

### Use of School Facilities

Since our schools belong to the people of the school district and since our plant facilities are established, maintained, and operated by funds largely provided by local taxes, it is the intention of the Bon Homme School Board to protect those assets entrusted to it. It is the Board's intention to grant the use of school facilities for activities of a cultural, educational, civic, social, recreational, governmental, and general political nature which are to be sponsored by responsible, recognized local persons, organizations, agencies, or institutions as recognized by the Bon Homme School Board. The Board reserves the right to negotiate separate contracts for any or all uses, to cancel any such contract without liability and to determine a rental and maintenance fee schedule. No use of school facilities shall be contrary to the laws of our state, the ordinances of our cities and county or other policies of the Bon Homme School Board. Legal Reference: SDCL 13-24-30

**Application:** Application forms for the use of Bon Homme #04-2 school facilities may be obtained in any school office. Individuals completing the application for use of school facilities must be at least 21 years of age. Any fees for the use of the building are to be computed and paid at the time the agreement is executed with the principal and are to be deposited by the Business Manager in the General Fund of the District.

1. All applications must be approved by the Building Principal of the building in which the desired facility is located.
2. The Activity Director must verify the facility is available.
3. The applicant may then make arrangements for keys and fees (if any).
4. All forms will be filed with the Business Manager.

**Keys:** Keys are to be requested and checked out during school hours and returned on or before the first school day following facility usage. Failure to return the key will result in a \$1.00 per day charge until the key is returned. Loss of the key will result in the cost of changing locks and/or replacing keys to be billed to the party signing the application form.

**Tabor and Springfield Facilities** - Check out keys and pay fees (if any) in the Principal's Office.

**Tyndall Facilities** - Check out keys and pay fees (if any) in the Business Office.

**Prohibited Activities:** Prohibited activities include promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision which advocates governmental change by violence. Any activity that may violate the canons of good morals, manners, taste, or be injurious to the buildings, grounds, or equipment is prohibited. Prohibited activities include events which are discriminatory in the legal sense and any activity which would result in drug, tobacco, or alcohol use on the premises.

**Requirements of Users:** Users shall provide adequate and appropriate adult supervision by one or more individuals at the activity from 20 minutes before the activity begins and to remain until all participants and public have left and the building is secure. Users agree to save and hold harmless, protect and indemnify from and against any loss, damages, claims, suits or actions at law, judgments and costs arising from their use. Users agree to protect the physical assets and not to materially alter, move, or harm them in any manner. Users shall surrender the facilities in a clean and undamaged state (in the same condition prior to rental) on time and to pay for any and all damages ensuing during the time of their use. The users shall be held fully responsible and liable for the proper use of the facilities, equipment, and conduct of persons in attendance and participating. All users who use, rent, or lease school facilities will be responsible for all reasonable cleanup, setup, and damage. Those who fail to clean the facilities may be charged a \$20 fee and may lose the privilege of renting school facilities in the future. In addition, those who fail to abide by any of the requirements as stated in this agreement may forfeit the opportunity to rent or use facilities and/or equipment in the future.

**General Conditions:** The users of school facilities shall be held fully responsible and liable for the proper use of the facilities, equipment, and conduct of persons in attendance and participating. The Bon Homme School Board reserves the right to require minimal prescribed limits of public liability and property damage insurance for all groups and individuals using any school facility or equipment and to require that evidence of such insurance be presented at the time of application and before the use of the facility and equipment. The School Board may require a uniformed security person to be on duty during an event. The expense will be the responsibility of the user.

**Custodial Service:** No one except qualified school custodians shall be allowed to operate or adjust such equipment in the building as heat, ventilation, and control panels. If an individual or group is granted permission to use school facilities or equipment, the users are responsible to have everything cleaned and returned to satisfactory condition immediately upon completion of the event. Example: If the gym is used, the users need to clean the gym and also check and clean areas that users may enter such as locker rooms, bathrooms, lobby, etc. **Groups or individuals hosting tournaments or fundraising activities will be required to deposit \$75 (cash or check) with the Business Manager prior to the event and at the time of completing the rental form. The group using the facility will be required to clean up after the activity to the satisfaction of school administration. If the facilities are not cleaned to the satisfaction of school officials, a proportionate amount up to and including the entire \$75 deposit will be retained by the School District. In addition, custodians who are summoned to assist groups or individuals will be compensated by the renter(s) at the rate of \$20 minimum per call and \$20 per hour while their services are needed.**

