

Policy Code: 5031 Use of School Facilities: Civic Center

The Caswell County Civic Center serves the entire Caswell County Community as a regional cultural center and as a public facility for educational, civic, social, and recreational use.

The Caswell County Civic Center is available for rent by any individual, group or organization, subject to this policy and any additional rules and regulations approved by the Caswell County Board of Education.

All rental and other fees for use of the Civic Center must be forwarded to the Caswell County Schools Finance Department for deposit **within 24 business hours of booking**.

There is complimentary usage of the Civic Center facilities at the death of a current Caswell County Schools student or staff member if so requested by the family. Custodial fees will be charged if the facility is used after normal working hours.

The superintendent shall ensure that the policies and rules established below are communicated to all groups, organizations, and individuals who wish to rent the Civic Center facilities.

A. Policies Governing Use of the Civic Center

1. Availability and Hours of Use: The Civic Center is available for use between the hours of 8:00 AM and 12:00 midnight. All activities must be scheduled through the Caswell County Schools personnel designated to schedule Civic Center activities.

Rentals can be scheduled for the next year beginning on October 1st of the previous year upon completion of the completed application and receipt of security deposit. Once approved, the requested rental dates will be confirmed. Please refer to the online application and fee schedule. (Bookings cannot be rolled over from year to year.)

2. Restrictions on Use:

- a. Dances for teens and/or young adults under 21 years of age which are open to the public are **not** permitted in the Civic Center or other Board of Education owned facilities.
- b. No one under the age of 21 is permitted to lease the facility for any purpose.
- c. Commercial use by a private business or for-profit organization on a regular or on-going basis is not permitted. No private business or

commercial enterprise may be based or operated in the building or on the grounds of the Caswell County Civic Center.

3. Booking: All school-based activities will have preference in scheduling. Scheduling for use of the Civic Center on a regular basis by any group, organization, or person must be approved by the Caswell County Board of Education.

4. Security Deposit, Damages Fee, and Cancellation Fee

a. **Security Deposit:** Each person, group, or organization using the facility must accept responsibility for the facility and grounds reserved. A security deposit of \$200 is required at the time of booking to secure a date. This charge is made to EVERYONE and is in addition to all applicable rental fees and any applicable set-up, equipment, and/or personnel charges. The security deposit will be refunded after use, provided that the facilities and grounds are cleaned to the satisfaction of the superintendent or designee, restored to the condition found upon arrival, and no furnishings, equipment, or supplies are missing, damaged, broken, or destroyed. Part or all of the security deposit may be forfeited (1) for failure to restore the facility and grounds to their condition as found or (2) as payment towards the cost of replacement for damaged or missing items. When extraordinary cleanup is required after use, a janitorial fee may be charged in addition to loss of the security deposit. Security deposits cannot be rolled over from one year to the next for rental bookings.

b. **Fee for Damaged or Missing Property:** The actual replacement costs will be charged for any damaged or missing items, including the cost of furnishings, equipment, or supplies misplaced, destroyed, or damaged. Additional fees shall be assessed if the security deposit is insufficient to cover the damage or loss. Under no circumstances may Civic Center property be removed from the premises.

c. **Cancellation Fee:** There is a non-negotiable CANCELLATION FEE on all bookings. If an individual or organization does not cancel and does not show for a scheduled booking, the entire rental charge will be assessed. CANCELLATIONS made with less than thirty (30) days' notice will result in forfeiture of the entire \$200 security deposit. The only exception is for major weather emergencies.

5. Rental Contract and Usage Fees: A written agreement for use of the Civic Center is required for all bookings, without exception. Fees for rental of the space and applicable fees for set-up, equipment, and/or personnel will be charged in accordance with the fee schedule(s) approved by the

board. Copies of the rental contract and fee schedule(s) are located on the Caswell County Schools website at <https://www.caswell.k12.nc.us>.

6. Responsibility for Personnel Costs: The renter shall be responsible for the cost of all personnel necessary for operation and security within the facility and its environment. A bona fide school system employee must be on duty at all times and paid by the group. All funds owed for personnel charges must be forwarded to the Caswell County Finance Department in advance.

a. The renter must pay in advance the hourly rate established by the board for all personnel.

b. Lighting and sound personnel for the Civic Center must be obtained from the approved technician list provided by Caswell County Schools. A trained, qualified Civic Center technician **MUST** be present for all performance events utilizing house sound, lights, or stage equipment. Unless the renter obtains an exception in writing, all technicians operating Civic Center lighting, sound, or stage equipment **MUST** be employees of the Civic Center and the renter must pay in advance the hourly rate established by the board for such technicians.

7. Denial/Cancellation by the Superintendent: The superintendent or designee is authorized to refuse or cancel applications and permits for use if, in his/her opinion, it is in the best interest of the public to do so. Such decisions will be made for legal reasons and not on the basis of the viewpoint of the group, organization, or individual seeking to use the facility.

