

Policy EBH: School Facility Rental

Status: ADOPTED

Original Adopted Date: 08/01/2003

SCHOOL FACILITY RENTAL

THIS POLICY SHALL BE USED IN CONJUNCTION WITH POLICY EBHA, USE OF SCHOOL PROPERTY

I. PURPOSE

To establish reasonable regulations for the short-term use of certain school facilities for school related activities and by the community and to authorize the superintendent or his designee to approve the use of certain school facilities only under the terms and conditions stated herein.

II. IMPORTANT NOTICE TO PROSPECTIVE FACILITY USERS, INCLUDING SCHOOL-RELATED USERS

1. A public liability insurance policy which insures this school district against loss due to bodily injury or property damage in the amount of \$500,000 and \$500,000 respectively shall be in effect during the full term of use by you of any facility. There shall be no exception other than most school related uses.
2. Coverage shall be evidenced by a valid written Certificate of Insurance from an insurance company licensed to do business in Mississippi by the State Insurance Commissioner which names the School Board of the Hattiesburg Public School District as insured or additionally insured during the term of your use of the facility. Said Certificate must state policy limits, types of coverage, date(s) of coverage and signature(s). No set-up, rehearsal or event shall commence unless and until the superintendent or his designee receives proof of coverage, even if rental fees have been paid.
3. Securing the required insurance coverage shall be the responsibility of the individual renting the facility at his sole cost and expense.
4. Individuals, businesses, governments, agencies and organizations having public liability coverage should contact their agent regarding this requirement prior to completing this application. Others should seek a reputable agency to secure coverage prior to completing their application.
5. School related uses of facilities in which the school related class, club or organization uses the services of an individual, group or business in a joint business relationship shall meet this insurance requirement before the activity may take place.

III. GENERAL

1. School facilities are not available for purposes which may be suitably accommodated through the use of non-school facilities.
2. School facilities are not available for the promotion of games of chance.
3. School facilities are not available if the requested use would in any way conflict with or displace a school class, school activity, school event or in any way disrupt the education process.
4. Except for certain uses allowed by law the superintendent or his designee shall have the authority to deny any request for short-term use of any school facility by any individual, group or organization if, in his opinion, such use would not be to the best interest of this school district.
5. Any individual, group or organization receiving approval to use certain school facilities shall not exclude from such facility any person for the reasons of race, color, creed, national origin, age, sex, religion or handicap.
6. School facility users are responsible for compliance with all regulations and laws which apply to public school building use.
7. School facility users shall not allow smoking and shall not serve food and/or drink except in those areas that may be designated by the school administrator having responsibility for a facility.
8. School facility users are responsible for any damage or theft to the facility and/or equipment due to user's occupancy regardless of cost. The superintendent may require a refundable cash deposit to be used in case of damage or theft.
9. School facility users shall not permit disruptive behavior or the use, possession or distribution of any pornographic material, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage or intoxicant of any kind on school property. The use of prescription drug by the person for whom it was prescribed is permitted.
10. School facility users shall have participants enter and leave a facility by the most direct route.
11. All functions shall terminate by 1:00 a.m.

12. Any facility use granted shall not be assigned to another person, group or organization by the grantee.
13. Any short-term use shall not exceed three (3) consecutive days or portions of three (3) consecutive days.
14. Each written request for use shall be made on the school board approved application form.

IV. MAKING APPLICATION

1. Interested parties shall make application with the school principal or school administrator responsible for the facility they desire to use.
2. If the principal or administrator can grant such request without any detriment to the school district's program he/she shall approve said application and forward same to the superintendent with the total sum of all applicable fees and insurance documents attached thereto.
3. Applications must be received by the superintendent no later than seven (7) calendar days prior to the use date(s) requested or such request shall be denied.

V. SUPERVISION REQUIRED

Unless otherwise noted the use of any facility shall be supervised at your expense during such use by at least one employee of the school district. This may be the principal, the administrator having responsibility for the facility and/or one or more employee designees. Additional supervision is required to the extent necessary to protect the interest of the school district. The appropriate rate as found in the rate schedules for each supervisor shall be included in the rental charge.

VI. RENTAL CHARGES

1. The school board will renew and revise if necessary these rate schedules annually. The rental charges shall be sufficient in amount to provide a pro rata cost to the district for utilities, insurance, maintenance on the facility and its equipment, and labor.
2. An air conditioning and heating minimum shall be charged and reflect the utilities costs to the district for cool-down or warm-up.
3. Labor charges shall be charged from the time the facility is opened until it is closed.
4. The hourly rates in each schedule shall apply for each hour of use including rehearsals, set-up, and take-down.
5. Users shall be charged for any time in excess of that shown on the rental application.

