

## Certification of Understanding-Use of Facilities

I hereby certify that I have reviewed and understand the requirements listed below, that must be met prior to my use of facilities owned and/or operated by Bertie County Schools:

1. **Facility Use/Event Liability Insurance:** Applicants who request facilities for activities that involve a reasonably foreseeable risk of bodily injury to participants and/or observers will be required to obtain minimum general liability insurance coverage of one million dollars (1,000,000). In no case shall the Board be liable for personal injury suffered by reason of use of school property under an agreement made pursuant to this policy. Applicants who are approved to open and close the facility shall obtain a minimum of one million (1,000,000) in property insurance to cover any property damage arising from the applicant's use of the facility. The applicant will be required to submit a certificate of insurance.
2. **Security:** At least two (2) policemen must be in attendance at all evening auditorium performances unless other arrangements for security are made and approved by the principal in any other Security Agency who will be providing security services. The applicant will be responsible for payment of any fees charged by security agencies.
3. **Custodial Fees:** Custodial Fees are \$25.00 per hour per custodian. All rentals require the employment of a school custodian for the period extending from 30 minutes prior to the start of the rental period to 1 hour beyond. All charges must be paid to Bertie County Schools at least five (5) days prior to the intended use of the facilities.
4. **Normal fees for operation of facility (utilities, etc.):**
  - A. School-related organizations, including, but not limited to, the community schools program, adult education sponsored by the board in cooperation with various community colleges, after-school programs, and parent-teacher organizations or associations. These organizations shall be given priority over non-related school organizations. There is no charge except for personnel as required by the principal.
  - B. Non-profit organized recreational groups, including, but not limited to, church leagues and YMCA. There is a charge for personnel as required by the principal, in addition to maintenance and utility fees when facilities are used for two or more consecutive days.

- C. Community-oriented organizations, civic groups, private non-profit groups, churches, governmental agencies. There is a charge for personnel as required by the principal, in addition to non-profit rental charges.
  - D. Commercial profit-making businesses, organizations, or individuals; groups, organizations or individuals wishing to use the facilities for large gatherings (including, but not limited to, weddings, receptions, banquets and family reunions). This category includes any business, organization or individual selling a product or providing a service for a fee. There is a charge for personnel as required by the principal, in addition to for-profit rental charges.
- 5. All requirements must be met no later than 10 days prior to the event.**

## **USE OF SCHOOL FACILITIES AND FEE SCHEDULE**

### **A. Purpose**

This regulation provides a schedule of procedures, fees, and regulations for community use of school facilities.

### **B. Responsibilities**

1. The superintendent shall submit to the board of education a schedule of fees for non-school use of facilities. As needed, the superintendent shall periodically recommend to the board revisions to this schedule of fees. Such fees are intended to offer part of the cost of the use being made of the facility. No attempt is made to recover the total cost of the operation when use is for non-profit purposes.
2. An application form is required in every instance of non-school use of facilities. If a use of fee is collected, a copy of the application and the fee is sent to the superintendent for Financial Services.
3. All facilities use fees collected are deposited to the Local Current Expense Fund.
4. The principal is responsible for reporting all non-school use of school facilities. This report is to be submitted on a quarterly basis (end of September, December, March, and June) to the superintendent or designee.
5. The superintendent shall submit an annual report of Use of School Facilities to the Bertie County Board of Education by July 15th of each year.

### C. Community Use of School Facilities Fee Schedule

		Elementary School (per hr.)	Middle School (per hr.)	High School (per hr.)
<b>Classroom</b>	Group I	\$10.00	\$20.00	\$20.00
	Group II	\$15.00	\$25.00	\$25.00
<b>Media Center</b>	Group I	\$20.00	\$30.00	\$30.00
	Group II	\$25.00	\$35.00	\$35.00
<b>Kitchen</b>	Group I	\$20.00	\$50.00	\$50.00
	Group II	\$25.00	\$75.00	\$75.00
<b>Cafeteria Seats 300</b>	Group I	\$50.00	\$60.00	\$60.00
	Group II	\$60.00	\$70.00	\$70.00
<b>Gymnasium Seats 1000</b>	Group I	\$40.00	\$75.00	\$75.00
	Group II	\$65.00	\$85.00	\$85.00
<b>Auditorium Seats 500</b>	Group I			\$100.00
	Group II			\$175.00

\*\*\*Group I – Nonprofit

\*\*\*Group II – Profit

Custodial Fees – 1 Custodian per 100 people

Monday through Friday – regular hours \$25.00 per hour

**Saturdays \$27.50 per hour plus benefits**

Sundays \$35.00 per hour plus benefits

Holidays \$50.00 per hour plus benefits

Football Field – No lights \$25.00 per hour

Football Field – With lights \$40.00 per hour

Baseball Field – No lights \$25.00 per hour

Baseball Field – With lights \$35.00 per hour

Softball Field – No lights \$25.00 per hour

There will be a minimum of 2 hours for usage of schools.

