

**FORT EDWARD UNION FREE SCHOOL DISTRICT
FACILITY USE REQUEST FORM**

Instructions:

- 1) Review the attached District policies and regulations regarding community use of school facilities.
- 2) Completely fill out this form.
- 3) Submit the completed form to the main office at least two weeks before the date of the activity.
- 4) After receiving confirmation that the activity may take place as scheduled, and prior to using the facility, submit payment of any relevant fee and/or proof of liability insurance certificate in the amount of \$1,000,000 each occurrence and \$1,000,000 holidays aggregate for bodily injury and property damage, naming the school district and Board of Education as insured parties.

Note: If it is necessary to cancel activity, please notify the school as soon as possible.

Person Making Request: _____

Description of Activity: _____

Name of Sponsoring Organization: _____

Address: _____

Activity Supervisor: _____ **Title:** _____

Address: _____ **Phone:** _____

E-Mail Address: _____

Name of Building/Facility Requested: _____

Auditorium Big Gym Small Gym Cafeteria Athletic Fields Classroom(s): _____

Other _____

Dates: From _____ To _____ **Days of the Week:** M TU W TH F SA SU

Hours: From _____ To _____ **Estimated No. of Participants:** _____

Do Main Entrance Doors Need to be Unlocked? Yes _____ No _____

Hours to be Unlocked: From _____ To _____

Special Equipment Requested: _____

**FORT EDWARD UNION FREE SCHOOL DISTRICT
FACILITY USE REQUEST FORM (Cont'd.)**

Please Check a Class Below That Describes Participants:

Class I – School Groups and Non-Profit Organization (IRS Section 501 (c)(3) organizations) and Fort Edward Youth Sports Programs

The facility/field is being used by district residents only. The facility/field is being used free of charge to residents.

Class II – Non-School Related Community Groups

The facility/field is being used by district and non-residents. Admission, participation or registration fee will be charged. A minimum of 50% of users must be district residents.

Class III – Mixed Community Use

The facility/field is being used by district and non-residents. Admission, participation or registration fee will be charged.

Fee Schedule:

The following fees will be assessed, when applicable, to cover the costs associated with maintaining District facilities. Curricular and co-curricular programs of the District, as well as school related groups are exempt from these fees.

FEE SCHEDULE – DOES NOT INCLUDE CUSTODIAL FEES

FACILITY	CLASS I	CLASS II	CLASS III
Classroom	No Charge	\$5.00/hour	\$10.00/hour
Auditorium	No Charge	\$10.00/hour	\$20.00/hour
Cafeteria w/o Kitchen	No Charge	\$10.00/hour	\$20.00/hour
Cafeteria/Kitchen	No Charge	\$15.00/hour	\$30.00/hour
Gym – Main	No Charge	\$15.00/hour	\$30.00/hour
Gym – Small	No Charge	\$12.50/hour	\$25.00/hour
Baseball Field	No Charge	\$10.00/hour	\$20.00/hour
Football Field	No Charge	\$12.50/hour	\$25.00/hour
Library	No Charge	\$10.00/hour	\$20.00/hour
Lobby Area	No Charge	\$2.50/hour	\$5.00/hour

- All groups will incur fees for additional costs for custodial services and may incur additional fees for weekend events and for larger events at a rate of \$30.00 per hour (when a cleaner is assigned).
- Payment is due, in full, two weeks prior to scheduled event. The school district reserves the right to cancel an activity if payment is not made two weeks prior to the event.
- Refunds will only be provided if the event is cancelled by the school district.
- Only fifty percent (50%) of fee will be refunded for failure to cancel at least 24 hours in advance of the event.

Will an Admission or Participation Fee Be Charged?: Yes _____ Amount _____ No _____

Will Fund Be Raised During the Event?: Yes _____ No _____

Percentage of Participants that are Fort Edward Residents? 0-49% 50-74% Over 75%

**FORT EDWARD UNION FREE SCHOOL DISTRICT
FACILITY USE REQUEST FORM (Cont'd.)**

Applicant Signature and Acknowledgment

By submitting this form, the applicant agrees that he or she has read the attached policies and regulations and will comply with the terms of the same. He or she also agrees that they, individually and as an organization, will assume full responsibility for any and all such damages done to school property during the indicated period of time of use. He or she also agrees that their organization will, at all times hereafter, indemnify the school district against any loss, damage or expense of any kind, which the school district may sustain because of the use of their organization. He or she also agrees that their organization will further hold the school district harmless for any loss of any kind in connection with said use.