VII. INSURANCE (see also Paragraph II above)

The rental charge does not provide the user with any liability or property damage insurance. It is the user's responsibility for securing any insurance he may deem appropriate.

VIII. USE CLASSIFICATION (see also Paragraph II above)

1. Class "A" -- School Related Use (see also Paragraph II above) The following may use certain school facilities without charge and without application when approved in advance by the school principal or school administrator having responsibility for a facility and supervised by the school principal or administrator having responsibility for the facility or his designee who is an employee of the school district:
 - a. Classroom teachers and coaches for classroom and athletic related activities.
 - b. Student public performances.
 - c. A school's PTA unit for its meetings and activities.
 - d. A school's board-approved booster club(s) for their meetings and activities.
 - e. A school's board-approved student clubs and organizations for their meetings and activities with the sponsor.
 - f. The city PTA Council for its meetings and activities.
 - g. A school's membership of any professional teachers' organization for building level or school district-wide meetings.
 - h. In-service workshops and other staff development opportunities offered by or in cooperation with the school district for its employees.
 - i. Community education and continuing education personnel, for classes offered by or in cooperation with the school district may apply as indicated below for the use of certain school facilities. Community education and continuing education classes shall be charged only the hourly rental rate found in Schedule "A" for the facility used to include utilities if applicable.

- j. School clubs and organizations using school facilities for raising funds which will be considered private funds shall reimburse the district its cost for the utilities consumed in the use of the school facility. (see Paragraph II above)
 - k. School related use does not include any use which would result in material gain for any employee or student.
2. Class "B" -- Governmental Use (see also Paragraph II above)
- a. Departments or agencies of local county, state or federal government and tax supported educational institutions may apply, as indicated below, for the use of certain school facilities without charge for public hearings or for the dissemination of non-political information to the public.
 - i. The Recreation Department may apply as indicated below for the use of certain school facilities without charge for its programs and/or events.
 - b. Each use shall be under the continuous supervision of the department director or his designee who is an employee of the Recreation Department.
 - i. The department director shall attach the schedule of activities to take place within the facility to the application. The schedule shall identify the person supervising the activity.
 - ii. The department shall keep the facility clean and neat at all times.
 - c. The Director of Civil Defense may file contingency plans with the superintendent for the use of certain school facilities and/or transportation services without charge in the event of a declared emergency or natural disaster. Such plans shall include provisions for continuous supervision of any facility used and shall insure the proper use of any school equipment required.
3. Class "C" -- Public Service Use (see also Paragraph II above)
- a. Non-profit, non-political groups, clubs, organizations, or individuals without paid staff, unrelated to school use, whose activities are philanthropic and are or would be considered by community standards as being worthwhile to the community as a whole may apply as indicated below for the use of certain school facilities. Public service users may charge admission and/or sell or offer for sale merchandise provided the proceeds therefrom are used solely for philanthropic purposes. Public service use includes, but is not limited to, Community Concert performances or civic club fundraisers.
4. Class "D" -- Commercial Use (see also Paragraph II above)
- a. Groups, clubs, organizations with one or more paid staff or groups, clubs or organizations whose members stand to profit materially as individuals, due to their membership, self-employed persons, and non-profit or for profit businesses who will not charge admission or solicit funds or sell or offer for sale merchandise or make any other authorized use of a facility which due to such use would result in financial gain to the user may apply as indicated below for the use of certain school facilities. Class "D" commercial use includes but is not limited to dance recitals, piano recitals, church related meetings, beauty pageants.
5. Class "E" -- Commercial Use (see also Paragraph II above)
- a. Groups, clubs, organizations with one or more paid staff or groups, clubs or organizations whose members stand to profit materially as individuals, due to their membership, self-employed persons, and non-profit or for profit businesses who intend to charge admission and/or solicit funds and/or sell or offer for sale merchandise or make any other authorized use of a facility which due to such use will result in financial gain to the user may apply as indicated below for the use of certain facilities. Class "E" commercial use includes but is not limited to church related meetings and promotional entertainment.
6. Class "F" -- Youth Associations (Deposit and liability insurance are required. Under special circumstances the rental fee may be waived.)
- a. Non-profit organized youth groups may utilize gyms/athletic fields providing that adult officers/sponsors:
 - i. School district events will take precedence. Subject to cancellation with prior notice.
 - ii. Schedule must be provided in advance.
 - iii. Are responsible for supervision of students at all times. (Before and after planned events) Failure to provide supervision may lead to restricted use of the facilities as determined by the Superintendent. It is the sole responsibility of the Youth Association to supervise students. School staff will not be expected to supervise students for the Youth Association.
 - iv. Provide adequate police for security.