There will be an additional charge of \$10.00 for use of any scoreboard when the gym or fields are rented.

There will be a fee of \$75.00 per hour for school personnel to operate lights and sound system in auditorium

**Note:**

1. Any use that extends beyond three hours at one time will be charged at a rate of \$30.00 per additional hour.
2. All rentals require the employment of a school custodian for the period extending from 30 minutes prior to the start of rental period to 1 hour beyond. The salary of that custodian shall be paid by the school district and charge to the rentee at the employee's actual hourly rate plus retirement and social security costs. If overtime is involved, this amount will be multiplied by 1.5.
3. Facility rentals that include kitchen rentals require the use of a food service worker for a period extending from 30 minutes prior to the start of the rental period to 1 hour beyond. The salary of the food service worker shall be paid by the school district and charged up the rentee at the rate of \$10.00 per hour.

\*Not consistent with 2nd paragraph on page 3 under Fee Schedule for Facility Use

Effective:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

Signature of Applicant/Representative

\_\_\_\_\_

Date

Any group desiring to use a school facility should make application in the office of the school principal of the facility desired at least 15 days prior to the date of the intended use. The principal or designee shall be responsible for deciding who may use the local facilities and for setting the date and time of such usage subject to board policy. Applications must be signed by an authorized representative of the organization who is 18 years of age or older. In the case of an individual user, the individual must be 18 years of age or older. An agreement to use school facilities may be canceled by either the user or appropriate school official for good cause provided 5 days' notice is given to the other party.

**BERTIE COUNTY SCHOOLS**  
**BERTIE COUNTY, NORTH CAROLINA**  
**CONTRACT FOR NON-SCHOOL USE OF SCHOOL FACILITIES**

Request is hereby made for the use of \_\_\_\_\_  
(Name of Facility)

by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(Lessee) (Date) (Time)

The purpose for which facility is being requested is \_\_\_\_\_

**IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:**

1. The program conforms with the Board of Education policy and is primarily for community use. Lessee agrees to abide by Rules Governing Facility Use established by the Board.
2. Use of facility will not violate North Carolina or federal law.
3. A school representative will open and close the building and remain in the building or on site during the activity.
4. Any alterations to electrical, structural, or other building features are prohibited except as approved in writing and supervised by the Director of Maintenance.
5. All operation of kitchens, stage, lighting, and building sound systems will be by a trained person approved in advance by the principal. This service (not included in the rental price) will be at a rate of \$\_\_\_\_\_ per hour per operator, per rehearsal or performance.
6. Sufficient, reliable ushers will be provided as needed at each performance by lessee.
7. Damages beyond normal wear will be paid for immediately by lessee.

8. Concessions may be sold only with principal's approval. (Drinks are prohibited in auditorium and gymnasiums.)
9. Smoking shall not be permitted in any school buildings.
10. Consumption or possession of alcoholic beverages is strictly prohibited in school facilities or on school property.
11. Non-school property shall be immediately removed following any facility use.
12. The lessee assumes responsibility for personal loss or bodily harm resulting from or related to rehearsal, performance, or any other activity. The need for insurance shall be determined by the superintendent or designee. Evidence of appropriate liability coverage shall be presented when the contract is executed.
13. At least two (2) policemen must be in attendance at all evening auditorium performances unless other arrangements for security are made and approved by the principal in advance. It will be the responsibility of each administrator to indicate security needs when appropriate. The lessee will be responsible for payment of any fees charged by security agencies.
14. At least two (2) fire fighters shall be in attendance at all performances in auditoriums, if, by the nature of the program and/or if materials being used in the program are deemed to be of hazardous nature. The principal shall make this determination. Arrangements and payment for the fire fighters shall be made with the local firefighting agency.
15. The agreement may be canceled by either the lessee or an appropriate school official for good cause provided \_\_\_\_days' notice is given to the party. This provision may be amended only by mutual agreement of the parties. If no good cause is shown for cancellation, the lessee shall forfeit fifty percent (50%) of the rental fee or other charges.
16. NC General Statue 14-208 prohibits anyone required to register as a sex offender under the Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition

applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

I, \_\_\_\_\_ representing \_\_\_\_\_ hereby affix my signature to this contract as a guarantee to uphold and adhere to all stipulations herein contained and agree to pay the scheduled fees for the use of this facility.

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. In keeping with our good faith, I hereby submit a check for \$\_\_\_\_\_ to the Bertie County Board of Education. The balance of sum due will be paid at least five (5) days prior to the intended use for which the facility has been contracted under this agreement.

Signed \_\_\_\_\_ (Authorized Representative of Lessee) \_\_\_\_\_ (Group or Organization)

\_\_\_\_\_  
(Date)

Signed \_\_\_\_\_  
(for Bertie County Board of Education)

Effective: August 5, 2014

