

Monadnock Regional School District

Policy Regulating the Use of School District Facilities

Definition:

School district facilities include buildings, grounds, parking lots, playing fields, property and equipment owned by the Monadnock Regional School District.

Intent:

The Monadnock Regional School District permits the use of school facilities by school-based and non-school based or “outside” organizations for educational, social, civic, philanthropic and like purposes. The intent of this policy is to regulate the use of school facilities in order to protect the district’s property and to protect the disruption of or distraction to the regular instructional program.

Requests for permission to use district facilities will be considered only when use will not interfere with educational or extracurricular programs of district students.

An authorized district employee must be present when the school facility is in use, whether the organization is a school-based group, or a non-school group, and will represent the district to ensure the safe and appropriate use of the facility. The authorized district employee represents the interest of the district’s facility and is responsible for the safe and appropriate use of the facility. Therefore the authorized district employee has the ultimate authority to supervise and regulate the use of the facility in order to protect the property and the safety of individuals using the facility which may include the “shutting down” of the event if the intended use of the facility has changed or is altered from the original intent stated on the application.

There is no charge for MRSDD school-based organizations to use the school facilities. There will be a charge for non-school groups to utilize the facility according to the fee schedule. Non-profit organizations may request a fee-waiver from the superintendent. The final decision as to whether or not to grant a fee-waiver rests with the Superintendent or his/her designee. The district’s Business Administrator may negotiate contracts for large volume, commercial use, or long-term reservations. Use of the kitchen will require a meeting between the organization’s responsible representative and the district Director of Nutrition. Use of the high school auditorium will require a meeting between the organization’s responsible representative and the Fine and Performing Arts department chairman.

Application Conditions of Rental:

1. Reservations will be made on a first come, first serve basis and must be approved and confirmed by the building principal no later than Thursday noon of the week prior to the event.
2. The school district reserves the right to cancel a reservation in the event of a school or town emergency.
3. A facility reservation must be completed and approved for each event scheduled.
4. Applications, rental fees, and certificate of insurance must be received and approved by the building Principal and or SAU #93 Director of Maintenance or Business Administrator prior to placing the event on the school calendar.
5. Once approved the application will serve as a contract between the school district and the applicant.
6. The official application approval must be available at the site during the event.

7. All applications are subject to review by the Director of Maintenance, Business Administrator, (and Director of Food Service, and or the Chairman of the Fine and Performing Arts department if applicable).
8. The non-school organization's representative must be at least 21 years of age.
9. The organization renting the facility is responsible for the supervision of the event, the appropriateness of the event, the clean-up of the event, and the compliance with all federal and state laws, and school district policies.
10. Only locations/spaces listed on the application may be used for the event.
11. District personnel reserve the right to deny use of specific district equipment.
12. The district requires 48 hour notice of event cancellation in order to fully return the deposit minus any costs already incurred in preparing for the event.
13. No alcoholic beverages or non-prescription drugs are permitted on school grounds or in district facilities.
14. Smoking is not allowed in school facilities or on school grounds at any time.
15. Guns, weapons, or guard dogs are not allowed in any school facility or on school grounds. (Law enforcement officers and private security guards who are employed to attend the event are exempt.)
16. Open flames including lighters, candles, or matches are not permitted.
17. Exits and corridors must be clear of all obstruction at all times. Persons may not stand in the aisles of any room.
18. All sets or decorations must be pre-approved by the building Principal or other district personnel. Sets and decorations may not be pinned or taped to stage drapes or drops. All decorations must be free from fire and safety hazards.
19. The non-school organizations may not use or operate school equipment other than that specified in the application, and will supply their own supplies and materials.
20. In the case of a medical or other emergency situation, the organization will complete an accident form. The form will be filed with the district personnel on duty at the site during the event, for forwarding to the SAU offices.
21. The organization utilizing the facility is responsible for any and all damage incurred during the time the organization utilized the facility; and must be restored to the satisfaction of district personnel. Any and all damage must be reported to the district personnel on duty at the site.
22. Supervision of minors is mandatory until all participants have vacated school property. All district property will be returned to its original location and the area must be cleaned and all waste removed.
23. Sub-leasing or shared use is not permitted.

