GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Inspiring Personal Excellence

DEPARTMENT OF OPERATIONS
Germantown Municipal School District
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138
Phone: 901.752.7900
Fax: 901.757.6479
www.gmsdk12.org

ADMINISTRATIVE GUIDELINES

USE OF DISTRICT FACILITIES

RULES REGARDING USE OF FACILITIES

These rules set forth the policy governing the use of and access to all buildings and/or grounds ("School Facilities) of the Germantown Municipal School District ("GMSD") other than for normal school purposes. For purposes of these rules, "normal school purposes" includes building and/or district wide activities of parent support groups, such as PTOs and booster clubs, which have been approved by the GMSD administration and/or Board.

CONTRACT NECESSARY FOR USE OF SCHOOL FACILITIES

Individuals, groups and organizations wishing to use School Facilities must enter into an agreement with GMSD. Application and agreement forms can be found at our website – www.gmsdk12.org under home page, then forms. Use of School Facilities shall be allowed only when an application and agreement have been properly executed by the sponsoring group or organization and approved by the Superintendent or his/her designee. All forms and payments must be submitted fourteen (14) business days prior to the event/activity.

BASIC REQUIREMENTS

These basic requirements are applicable to the use of School Facilities.

A. Age, Affiliation, and Responsibility of Applicant. To be considered, the application and agreement for the use of School Facilities must be signed by an adult who is at least eighteen (18) years of age and who is a member of the requesting group or organization. The adult signing the agreement (the "Designated Responsible Individual") shall acknowledge responsibility for the group or organization using the School Facility as provided herein. By signing the agreement, the adult shall agree that he/she shall be present at all times while the group or organization is using the School Facility or that one or more of the adults listed in the agreement shall be present while the School Facility is in use by the Group or organization.

B. Insurance Obligations. As a condition of the agreement, the following may be required:

1. Liability Insurance. The Superintendent or his/her designee will require that a renter obtain comprehensive liability insurance with GMSD named in the policy as additional insured. The amount of insurance required is $1 million comprehensive liability.

C. Indemnification. The Organization using the School Facilities and the Designated Responsible Individual jointly and severally shall indemnify and hold GMSD harmless from any and all claims and liability arising out of or related to such usage, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all costs and expenses, including but not limited to attorneys' fees, incurred as a result of such claims or liabilities, except where such claims or liabilities result solely and proximately from the negligence of GMSD.

D. Release of Liability. The Designated Responsible Individual shall agree to examine the School Facilities and accept same in the condition they then exist and on behalf of himself or herself and the using group or organization to release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the Facilities.

E. Notice of Dangerous Conditions. The Designated Responsible Individual shall agree:

1. To notify, in writing, the Chief of Operations of the discovery of any dangerous conditions that exist or develop in or on the School Facilities and immediately upon such discovery

2. Shall cease any usage which could result in damage to person or property

F. Prohibition of Alcoholic Beverages, Drugs, and Tobacco. No person shall be allowed in or on school property who has on his person any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind. Use of a drug authorized by medical prescription shall not be considered a violation of this rule. The use of tobacco in any form while within any school property is not permitted; this prohibition includes, but is not limited to, the use of tobacco products on school grounds at public functions, including athletic fields and stadiums. Students are not permitted to smoke, use, or possess tobacco products in school buildings and/or on school grounds at any time.

G. Speakers at Meetings. Speakers at meetings and the subject of the speech shall be described in the written application. Any speaker who is not officially connected with GMSD, must be approved by the Superintendent or his/her designee as part of the rental agreement. The character of speakers and any entertainment shall be of a standard, which is acceptable for presentation in a public school environment.

H. Custodial Coverage. Custodial coverage is required for use of the Facilities by any outside group. SKB Facilities and Maintenance is the current custodial provider for GMSD. Please contact SKB to set up this service for your specified date and time if this is needed. Otherwise, you will be responsible for leaving the facility in the same condition it was prior to the event. Additional fees may be charged in the event custodial services are not properly provided by the group using the facilities.

