



Minneota Public School District Policy 902

Adopted: May 18, 2010

Revised: November 2024

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

- A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.
- B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.
- C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

- A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.
- B. Requests for use of school facilities by community groups or individuals shall be made through the school district administrative office. The administration will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.
- C. The school board may require a rental fee for the use of school facilities. Such a fee may include the cost of custodial and supervisory service if deemed necessary. It may also

require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

- D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

School District Facilities and Equipment Use Request Form

Organization Name: _____

Contact Person: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Indicate if applicable:

- School district activity or organization
- Governmental organization
- Local civic or nonprofit organization
- Local nonprofit organization planning to charge a fee/raising revenue during the facility use
- Commercial organization
- Other (please describe): _____

Nonprofit organizations: Please indicate whether your organization has 501(c)(3) status

- Yes
- No

School District Facilities and Equipment Requested: _____

Event Name: _____

Event Date: _____

Event Description: _____

Event Times: _____

Access to facilities: _____

Event start time: _____

Event end time: _____

Depart from facilities: _____

Number of Estimated People:

Youth: _____

Adults: _____

School District Facilities and Equipment Use Request Form

If food will be served, please describe type of food, facilities need, and cleanup plan: _____

Technology or other equipment needed (if any): _____

By completing this form, I agree that I have reviewed the District's facilities and equipment use policies, rules, and fee schedule. By signing this Request Form, I agree in my capacity and on behalf of the organization, to abide by these rules and to ensure that they are enforced before, during, and after the event. I represent and agree that the organization will hold the District harmless and indemnify the District for any and all damages, costs, and expenses, including attorney's fees, incurred, suffered, or claimed by any person arising out of the organization's use of the District's facilities and equipment.

Signature: _____

If submitted as an email attachment, the email shall serve as your signature.

Date: _____

Insurance Company: _____

Policy or Certification Number: _____

.....*For District Use Only*.....

Fee Type	Hours Billed	Cost Per Hour	Total
Facility Usage Fee			
Security Fee			
Equipment Fee			
Custodial Fee			
Kitchen Staff Fee			
Technical Support Fee			
Other Charges			
Fee Type	Cost Billed		Total
Grand Total			

School District Facilities and Equipment Use Request Form

Date Received: _____

Permit Number: _____

Date Issued: _____

Confirmation Sent: _____

- Sponsor must make a request of ISD to use ISD's facility or grounds by fully completing and submitting this agreement form to ISD **a minimum of ten (10) business days** prior to the date(s) of the event/period of use.
- ISD has the sole and absolute authority to accept or reject such facility or grounds use request.
- Sponsor further acknowledges and consents that ISD may charge Sponsor fees for use of ISD facility or grounds, and that such fees (and methods of payment therefor) will be determined in the sole and absolute discretion of ISD.

Minneota Public Schools- Facilities and Equipment Use Agreement

On this date, (DATE) this Facility and Equipment Use Agreement (“Agreement”) was entered into subject to and in mutual consideration of the following terms and conditions:

Section 1: Parties to The Agreement

The parties hereto are:

Minneota Public Schools – ISD #414

Street Address: _____

City, State: _____

Zip Code: _____

ISD Contact Person: _____

Phone Number: _____

Email Address: _____

And

(SPONSOR)

Street Address: _____

City, State: _____

Zip Code: _____

Sponsor Contact Person: _____

Phone Number: _____

Email Address: _____

Section 2: Facilities and Event

The Sponsor will use ISD facilities and equipment (“Facilities”) for the event set forth in the attached : **UMMg**
Uk9ei kb YHl gMYi Ygi da (“Event”) completed by Sponsor and accepted by ISD.

Section 3: Insurance and Indemnification

Sponsor agrees to assume all risk of and liability for – and further agrees to defend, indemnify, and hold harmless – the ISD and its agents, officers, and employees, from and against any and all claims based on the vicarious liability of ISD or its agents, officers, and employees, but not against claims based solely on ISD’s comparative fault, negligence, or intentional misconduct.

Sponsor shall secure and keep in force during the entire term of the Event (from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in Minnesota ... singularly or collectively referred to, as the case may be, the “insurance carrier”) a commercial general liability insurance policy or coverage (“policy”) for any and all claims of any nature for bodily injury, property damage, personal and advertising injury, or other harm or loss arising out of or in connection with the Event(s). The policy shall name ISD (and including its agencies, officers, and employees) as an additional insured. Sponsor shall furnish a certificate of insurance from the insurance carrier showing the endorsement naming ISD as an additional insured to the policy with limits of liability of at least \$500,000 per person and \$1,500,000 per occurrence consistent with Minnesota Statute section 466.01, et seq.