8. Food, Drink, and Other Concessions and Sales: The Civic Center reserves the right to: (a) sell all concessions within the building; (b) prohibit the importation of food or drink from outside the building; (c) prohibit food or drink in specified areas; and (d) prohibit any and all sales within the building without prior consent of the superintendent or designee and collect a commission on said sale.

9. Disclaimer: In renting, leasing, or making available for use the Civic Center facilities, the Caswell County Board of Education assumes no responsibility (a) for loss of or damage to any property placed on the premises by the renter, user, lessee, or (b) for loss or damage of any property or personal effects, including motor vehicles and their contents of the user, renter, or lessee, its members, employees, agents, participants guests, or attendees.

10. Agreement to Indemnify and Save Harmless: Users of the Civic Center shall indemnify and save harmless the Caswell County Board of Education from all loss, damages, cost and expense arising out of liability, or

claim of liability, for injury and damage to persons or property sustained or claimed to have been sustained by anyone whomsoever, by any reason of the use or occupation of the Caswell County Civic Center, whether such use or occupation is authorized or not, or by any act or omission of User group or any of its officers, agents, employees, guests, patrons, invitees, attendees, or licensees, and user group shall pay for any and all damage to the property of the Caswell County Civic Center, or loss of theft of such Civic Center property, done or caused by such persons.

11. Rules for Public Use of the Civic Center: Persons, groups, and organizations renting the Civic Center facilities must enforce, and all users of the facilities must follow, the rules set out below during use of the facility:

a. **Compliance with laws and policies:** All users must comply with rules and policies established by the board for use of the Civic Center and all applicable federal, state, and local laws.

b. **Use of Tobacco Products Prohibited:** Pursuant to current federal regulations, the Caswell County Civic Center is a smoke-free facility. The use of any and all tobacco and vaping products within the facility is strictly prohibited.

c. **Prohibited Conduct:** No alcoholic beverages shall be served in the building or on the premises, and no one shall be admitted who has been drinking elsewhere. There shall be no drugs or illegal substances, gambling, or vulgar language use at any time. No weapons or firearms WHATSOEVER will be permitted on the premises at any time except in the limited circumstances permitted by state law, [G.S. 14-269.2\(k\)](#). Violators of policies prohibiting alcohol, drugs, and firearms are subject to arrest under existing state law.

d. **Obscene, Vulgar, or Indecent Materials:** Users must not display or distribute materials that are vulgar, indecent, or obscene while on school grounds.

e. **Alternations to Facilities:** NO TAPE, nails, screws, or fixtures of any kind may be driven into or applied to the walls, woodwork, floors, or ceilings without written consent of the superintendent or designee.

f. **Restricted Access to Control Booths:** Unauthorized personnel are not permitted in Civic Center control booths at any time. No food or drink is permitted in control booths at any time.

g. **Supervision of Youth Required:** All youth groups, 21 years of age and under, must have chaperones, one of whom must come to the

superintendent or designee and sign that he/she will be responsible for conduct and damages.

h. Responsibility for Inspection Upon Occupancy: Upon occupancy of the building, the renter or designated user(s) shall notify the designated Civic Center rental staff of any damages, deficiency, or similar fact observed, either in the building or grounds, so that such might not be attributed to the user in the course of occupancy.

i. Responsibility for Cleanliness and Good Repair on Departure: Upon departure, users must leave the facilities as found, including removing any materials or equipment they brought onto Civic Center grounds. Part or all of the security deposit may be forfeited, and a janitorial fee may be assessed, if the Civic Center facilities and grounds are not restored to the condition found upon arrival. Renters/users will be charged for damaged or missing items. Civic Center property and equipment may not be removed from the premises under any circumstances.

j. Use of Kitchen Facilities: The renter/user shall be accountable for returning all kitchen facilities to a neat and clean condition to the satisfaction of the superintendent or designee and will be responsible for furnishing all materials needed for dishwashing, cooking, etc.

k. Outdoor Cooking Equipment: Outdoor grills, barbecue cookers, and other devices or equipment used for outdoor cooking are permitted only on paved areas outdoors and must be approved prior to the activity. Under NO circumstances are they permitted on the grass or sidewalks.

l. Consequences for Violations: A renter's or user's violation of the provisions of this policy, any applicable regulations, or the rental contract is grounds for cancelling a booking and/or suspending the renter's privilege to use Civic Center facilities for a period of time deemed appropriate by the superintendent, subject to the review of the Board of Education.

Legal References: [G.S. 14-269.2](#); [115C-524\(c\)](#)

Cross References: Student and Parent Grievance Procedure (policy 1740/4010)

Replaces: 825 (amended August 27, 2018)

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Caswell County Schools