I. Specification of Hours for Facility Use. The specific hours and dates for the use of School Facilities must be set forth in the written application and agreement. This requirement includes the time(s) necessary for the preparation of the Facilities, the receipt of any deliveries of equipment and supplies, the actual opening and closing of the Facilities for the event, and the required time for cleanup and departure of people. Such hours and dates shall be subject to the approval of the Superintendent or his/her designee. In making these decisions, the Superintendent or his/her designee will take into account the needs of the entire community. The School Facilities shall generally be available for use by the public daily, 6:30 a.m. to 11:00 p.m., providing the Superintendent or his/her designee determines that there is no conflict with school activities and that it is not necessary to incur special costs to make the School Facilities available. Approval of requests for use of the School Facilities on weekends and school holidays will also be contingent upon the availability of staff. All rental and leasing activities will be considered canceled on days when the School Facilities are closed because of either emergency conditions or hazardous weather.

J. Responsibility for Physical Care and Security of School Facilities. After a School Facility is used, the group or organization using it and the Designated Responsible Individual shall be jointly and severally responsible for returning it to its normal condition, ready for school use. This responsibility includes cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement. No alterations, additions, or changes to a School Facility will be permitted without the approval of the Superintendent or his/her designee. The sponsoring group or organization and the Designated Responsible Individual shall be jointly and severally responsible for and shall pay for any damage to any School Facilities or other property. The presence of school employees on duty does not relieve such responsibility. Fees may also be charged to the group or organization if GMSD must pay a security officer, supervisor, or

any other employee to be in attendance at the School Facilities. The Superintendent or his/her designee may also require police for control of crowds and traffic and charge the cost to the sponsoring group or organization.

K. Use of Specific Equipment and/or Facilities. *The use of specific equipment* such as stage lights, kitchen facilities, movie projectors, and the like must be requested and approved in advance. A cafeteria worker must be present when a kitchen is used. Likewise, school technicians (stage crew) must be assigned to operate stage equipment. Personnel costs will be assessed per the rates listed in the fee schedule.

L. Financial Charges for Use of Facilities. *GMSD has established a fee* schedule for the use of School Facilities in accordance with Tennessee Law. Fees for the use of School Facilities under Rental and Lease Agreements shall be in accordance with the fee schedule or as determined by the Superintendent or his/her designee. The rental payment for the lease of School Facilities under a Lease Agreement will be subject to the approval of the Board. Unless otherwise provided in the Rental Agreement or the Lease Agreement, all fees and payments will be due and payable prior to the use of the Facilities. Upon approval of the Agreement, any excess payment will be refunded, while any shortage will be payable after the event and will be the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the use of the facility.

The Superintendent or his/her designee shall evaluate fees for the use of the School Facilities periodically. Normally, fees will be higher for outside groups or organizations (as defined in the "Priorities for Use of Facilities" listed below). The rental fee can include custodial services, security services, supervision or police, as needed. Charges will be according to the rates established in the fee schedule for school personnel and according to actual costs for non-school personnel.

The fee schedule will be made available as a part of the rental application, which can be found online. The Superintendent or his/her designee shall have the authority to waive or reduce any fee for any community, city, or school-sponsored group or organization if there are appropriate circumstances that warrant such consideration.

M. Revocation of Right to Use. Except *as may be provided in the Rental Agreement*, GMSD may revoke the right to use School Facilities at any time with or without notice.

N. Other Requirements, Rules, and Regulations. *The Superintendent or his/her* designee require special terms, conditions, and rules in any Rental Agreement or Lease Agreement if in his/her opinion such terms and conditions are necessary to protect School Facilities and/or the GMSD's relationship with the community. Situations that are substantially outside the scope and intent of this rule shall be submitted to GMSD for its consideration.