**Food Service:** The use of the kitchen facilities and/or equipment may be granted on a limited basis upon approval of the School Board and/or Food Service Director or private food service contractor. No organization, group, or individual may have access to the kitchen area unless the Food Service Director or private contractor grants permission. The Food Service Director or private contractor may require themselves or their designee to be present when the kitchen facilities are being used. In planning an event where the kitchen facilities will be used, the Food Service Director or private contractor must be involved in the planning, operation, and supervision of such a project. The expense of having kitchen personnel present will be the responsibility of the user. When an individual or group is granted permission to use kitchen facilities by appropriate parties listed above, the users are responsible to have everything cleaned, disinfected if necessary, and returned to satisfactory condition immediately upon completion of the event. Failure to adhere to conditions as stated by the Food Service Director or private contractor will result in the additional time and expense of returning the kitchen to an acceptable manner being charged to the user. The users may relinquish the opportunity to use the kitchen facilities in the future.

**Insurance Protection:** Bon Homme School District liability insurance will only protect the direct interests of the School District. Those who use school facilities and/or equipment assume liability and responsibility for accidents, damage, injury, death, etc. which is outside the direct interests or responsibility of Bon Homme School District.

**Facilities and Equipment:** Facilities may not be scheduled for any use or rental if that use conflicts with the facilities use for school purpose. The facilities may be loaned to the cities of Tyndall, Tabor, or Springfield; Bon Homme County; State of South Dakota and Federal Government agencies under this policy. Organizations such as Boy/Girl Scouts and 4-H, which are identified with a national organization and which supplement the District's educational process, volunteer programs such as Youth Basketball, Youth Wrestling, Youth Volleyball, Boosters, After Prom Committee, and Church groups, which support and strengthen the District's educational system, and parent-teacher organizations serving the attendance area, may also use school facilities without charge. Facilities and/or equipment may be loaned without charge to any local individual(s) or organization(s) who operate non-profit activities which directly benefit Bon Homme School District. Facilities may be loaned to public or private groups for usage such as basketball practice, volleyball practice, jogging, workouts, meetings, etc. **Gym shoes must be worn for all physical activities conducted on gym floors unless other arrangements are made at the time the agreement is signed.**

## RENTAL CHARGES

- A. Public organizations involved in an educational purpose including parent teacher organizations, church groups, Boy Scouts, Girl Scouts, 4-H Clubs, Booster Clubs, After Prom Committee and public or private groups for non-restrictive usage such as basketball practice, volleyball practice, jogging, workouts, meetings, etc.
- B. Event by a public and private non-profit organizations including Rotary, Chamber of Commerce, church groups, individual parties, etc. for restricted use.
- C. Private profit-making organizations including advertising promotions, displays, banquets, etc.
- D. Public or private groups for restrictive usage such as basketball, volleyball, youth wrestling, etc.
- E. Public or private groups for money making educational activities such as gymnastics, jogging, etc.
- F. Athletic Camps (Volleyball, Boys Basketball, Girls Basketball, Wrestling, etc.)
- G. Tournaments and Fundraising Activities: Organizations and volunteer programs such as parent teacher organizations, Youth Basketball, Youth Wrestling, Youth Volleyball, Booster Clubs, Boy or Girl Scouts, 4-H, After Prom Committee, Rotary, Chamber of Commerce, Church Groups, or Individual Parties.

**Groups or individuals hosting tournaments or fundraising activities will be required to deposit \$75 (cash or check) with the Business Manager prior to the event and at the time of completing the rental form. The group using the facility will be required to clean up after the activity to the satisfaction of school administration. If the facilities are not cleaned to the satisfaction of school officials, a proportionate amount up to and including the entire \$75 deposit will be retained by the school district. In addition, custodians who are summoned to assist groups or individuals will be compensated by the renter(s) at the rate of \$20 minimum per call and \$20 per hour while their services are needed.**

FACILITY	A	B	C	D	E	F	G
Springfield Gym	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
Springfield Caf/Kitchen	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
Tabor Gym	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
Tabor Cafeteria/Kitchen	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
Tyndall Gym	NC	\$50	\$75	NC	\$10.00/hour	\$25	NC
Tyndall Aux Gym	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
Tyndall Kitchen	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
Tyndall Commons	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
Tyndall Elem Media	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC
BHHS Wrestling Room	NC	\$20	\$25	NC	\$7.50/hour	\$25	NC

Legal Reference: SDCL 13-24-20

Revised: August 1999; July 12, 2010; June 10, 2019