The policy must provide that the policy may not be canceled without 10 days prior written notice to ISD and shall contain a “Waiver of Subrogation” (waiving any right of recovery the insurance carrier may have against ISD). The policy must provide that any fees, costs, expenses, or other charges for or related to the investigation or defense of any claim or suit shall be outside of (i.e., in addition to, without any cap or limit) any otherwise applicable limit of liability of the policy. Sponsor will deliver said certificate of insurance and endorsement to ISD at least 5 days prior to the Event.

Section 4: Force Majeure

If the Facilities to be used for the Event are rendered unsuitable for the conduct of the Sponsor’s Event by reason of force majeure, ISD and Sponsor are released from their respective obligations under this Agreement.

Minneota Public Schools- Facilities and Equipment Use Agreement

Force majeure shall mean fire, earthquake, hurricane, water event, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the reasonable control of ISD.

Section 5: Alterations, Decorations Construction, Damage, Duty to Repair

Sponsor has inspected and accepts the Facilities and Equipment “as is.” Sponsor agrees that it shall be obligated to maintain the Facilities and Equipment for the safe exercise of the Event at Sponsor’s sole cost and expense in accordance with the provisions of this Agreement. Upon completion of the Event, Sponsor shall deliver the Facilities and Equipment to ISD in substantially the same condition as existed immediately prior to Sponsor’s use.

Sponsor shall not alter, injure, mar, or in any way deface the Facilities and Equipment; shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured, marred, or defaced; and shall not drive, or permit to be driven, nails, hooks, tacks, screws, or the use of adhesive materials into any part of the Facilities.

Decorations must not disguise, cover, or interfere with any safety device, including fire safety equipment, such as fire extinguishers, exit signs, sprinkler heads and piping, electrical panels, and fire alarm pull stations. Decorations shall not block, nor restrict the use of halls, exits, or stairways.

Sponsor shall make no temporary or permanent modifications or constructions to the property without the prior written consent of ISD.

Sponsor shall be financially responsible for the repair and replacement of all or any part of the Facilities and Equipment that is damaged. Repairs or replacements made shall be to the satisfaction of ISD. Photos of damaged space(s) prior to repair will be used to verify requests for special damage repairs, restorations, or construction costs.

Sponsor’s responsibility extends beyond that of any security deposit made by Sponsor. Sponsor agrees to be responsible for all damages to any facility buildings, grounds, fields, and equipment incident to or in connection with the event.

Section 6: Temporary Structures, Signs

No temporary structures or signs will be placed upon any ISD facilities or grounds, except upon the prior written approval of ISD, and then only if and after all legally required permits are obtained. All such temporary structures and signs shall be removed before termination of the period of use.

Section 7: Ingress/Egress

All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the facility or grounds must be kept unobstructed by Sponsor; and must not be used by Sponsor for any purpose other than ingress to or egress from the facility or grounds.

Section 8: Delivery and Set Up

Sponsor agrees to have a person present for load in and load out. ISD will not sign for any items shipped to the school district for the Sponsor, nor take any responsibility for them, unless prior arrangements have been agreed upon.

Section 9: Equipment

Sponsor agrees that it will not use ISD’s equipment, tools, or furnishings located in or about the Facilities or without first seeking and receiving the written approval of ISD. Sponsor agrees to only allow equipment in or on the facility or grounds to be operated by persons who have been trained and certified in its specific use. The use of outside equipment may be denied depending on the nature of the equipment and its impact on the rest of the facility or grounds. ISD assumes no responsibility for equipment brought into or onto the facility or grounds.

Minneota Public Schools- Facilities and Equipment Use Agreement

Section 10: Concessions

Sponsor shall not sell or cause to be sold programs and/or novelties in or about the Facilities except as pursuant to written terms and conditions established or approved by ISD. All rights to sell concessions at the Event are reserved by ISD. Sponsor is not permitted to sell any beverages, confections, tobacco, or food for consumption at or on the Facilities except as approved by ISD in writing prior to the Event.

Section 11: Facilities Use Rules

Sponsor will ensure that all attendees and participants abide by the : ~~UNPUBS~~ attached to this Agreement.

Section 12: Solicitation/Distribution of Materials

No solicitation shall be conducted in or around the Facilities or grounds except by ISD employees or authorized representatives acting in the scope of their agency or employment; or as otherwise permitted by ISD in accordance with ISD policies.

Section 13: Parking

Guaranteed parking (or parking adequacy) in or on ISD parking lots is not part of this Agreement. Fees charged for parking will be consistent with ISD faculty, staff, and student rates.

Section 14: Maximum Occupancy

At no time shall Sponsor permit the number of individuals occupying the Facilities to exceed the maximum occupancy, nor shall Sponsor fail to maintain an adequate minimum ratio of adults to minors, if applicable. Sponsor shall also confine the Event to the space reserved under this Agreement.