O. Consequences for Noncompliance. Any *unsatisfactory experience with* a particular sponsoring individual, group, or organization shall be adequate reason for refusing future application for use of School Facilities. This shall include, but not be limited to, poor care of a Facility, unpaid fees, and/or unpaid damages. Furthermore, any person who enters any of the School Facilities at any time when they are not open for use under the rules or regulations of GMSD may thereafter be denied the privileges of using all School Facilities.

GUIDELINES GOVERNING APPROVAL/DISAPPROVAL OF APPLICATIONS

In addition to the Basic Requirements defined above, the following guidelines shall apply when considering requests for the use of School Facilities.

A. Priorities for Use of Facilities. *Priorities shall be established for* the kinds of groups that have first consideration in using specific School Facilities for a specific date. Within any category of activities listed below. However, the general practice will be to grant contracts for the use of School Facilities on a "first come, first served" basis. It is ultimately the decision of GMSD in which group category you are classified and the fees you are responsible for.

GMSD Rental Group Categories

Group 1 Definition: Curricular and Co-curricular functions that are either related to the curriculum or directly sponsored by GMSD. The exclusive purpose of these groups is to support the programs of GMSD. (NO CHARGE FOR THESE GROUPS)

Examples: Capstone projects, theatre, band and choral groups, interscholastic athletics, intramural athletics, clubs related to curricular activities, employee/school support groups, student government, booster groups, PTO groups, school social functions, SACC.

Group 2 Definition: City or School supported activities whose activities are student and/or community related and benefit GMSD and/or the City of Germantown. (NO CHARGE FOR THESE GROUPS)

Examples: City of Germantown Parks and Rec, City of Germantown Adult Education Programs, City of Germantown Recreational Activities, City of Germantown Government, sports, activities.

Group 3 Definition: A non-profit community group whose benefits go to charity, community projects, or school projects. Their primary purpose is to serve the community with worthwhile educational, civic, or charitable activities.

Examples: Scouting groups, Church groups, Charity organizations

Group 4 Definition: Established City of Germantown organizations, businesses or groups of City of Germantown residents. The group or organization must have the main office or facility within the boundaries of the City of Germantown.

Examples: Non-profit or profit making groups who are based inside the City of Germantown.

Group 5 Definition: Outside group or organizations whose main office or facility is not within the City of Germantown.

Examples: Non-profit or profit making groups whose profits go directly to the individual or organization and who are based outside the City of Germantown.

B. Religious or Political Uses of Facilities.

1. Use of Facilities by Churches and Synagogues. Churches and *synagogues may rent School Facilities for* worship and religious education.

2. Use of Facilities for Religious Activities. (See Board policy regulation).

3. *Use of Facilities* for Citizens' Assemblies and Political Meetings. *The School Facilities may be used to hold meetings of electors* to discuss public questions and issues. When the Facilities are made available for use by a group of one political or social persuasion, they will also be made available for the group's counterpart.

Political meetings for the discussion of public questions and issues may not be scheduled during school hours. No facility charge is to be made for such use. Any organization or group of citizens permitted to use the properties shall be responsible for any damages done by them over and above the ordinary wear, and shall, if required, pay the actual expenses incurred such as janitor service, light, and HVAC.

C. Compliance with City Code and Zoning Regulations. Groups and organizations wishing to use School Facilities will be responsible for compliance with permitted principal, conditional, and accessory uses for school facilities as defined in City zoning provisions. Likewise, applying groups and organizations are responsible for compliance with all applicable City code provisions.

