

## DCSC Facility Use Agreement/Application to Use School Facilities

The Board of School Trustees for the Danville Community School Corporation wishes to encourage use of school facilities as long as use is for a lawful purpose and does not interfere with conduct of DCSC's educational programs, the primary purpose of which the buildings and grounds are intended. Community use of facilities is subject to the terms of District Policy and Procedures as well as the current schedule of user fees. Permission to use a particular facility may be denied based on belief that activity proposed may not be in the District's interests, or due to the level of previously scheduled use.

Name of Organization \_\_\_\_\_

Contact Name \_\_\_\_\_

Number of Teams/Participants \_\_\_\_\_

Billing Address \_\_\_\_\_

Contact Phone \_\_\_\_\_

Nature and Purpose of Activity \_\_\_\_\_

Specific Facility/School Requested \_\_\_\_\_

Dates to Be Used \_\_\_\_\_

Times of Day/Evening \_\_\_\_\_

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**FACILITY RENTAL FEES** will be determined by the latest established rental rates. Charges shown on the application form will be invoiced. Payments are to be made to the District within 30 days. Charges may be levied to cover the cost of additional services not covered in the original agreement or for the damages or agreement violations. The District reserves the right to require and charge for custodial, security and/or other authorized District employees to be on the premises. **Refundable security deposit of \$500 is due upon application acceptance to cover any incidental damages to school property caused by participants/attendees.**

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### **AGREEMENT AND INSURANCE**

The person or organization entering into this agreement with DCSC for the use of facilities or equipment described above certifies that the information given in this applicant is current. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations. The applicant further agrees to reimburse DCSC for any damage arising from the applicant's use of said facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment will be reported to DCSC authorities immediately.

The person signing the facility use form shall be in attendance (or another specifically named designee) on behalf of the organization throughout the stated hours and dates of usage and shall be responsible to school officials for the proper use of the facility.

The entity authorized to use the facility shall provide: Proof of liability insurance (Certificate of Liability) in the amount of \$1,000,000 combined single limit bodily injury/property damage, with Danville Community School Corporation named as an additional insured. Pool usage, current water safety certificates must accompany the request, and a currently certified lifeguard must be on duty at all times during the event.

The applicant agrees that DCSC and its agents or employees will not be liable for any damage to a person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the DCSC and its officers, employees, directors and agents from claims, liabilities, or suits, arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of DCSC.

**I have read the rules and regulations above and below of this form and agree with the conditions and charges established:**

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

## RULES AND REGULATIONS

- The use of facilities for any purpose whatsoever shall be cleared through and initiated by the Operations Coordinator.
  - Applicant/organization is responsible for the safety and conduct of its participants and spectators.
  - Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities, fees will be applied.
  - All events will be required to meet the occupancy load and fire and safety regulations of DCSC.
  - Designated area: The use of the building will be strictly confined to areas designated. If areas are used without permission, then additional fees may be assessed and could result in barred use of facilities.
  - Established parking areas shall be used for all vehicles. At no time shall areas that are in grass, shrubs, etc. be used for parking.
  - Concessions: All rights for the operation of concessions are reserved by the district.
  - Use of alcohol, tobacco, and/or drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities.
  - Firearms or other dangerous weapons are prohibited on school grounds as defined by law.
  - Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
  - Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
  - Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
  - District-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by DCSC has been granted, fees apply. Groups or individuals cannot use DCSC-owned expendable supplies.
  - Users shall be responsible for returning the facility to its original condition immediately following the event. Custodial fees applicable to ALL applicants.
  - Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
  - The applicant/organization shall not practice discrimination of any kind.
  - Cancellations by applications require at least at 24-hour notice. Otherwise, related actual costs shall be borne by the applicant.
  - Facility use is cancelled when facility/building is closed due to an emergency.
  - Facility use fees may include on-site facility oversight, custodial fees, and security fee, plus a fee to cover other expenses including heating/cooling and lights. Additional charges will be made for groups of over 100 people in attendance. The fees are established by the DCSC Board.
  - **Supervision Expectations: crowd control, lights/on/off; doors unlocked/locked, spill clean-up, report any damages to DCSC staff**
  - DCSC reserves the right to refuse or revoke any authorization issued for the use of a school building or grounds, and if rental has been paid, to refund such rental less expense incurred by DCSC in connection therewith.
  - The Board and DCSC do not intend to create an open forum for public use of its facilities and grounds. The Superintendent and Operations Coordinator shall take appropriate action to avoid such a forum being created. If at any time the Board wishes to change the nature of the forum it has previously allowed through community use of DCSC facilities, the Board may do so to either expand or contract that forum and its attendant facilities usage.
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### INTERNAL ONLY

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

## USE OF SCHOOL FACILITIES

### Charges and Priority Among Users

Qualified users (defined below) may use DCSC facilities subject to the following order of priority and charges:

- A. *District Programs and District Sponsored Programs:* No charge will be assessed for such use;
- B. *School Associated Organizations and Foundations:* PTA, PTO, or approved non-profit groups established to directly and financially benefit DCSC. No facility charge will be assessed for such use, however, a staff fee, if required, will be charged. The district will provide official recruiting representatives of the state and United States military forces, Job Corps, Peace Corps and AmeriCorps with access to school facilities (including number of days and type of presentation space) equal to and no less than the access provided to other post-secondary occupational or educational representatives;
- C. *Community Non-Profit, School Associated:* Approved non-profit groups established in part to benefit DCSC. A facility charge will be assessed for such use based on our fee schedule and if required, a staff fee will also be charged;
- D. *Public Entities:* Use by public entities may be arranged through intergovernmental use agreements. Charges, if any, will be determined in the intergovernmental use agreement. Use by public entities or private organizations assisting the government in times of emergency, such as the Red Cross, may also be arranged directly through the Superintendent or Operations Coordinator on a case by case basis. In case of local or national emergency, such use may take precedent over all other uses at the sole discretion of the Superintendent or Operations Coordinator;
- E. *Community Non-Profit Group Use:* Community groups such as youth groups, churches, lodges, recreation leagues, music groups, etc. may apply for use of DCSC facilities. Such groups will be charged a rental rate for the actual cost of the use of the facility. Such costs will include the costs of any additional personnel, material, and utilities costs made necessary by the use, plus a uniform administrative service charge to be determined by the Superintendent or Operations Coordinator. **These organizations charge gate fees and/or other fees to participants or attendees.** If the use entails wear and tear on the facility, an extra charge may be included to account for such costs, or the use may be denied, at the Superintendent's or Operations Coordinator's sole discretion;
  - a. Nonprofit groups of the kind that have their own facilities (such as churches, lodges, veterans' groups, granges, etc.) which wish to use DCSC facilities on a regular, but temporary basis, may do so under this rental rate, but for no more than two years and may not average more than twelve hours of use per week. DCSC expects that such groups will be progressing towards building their own facilities.
  - b. The rental fee may be waived at the sole discretion of the Superintendent or Operations Coordinator when a non-profit group is raising funds for charitable purposes. To be granted this exception, the group must have a 501(c)(3).
- F. *Commercial for-Profit Use:* DCSC facilities will not be available to any commercial enterprise for more than two occasions per year. DCSC will charge the commercial user at least market rates for facilities rental, as determined at the sole discretion of the Superintendent or Operations Coordinator.