Section 15: Waste, Quiet Enjoyment, Safety Compliance

Sponsor shall not permit any waste upon or to the Facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of ISD students, employees, or invitees.

Sponsor shall not disturb the quiet enjoyment of adjacent properties, including creating sound levels equal to or exceeding 85 dB measured at the adjacent property line.

Sponsor agrees to use and occupy the Facilities in accordance with all ISD policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes.

Sponsor represents that its activities pursuant to this Agreement will be supervised by adequately trained personnel, and that Sponsor shall observe, and cause the participants in the activity of the event to observe, all safety rules for the facility or grounds and the activity.

Sponsor acknowledges that ISD has no duty to and will not provide supervision of the activity.

Sponsor is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at Sponsor's event or as part of Sponsor's activity.

Section 16: Copyright Fees, Royalties and Other Licenses

If any material, composition, or name to be used or performed at the Event is copyrighted, Sponsor is responsible for securing, before using or employing such material, composition, or name, the assent in writing, of the owner of licensee of such copyright. Sponsor agrees to be fully responsible for any fees, royalties, and licenses in connection therewith. Movies shown in or on the facility or grounds require purchase of appropriate licensing for public viewing.

Section 17: Permits

Sponsor shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for Sponsor's use of the Facilities.

Minneota Public Schools- Facilities and Equipment Use Agreement

Section 18: Computer and Communication System Use

Sponsors permitted to use ISD's computers or communication systems assume the responsibility of ensuring that these resources are used appropriately. Misuse of computer or communication systems facilities and equipment violates ISD policy and regulations and may also violate federal or state law.

Section 19: Security, Code of Conduct, And Weapons

All security services desired by Sponsor must be arranged, supervised, and paid for by Sponsor pursuant to written disclosure to and written agreement from ISD. ISD (including any of its authorized representatives) shall at all times retain the right to eject any person whose conduct is disorderly, unruly, unsafe, or otherwise objectionable. Unauthorized possession or use of weapons on or in any ISD facility or grounds is prohibited.

Section 20: Keys

Keys to buildings shall not be issued or loaned on any occasion to the Sponsor. Doors will be opened and locked by ISD facilities personnel or other ISD authorized representatives.

Section 21: ADA Compliance

ISD complies with the American with Disabilities Act (ADA) with respect to its policies, practices, and procedures. Sponsor must comply with ADA requirements for the Event by providing reasonable accommodations. Sponsor will need to notify ISD of any requested accommodation in a timely manner.

Section 22: Abandoned Property

Any property left in or on ISD facilities or grounds shall, after a period of ten (10) days from the last day of use hereunder, be deemed abandoned and shall become property of ISD to be disposed of or utilized at ISD's sole discretion.

Section 23: Non-Assignment

Sponsor shall not assign this Agreement in whole or in part to any other person; nor shall any other person use ISD facility or grounds or any portion thereof under this Agreement without the written consent of ISD. The consent to one assignment shall not be deemed to be consent to another assignment. Any assignment without written consent from ISD shall be void and shall, at the option of ISD, terminate this Agreement.

Section 24: Inspection and Emergency Access

In addition to ISD's express or implied right of entry under any other provision of this Agreement, Sponsor shall permit ISD to enter the facility or grounds at all reasonable times for the purposes of, but not limited to: emergency access; inspection to determine whether Sponsor has complied or is complying with the provisions of this Agreement; exercising any matters pursuant to applicable law or governmental regulations; and carrying out any purpose necessary, incidental or connected with the performance of any ISD obligation under this Agreement.

Section 25: Modification

This Agreement shall supersede and void all prior understandings, whether written or oral, and the terms herein shall bind the parties. Any modifications or amendments to this Agreement must be in writing and signed by the parties.

Section 26: Severability

If any provision of this Agreement should be found invalid or unenforceable, the remainder of the provisions shall remain valid and enforceable.

Section 28: Governing Law and Venue

This Agreement shall be governed by the laws of the State of Minnesota and venue for any legal proceedings shall solely and exclusively be in Lyon County, Minnesota.

Minneota Public Schools- Facilities and Equipment Use Agreement

Section 28: Cancellation/Termination

This Agreement may be cancelled or terminated due to unforeseen emergencies or events beyond the control of either party. If ISD terminates this Agreement because Sponsor has violated the terms of this Agreement, or because participants at or attendees of Sponsor's event have violated laws or ISD policies, then Sponsor is obligated to make full payment of all fees under this Agreement. Otherwise, termination by ISD shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used, less any expenses incurred by ISD.

By their duly authorized signatures below, the parties agree to enter into and execute this Agreement as of the date of ISD's approving authority identified below.