D. Use of Screening Factors. In addition to the basic contract requirements and the above guidelines, the Superintendent or his/her designee may consider any one or more of the following factors in approving or disapproving an application for the use of Facilities:

1. principal or his/her designee's approval
2. source(s) of financial support
3. proposed use of facility
4. special accommodations required
5. modification of existing facility
6. potential for extraordinary or unusual activities or users
7. "typical" user of facility
8. compatibility with other programs at desired facility
9. meeting an unmet community need
10. hazardous conditions or substances
11. erection of signs and notices
12. amount of desired space
13. desired date of occupancy
14. length of contract desired
15. projected number using facility
16. traffic volume and parking requirements
17. input from coaches, boosters, and groups that invest in and/or maintain the facilities
18. other factors not herein listed but of sufficient merit to be included

GMSD Facility Rental Use Fees

FACILITY	GROUP 1 (HOURLY FEE)	GROUP 2 (HOURLY FEE)	GROUP 3 (HOURLY FEE)	GROUP 4 (HOURLY FEE)	GROUP 5 (HOURLY FEE)
Auditoriums					
High School	N/C	N/C	$75.00	$100.00	$300.00
Middle Schools	N/C	N/C	$35.00	$50.00	$150.00
Elementary Schools	N/C	N/C	$35.00	$25.00	$60.00
Cafeterias					
High School – with kitchen	N/C	N/C	$30.00	$40.00	$120.00
High School - without kitchen	N/C	N/C	$15.00	$20.00	$60.00
Middle Schools – with kitchen	N/C	N/C	$20.00	$28.00	$84.00
Middle Schools – without kitchen	N/C	N/C	$10.00	$14.00	$42.00
Elementary Schools -with kitchen	N/C	N/C	$12.00	$16.00	$48.00
Elementary Schools – without kitchen	N/C	N/C	$6.00	$8.00	$24.00
Stadium Fields and Tracks					
High School Stadium – with lights	N/C	N/C	$150.00	$200.00	$600.00
High School Stadium – without lights	N/C	N/C	$125.00	$175.00	$500.00
Soccer Field – with lights	N/C	N/C	$100.00	$150.00	$450.00
Soccer Field – without lights	N/C	N/C	$75.00	$125.00	$350.00
Baseball Fields					
Varsity Baseball Field	N/C	N/C	$40.00 per game	$60.00 per game	$80.00 per game
Gymnasiums					
High School	N/C	N/C	$15.00	$20.00	$60.00
Middle Schools	N/C	N/C	$11.00	$14.00	$42.00
Elementary Schools	N/C	N/C	$6.00	$8.00	$24.00
Music, Art & Computer Rooms					
High School	N/C	N/C	$15.00	$20.00	$60.00
Middle Schools	N/C	N/C	$11.00	$14.00	$42.00
Elementary Schools	N/C	N/C	$6.00	$8.00	$24.00
Classrooms – All Schools	N/C	N/C	$6.00	$8.00	$18.00
Misc Spaces – All Schools	N/C	N/C	$6.00	$8.00	$24.00

**********ADDITIONAL CHARGES FOR AFTER HOURS AND/OR SPECIAL SERVICES**********

After 11:00 PM & Before 6:30 AM, Mon-Fr. Custodian Fee	Add $40.00/hr to each rental rate above
Monday-Saturday Plant Manager/Supervisor Fee	Add $40.00/hr to each rental rate above
Sunday Plant Manager/Supervisor Fee	Add $50.00/hr to each rental rate above
Food Service Personnel (per person)	Add $40.00/hr to each rental rate above
Auditorium Supervisor and/or Assistant (per person)	Add $40.00/hr to each rental rate above
Auditorium Stage Crew	Add $25.00/hr to each rental rate above
Stadium Manager (Houston High School)	Add $40.00/hr to each rental rate above
Scoreboard Operator (Stadiums, baseball, softball field)	Add $40.00/hr per game to each rental rate above
PA Announcer (Stadiums, baseball, softball field)	Add $40.00/hr per game to each rental rate above
Athletic Trainer	Add $35.00/hr to each rental rate above
Other personnel and equipment as requested	Additional charges may apply based on request

*** Additional Fees for extensive set-up and/or clean-up may be assessed**

Revised 7/2025