSONNEL are permitted to operate or use any equipment owned by the Carlstadt-East Rutherford Regional Board of Education; i.e. light panel, sound and microphone.
- 4. NO leather or hard-soled footwear is permitted on the gymnasium floor.
- 5. If any equipment other than the bleachers is needed in the gymnasium by any Lessee, the gym floor MUST be protected by a canvas or heavy-quality plastic covering approved by the Board Secretary.
- 6. All breakage and/or damage to school property or equipment shall become the liability of the user and shall be deducted from security. Any amount in excess of security shall be the responsibility of the Lessee.
- 7. Refreshments may be served only in the cafeteria and only with prior Board approval. NO Food NOR drink is permitted elsewhere in the building. No vendor will be permitted to sell food or soft drinks on school grounds.
- 8. NO decorations of any kind, unless approved by the administration will be permitted. Nails, screws, nor hooks are to be used anywhere, nor may anything be attached to drapes, walls, cyclorama, etc., in any way.
- 9. The building will be under the supervision of the building custodian who IS TO ENFORCE THE RULES AND REGULATIONS ESTABLISHED BY THE BOARD OF EDUCATION.
- 10. Lessee shall post a \$1,650.00 security within two weeks of use of facility to be refunded within seven days of completed performance upon satisfactory compliance with this policy.
- I. The following information must be provided in all instances:

Names of persons who will be present and supervising activity.

- J. The Board of Education is not responsible for personal injuries or for lost or stolen articles belonging to the Lessee or any of its guests.
- K. If corporation make application, names and addresses of President and Secretary must be provided and guaranteed individually.
- L. Lessee agrees to indemnify and hold harmless the Board from any and all liabilities, claims, suits, actions or other obligations arising through or out of the use of the facilities. The Board shall be permitted to defend against, settle, pay, compromise or take any other action in connection with any liability, claim, suit or other obligation covered by this paragraph, in Lessee's name and on Lessee's behalf. Lessee agrees to give the Board prompt written notice of any such liability, claim, or suit covered by this paragraph, and being asserted against Lessee as soon as Lessee becomes aware of same and advise the Board of the status of any liability, claim, or suit covered by this Agreement.

Lessee will promptly discharge any judgment or lien rendered against the Board by virtue of any liability, claim, or suit.

M. Lessee hereby agrees to abide by all Rules and Regulations as set forth in Policy No. 3515 and as set forth in the contract between the parties.

N.J.S.A. 18A:20-20; 18A:20-34

Adopted: 13 November 2019

© 2020 Strauss Esmay Associates, LLP 1886 Hinds Road, Suite 1, Toms River, NJ 08753 ph: (732)255-1500 fax: (732)255-1502