- v. Clean-up of the facility, including outside area of the gymnasium, immediately after use.
- vi. Payment is due prior of event. Failure to clean the facility appropriately will result in forfeit of deposit and an additional deposit will be required for future use.
- vii. Pay for any damages to property and/or equipment.
- viii. Abide by all general rules in this agreement.
- b. Deposits covers a specified period of time, to be determined by the administration. Time period may not exceed one calendar year.
- c. Excludes the following:
 - i. any events for profit or any event where admission is charged, and/or
 - ii. Any event open to individuals outside of the actual youth organization (i.e. tournament, fundraisers, etc.)

IX. SPECIAL REQUIREMENTS FOR STADIUM RENTAL

1. The actual cost of supplies and labor shall be charged a user requesting field preparation.
2. Additional supervision shall include adequate off-duty policemen for security and traffic control at the expense of the user.
3. Should a rental follow an activity occurring the previous night clean-up costs shall be at the expense of the next day's user.
4. Outside stadium clean-up shall begin no later than 8:00 a.m. the morning following an activity.
5. Use of the district's concession, sound reinforcement, or other equipment shall be only by personnel approved by the Site Supervisor or his designee.
6. Alterations to facilities are prohibited unless approved in advance by the Site Supervisor. The costs of alterations and/or supervision shall be at the expense of the user.
7. Temporary field painting and/or decorations in addition to those provided by the district shall be approved in advance by the Director of Operations.
8. No animals shall be allowed on the field.
9. The Stadium Director may suspend all traffic in the event of a wet track. At no time are vehicles allowed on the playing field. Except for the district's maintenance vehicles the following only are allowed on the stadium track when approved in advance by the Stadium Director.
 - a. Emergency vehicles.
 - b. Mobility impaired spectators remaining in their vehicles.
 - c. Vehicles carrying homecoming royalty and for similar uses.
10. The use of the field house dressing room by visiting athletic teams is subject to the following conditions:
 - a. The district's team managers shall be on duty in the dressing room at the user's expense.
 - b. Any "shrinkage" in the district's equipment and supply inventory shall be charged to the user.
 - c. Any clean-up shall be at the expense of the user.

X. SPECIAL REQUIREMENTS FOR DINING ROOM USE

1. Kitchens and equipment are not available for use by anyone other than cafeteria personnel.
2. Meal preparation and dining room service by cafeteria personnel is not available to non-school related users if such use would place the school district in competition with commercial establishments.
3. Should a user intend to serve any food or drinks in a dining room, cafeteria personnel shall be on duty at your expense during serving time and afterward for clean-up.
4. Health Department regulations require that all garbage shall be removed from the school premises by the user immediately after clean-up.
5. No keys shall be given out for any reason.
6. No ornaments, signs, decorations, etc. shall be hung from ceilings or placed on walls unless approved in advance by the Cafeteria Director.

XI. RATE SCHEDULE

CLASS	DEPOSIT	BASE RENTAL	HOURLY RATE	JANITOR WAGE/HR.	SECURITY

A	N/A	N/A	N/A	N/A	N/A
B	N/A	N/A	N/A	\$26.00	\$37.00
C	50%	\$50.00	\$25.00	\$26.00	\$37.00
D	50%	\$50.00	\$35.00	\$26.00	\$37.00
E	50%	\$50.00	\$25.00	\$26.00	\$37.00
F	\$200.00 ¹	\$200.00	\$25.00	\$26.00	\$37.00
*approximate overtime rate of pay plus fringe benefits					

NOTE: PLEASE SEE EBH-E attached, for the Application Form.

Additional rental fee(s) may be charged in addition to the aforementioned rate schedule, but not limited to the following:

1. Payment of school personnel for opening/closing and supervision of school facility. \$200.00 for first four (4) hours and \$25.00 for each additional hour. (Administration may waive this fee.)
2. Payment of sound technician. \$25.00 per hour, if needed. (Administration may waive this fee.)
3. Payment of lighting technician. \$25.00 per hour, if needed. (Administration may waive this fee.)
4. Payment for security. \$35.00 per hour. (Outside security may be used if approved by the Superintendent or their designee)

Facility	Refundable Deposit	3-hr min.	Additional Hourly Rate
D.I Patrick Stadium	50%	\$300	\$100
Smokey Herrington Park	50%	\$300	\$100
Buddy Watkins Gym	50%	\$300	\$100

Last Review Date: 11/12/24