Name

Signature

Title

Date

District Approval

Approved _____ Disapproved _____

Signature

Date

Office Use Only:

Insurance Certificate: _____

Rental Fee: _____ x hour(s) _____ = _____

Custodial Fee: _____ x hour(s) _____ = _____

Total Amount Due: _____

Amount Received: _____ Date: _____

Community Relations

SUBJECT: USE OF SCHOOL FACILITIES

Consistent with Board policy and applicable law, the District encourages the greatest possible use of school facilities. Any use must comply with the following:

- 1) Requests for use of school facilities must be submitted to the main office at least two weeks prior to the anticipated activity. Authorization to use school facilities will be granted on a first-come, first-served basis.
- 2) A custodian will be on duty at all times when facilities inside a school building are in use. This supervision will be provided at no cost during regular working hours. When overtime services are required, an additional fee will be assessed to reimburse the District for this service.
- 3) The District may not aid or perpetuate discrimination on the basis of any legally protected class or category including, but not limited to, race, creed, color, national origin, religion, political affiliation, sex, sexual orientation, gender identity or expression, age, marital status, military status, veteran status, disability, or use of a service animal. Community groups and organizations should review their use of school facilities request for conformity. The District reserves the right to require evidence of compliance with civil rights law. However, in accordance with law, the District will not discriminate in its community use of school facilities against any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code, nor will the District deny such access or opportunity for reasons based on the membership or leadership criteria or oath of allegiance to God and country. However, the use must be in accordance with the District's community use of school facilities guidelines.
- 4) All activities conducted on school property must conform to federal and New York State laws, municipal ordinances, and District policies and regulations.
- 5) Organizations authorized to use school facilities assume responsibility for the conduct of both participants and spectators. Each group must designate a responsible adult representative who will be present at all times. Arrangements for supervision of anticipated crowds must receive prior approval of the Board or its designee.
- 6) School facilities must be left in the same condition as they are found. Desks, displays, etc. should not be disturbed. All electrical equipment or movable properties owned by the District will at all times remain under the control of the District.
- 7) The District will assume no responsibility for equipment or property belonging to a community group or organization. This property may not be stored on school property, unless specifically approved by the Board or its designee.
- 8) Community groups will be liable for any damage to school property resulting from activities they sponsor. A check of the school facility will be made before and after each activity by the person in charge and the custodian assigned.

(Continued)

Community Relations

SUBJECT: USE OF SCHOOL FACILITIES (Cont'd.)

- 9) Kitchen facilities are only available by prior arrangement with the Food Service Supervisor and only when a Food Service employee is on duty. When overtime pay for these services is required, an additional fee will be assessed to reimburse the District for this service.
- 10) Vehicles are not allowed on grassed areas or athletic fields. Parking for any large event should be controlled by sufficient personnel. Use of auxiliary police for this purpose may be required. Any and all charges associated with the use of these services will be assumed by the organization.
- 11) Admission charges, approved registration fees, or concessions may only be administered as stated on the request.
- 12) Except for rest room facilities, participants and spectators should remain in the area or room assigned for an activity.
- 13) The District assumes no liability for injuries resulting from community group activities. For certain activities, the District may require submission of a certificate of liability or insurance bond to the Board or its designee.
- 14) The District or its representative will have unrestricted access to all District facilities at all times.
- 15) The District reserves the right to revoke authorization to use school facilities at any time.
- 16) The District reserves the right to charge a fee for the use of its facilities by outside organizations in a manner consistent with law, and in the amounts specified in the fee schedule provided in Form #3280F.1.
- 17) The following actions are prohibited on school grounds: smoking; vaping; using tobacco products; and/or using or ingesting any form of cannabis.

Smoking and vaping are prohibited within 100 feet of the entrances, exits, or outdoor areas of any of the District's schools. However, this prohibition does not apply to smoking or vaping in a residence, or within the real property boundary lines of residential real property.

(Continued)

Community Relations

SUBJECT: USE OF SCHOOL FACILITIES (Cont'd.)

Additionally, no person may possess alcoholic beverages, cannabis, or any illegal or non-prescribed controlled substance, as defined by law, on school grounds.

Exceptions may exist for authorized medical cannabis use.

The following definitions apply:

- a. "Electronic cigarette" (or "e-cigarette") means an electronic device delivering vapor inhaled by an individual user, and includes any refill, cartridge, and any other component of such a device.
- b. "School grounds" means any building, structure, and surrounding outdoor grounds, including entrances or exits, contained within the District's preschool, nursery school, elementary, or secondary school's legally defined property boundaries as registered in the County Clerk's Office, as well as any vehicles used to transport children or school personnel.
- c. "Smoking" means the burning of a lighted cigar, cigarette, pipe, or any other matter or substance containing tobacco, cannabis, or cannabinoid hemp.
- d. "Tobacco products" means cigarettes or cigars, bidis, chewing tobacco, powdered tobacco, nicotine water, or any other tobacco products.
- e. "Vaping" means the use of an electronic cigarette.

20 USC Sections 6081-6084 and 7971-7974

41 USC Section 8101 et seq.

Civil Rights Law Section 40-c

Education Law Sections 409 and 414

Penal Law Section 222.10

Public Health Law Sections 1399-n, 1399-o, and 1399-aa

8 NYCRR Sections 155.5 and 156.3