Fees:

1. The Monadnock Regional School district shall charge all renters appropriate fees to cover all additional cost incurred by the district that are necessary to accommodate the renter.
2. Fee schedules for each facility category are included in the appropriate appendix.
3. All fees shall be waived for school sponsored events.
4. The Monadnock Regional School District shall evaluate and update fee schedules for all facilities on an annual basis.
5. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time the application is approved by the district. Billing for remaining rental fees, custodial costs, and other expenses from the rental agreement will be sent to the applicant within 5 business days after the completion of rental. Payment of these services will be expected within 10 business days from the billing date.
6. All checks should be made payable to the Monadnock Regional School District.
7. Outside groups must present a “certificate of insurance” to be reviewed by the Business Administrator.

Liability Coverage:

1. Indemnification:

In consideration for allowing the rental of school facilities and in full recognition of the School Board’s fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor; its board officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys’ fees and legal costs, arising out of the use of these rental premises and all lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

2. Insurance:

As evidence of its financial ability to indemnify the Lessor, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A *Certificate of Insurance* naming the Lessor as an Additional Insured shall be provided. Such insurance contract shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

APPENDIX I: COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

I, _____ (*print name*) of _____ (*entity*) in the County of _____ and State of _____ in consideration of the right for use to utilize the School premises of the date and time as approved on my request for use of schools and granted by the School Board in the Monadnock School District, hereby covenant with said District, its School Board and their officers, agents, and employees, that I will never, at any time, sue said District, its School Board, or its officers, agents, and employees, for on account of nay claim for damage arising out of the use of the premises as provided for in the permit granted to use and said school property.

I further agree that if said premises or any portion of the building, during the term of this permit, shall be damaged by the act, default or negligence of myself, my agents, employees, patrons, guests, or any other person admitted to the premises by myself, my agents, or employees, I will pay the Monadnock School District, through the School Board, upon demand, such sum as shall be necessary to restore the property to the conditions in which it existed prior to the damage.

I further agree to assume full responsibility for the character, acts and conduct of all persons admitted to the school premises or to any portion of said building, as granted under the permit given by the School Board; and I further agree to have on hand at all times sufficient personnel to maintain order and to protect all persons and the property of the Monadnock School District.

I further understand and agree, in indemnity, that the Monadnock School District, its School Board, officers, agents, employee, assume no responsibility whatsoever for the actions of myself or any person allowed on the premises under the School Board Permit and I hereby release from any liability of any kind of nature the Monadnock Regional School District, its School Board, officers, agents, and employees, for any loss or damage to my property or person which may be caused as a result of the use of this permit. I also further agree that I will save harmless and defend the Monadnock School District, its School Board, officers, agents, and employees, from all claims, judgments, suits, costs, charges, damages and expenses of any nature whoever that may accrue to persons or property on account of or arising by reasons of the occupancy of the premises under this permit.

Date: _____

SIGNATURE _____

Action by authorized personnel

_____ Reviewed by Director or Chair of School Department _____
Signature

_____ Reviewed by School Principal _____
Signature

Action Take: Check one: _____ Approval _____ Denial

Additional Requirements or Comments:

Signature of Director of Building and Grounds

Date

Approved application will be sent to the organization.

FEES SHEDULE FOR MONADNOCK REGIONAL INDOOR FACILITIES:

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours/Units	Total
High School Gymnasium	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour	\$60.00 Per Hour		
High School Fitness Room	\$10.00 Per Month	\$10.00 Per Month	\$10.00 Per Month	\$10.00 Per Month		
High/Middle School Auditorium	\$60.00 Per Hour	\$60.00 Per Hour	\$75.00 Per Hour	\$100.00 Per Hour		
High/Middle School Cafeteria	\$40.00 Per Hour	\$40.00 Per Hour	\$60.00 Per Hour	\$60.00 Per Hour		
High/Middle School Kitchen	\$35.00 Per Hour	\$35.00 Per Hour	\$70.00 Per Hour	\$70.00 Per Hour		
Any School Library	\$20.00 Per Hour	\$40.00 Per Hour	\$60.00 Per Hour	\$60.00 Per Hour		
Elementary School Kitchen	\$25.00 Per Hour	\$25.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour		
Elementary Multipurpose Room	\$50.00 Per Hour	\$50.00 Per Hour	\$60.00 Per Hour	\$60.00 Per Hour		
Classroom or Other Education Space	N/A	\$20.00 Per Hour	\$20.00 Per Hour	\$40.00 Per Hour		
Maintenance / Custodial Service Per Person	\$35.00 Maint. \$25.00 Cust Per Hour OT + \$10	\$35.00 Maint. \$25.00 Cust Per Hour OT + \$10	\$35.00 Maint. \$25.00 Cust Per Hour OT + 10	\$35.00 Maint. \$25.00 Cust Per Hour OT + \$10		
Kitchen Staff Per Person	\$18.00 Per Hour	\$18.00 Per Hour	\$18.00 Per Hour	\$18.00 Per Hour		
Dumpster Fee	\$65.00 per dumpster	\$65.00 per dumpster	\$65.00 per dumpster	\$65.00 per dumpster		
Other						
Total Charges						

All fees are based on an event that requires four hours of use. Additional usage will result in additional fees.

An hourly rate of \$20 per hour will be assessed to any organization that wishes to use the facility for a practice session and that does not have at least 50% of its membership listed as Monadnock Regional School District students.

I agree to all Monadnock School Board policies and fee structure set forth in this contract.

Applicant Signature: _____ Date _____

School Official Signature: _____ Date _____

NOTE: A rental agreement is not valid until (1) the applicant signs the *Covenant Not to Sue and Indemnity Agreement* found in Appendix I of the MRSD facilities policies and (2) the applicant has paid the required deposit.

FEES SHEDULE FOR MONADNOCK REGIONAL OUTDOOR FACILITIES & ATHLETIC FIELDS;

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours/Units	Total
High/Middle Football/ Field	\$200.00 Per event	\$300.00 Per event	\$300.00 Per event	\$400.00 Per event		
High/Middle Football Field with Lights	\$250.00 Per event	\$350.00 Per event	\$350.00 Per event	\$450.00 Per event		
High/Middle Softball & Baseball Field	\$25.00 Per Game	\$50.00 Per Game	\$75.00 Per Game	\$100.00 Per Game		
High/Middle Tennis Court	\$35.00 Per Hour	\$45.00 Per Hour	\$50.00 Per Hour	\$75.00 Per Hour		
Any Other School Fields	\$35.00 Per event	\$35.00 Per event	\$35.00 Per event	\$35.00 Per event		
Maintenance / Custodial Service Per Person	\$35.00 Maint \$25.00 Cust OT + \$10 Per Hour	\$35.00 Maint \$25.00 Cust OT + \$10 Per Hour	\$35.00 Maint \$25.00 Cust OT + \$10 Per Hour	\$35.00 Maint \$25.00 Cust OT + \$10 Per Hour		
Dumpster Fee	\$65.00 Per Dumpster	\$65.00 Per Dumpster	\$65.00 Per Dumpster	\$65.00 Per Dumpster		
Other						
Total Charges						

All fees are based on an event that requires four hours of use. Additional usage will result in additional fees.

An hourly rate of \$20 per hour will be assessed to any organization that wishes to use the facility for a practice session and that does not have at least 50% of its membership listed as Monadnock Regional School District students.

I agree to all Monadnock School Board policies and fee structure set forth in this contract.

Applicant Signature: _____ Date _____

School Official Signature: _____ Date _____

NOTE: A rental agreement is not valid until (1) the applicant signs the *Covenant Not to Sue and Indemnity Agreement* found in Appendix I of the MRSD facilities policies and (2) the applicant has paid the required deposit.