Sponsor

Date

Print Name and Title: _____

ISD Approving Authority

Date

Print Name and Title: _____

Minneota Public Schools- Facilities and Equipment Use Rules

1. The school district has established a priority list for use of school district facilities and equipment. This list can be found with Policy #902 at www.minneotaschools.org.
2. The school district has established a fee schedule for the use of school district facilities and equipment. The facility use fee schedule can be found with Policy #902 at www.minneotaschools.org.
3. Any person or organization requesting use of school facilities and equipment shall not advertise the event until receiving approval from the school district.
4. School facilities and equipment are not available to private groups or individuals for personal activities, such as wedding dances, receptions, private parties, or other privately-sponsored activities.
5. Any changes to the proposed use after a permit is issued must be submitted to the school district for review and approval.
6. The Superintendent may reject any application or rescind any agreement for facilities and equipment use when the activity is inconsistent with the educational goals of the District or when the activity is likely to cause bodily harm or property damage.
7. The school district complies with all federal, state, and local equal opportunity laws and regulations prohibiting discrimination in the use of school facilities. Users of school district facilities and equipment agree that the user will not unlawfully discriminate on the basis of race, color creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
8. All groups are required to provide adult supervision for all activities. The person(s) supervising activities must be in the facilities with the group at all times.
9. School kitchen facilities and equipment may not be used without prior written approval and payment of the appropriate fees. A school district food service employee must be present when school kitchen facilities and equipment are used.
10. Users agree to comply with the Facility and Equipment Use Agreement's provisions regarding alterations and decorations in school district facilities.
11. Users are responsible for and agree to pay for injury to persons or damage to school facilities or equipment arising out of user's use of school facilities as set forth in the Facility and Equipment Use Agreement.
12. Users agree to comply with and abide by the insurance and indemnification provisions in the Facility and Equipment Use Agreement.
13. User will be responsible for any and all costs associated with false fire alarm operation.
14. Possession of alcohol on school property is prohibited.
15. School district facilities are tobacco free. Tobacco use on school property is prohibited.
16. Weapons may not be brought onto school property except as permitted under federal and state law and school district policies. Weapons include, but are not limited to, firearms, ammunition, explosives, swords, knives, fireworks, pellet guns, and paint ball guns.
17. Service animals are permitted in or on ISD facilities or grounds. No other animals are permitted without the school district's written permission. The Americans with Disabilities Act (ADA) and Minnesota law allow service animals to accompany persons with disabilities in or on ISD facility or grounds. The ADA defines service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability.

Minneota Public Schools- Facilities and Equipment Use Fees

Facilities and Equipment	2024-2025 Fees		
	Minneota Youth Group or Association - No Fee or Admission Charged	Non-Profit Groups - Fee or Admission Charged	Minneota For Profit Groups and Non-Profit Non Minneota Groups
Viking Gymnasium	\$20 per hour	\$25 per hour	\$30 per hour
Auxiliary Gymnasium			
Concession Stand	\$25 per hour	\$30 per hour	\$35 per hour
Clean-Up Fee	None	\$35 per hour	\$35 per hour
Audio-Visual Fee			
Stage - Viking Gymnasium	\$20 per hour	\$25 per hour	\$30 per hour
Music Room-Private Lessons	\$30 per month	\$35 per month	\$40 per month
Cafeteria	\$20 per hour	\$25 per hour	\$30 per hour
Clean-Up Fee	None	\$35 per hour	\$35 per hour
Kitchen	\$30 per hour	\$35 per hour	\$40 per hour
Clean-Up Fee	None	\$35 per hour	\$35 per hour
Classroom	\$15 per hour	\$20 per hour	\$25 per hour
Parking Lot	None	\$10 per hour	\$15 per hour
School Fields and Greenspace	\$20 per hour	\$25 per hour	\$30 per hour
Scoreboards-Clocks	\$10 per hour	\$15 per hour	\$20 per hour
Piano	\$10 per hour	\$15 per hour	\$20 per hour
Portable Bleachers	\$5 per hour	\$10 per hour	\$10 per hour
Custodial fee	\$35 per hour	\$35 per hour	\$35 per hour
Risers	\$5 per hour	\$10 per hour	\$10 per hour
Custodial fee	\$35 per hour	\$35 per hour	\$35 per hour
Music Stands	None	\$5 per hour	\$10 per hour
Video Board	\$20 per hour	\$30 per hour	\$40 per hour
Video Set-Up	\$35 per hour	\$35 per hour	\$35 per hour

*Personnel: supervisors, security, custodians, set-up, and or clean-up fees may be included, depending on the nature of the event.

*A custodial fee of \$35 per hour may be assessed if required and outside of school hours, on weekends, and/or in summer months.

*A staff service charge may be assessed as required.

*Climate control may be charged per event as an additional charge.

*A snow removal fee may be charged when snow removal is required.

*An equipment replacement fee of 15% of gross revenue from ticket, entry, or fees collected may be assessed.