

KRESA FACILITY USE

The KRESA Board of Education allows for outside use of KRESA meeting rooms to support p-26 educational efforts in the Kalamazoo community. It also recognizes that the primary purpose of facilities is to support KRESA and our local district with instructional programs, and that other usage shall not interfere with that purpose.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

To the fullest extent permitted by law, the APPLYING ORGANIZATION agrees to indemnify, defend, and hold harmless KRESA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services or use of the facilities and grounds and parking area under this Agreement provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom; regardless of whether or not it is caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of KRESA, its officers, agents, volunteers, or employees, or a party indemnified hereunder. KRESA reserves the right, but not the obligation, to participate in defense without relieving the applying organization of any obligation hereunder.

1. No alterations to facilities shall be made without prior written approval.
2. Applying Organizations using the facilities shall be responsible for payment of any and all damages to building and equipment caused by self/patrons and shall be responsible for any security/custodial charges accumulated as a direct result of this use.
3. SMOKING, ALCOHOLIC BEVERAGES, LIT CANDLES, AND GAMBLING ARE NOT PERMITTED ON THE PREMISES AT ANY TIME. NO ONE IS ALLOWED TO BE UNDER THE INFLUENCE OF MARIJUANA, EVEN IF IT IS FOR MEDICAL PURPOSES.
4. All properties are to be accounted for and left in good condition as received. Chairs, tables, podiums, etc., are to be put away in the correct manner and location.
5. Sub-leasing is not allowed. Lesse shall not re-assign their agreement to any other entity or group.
6. The District Administration reserves the right to cancel any agreement if, after investigation, it is determined that such use is not in the best interest of KRESA.
7. Additional rules may apply, depending on the facility being rented.

Requirements

- **Insurance:** An insurance certificate, showing proof of insurance for a minimum of one million dollars (\$1,000,000) combined single-limit bodily injury and property damage liability, must be submitted to and approved by KRESA before the facility may be used. The certificate must list KRESA as additional insured. The certificate covers all areas of KRESA property accessible to the renter and its patrons, including facilities, parking, walkways, and/or areas to which access cannot be limited.
- **Supervision and Security:** A site supervisor on behalf of the requesting organization is required to always be present during the reservation and will be responsible for the supervision of guests, students, and participants until all attendees have left the premises.
- **Nature of Programs:** The use of KRESA facilities shall not be granted for any purpose which is prohibited by law, private social functions, raising funds for political purposes, or commercial or profit-making organizations.
- **Restrictions on Use:** Approved users are restricted to the dates and hours approved and to the building areas specified.
- **Fire and Safety Regulations:** Approved users are responsible for always complying with all local and state fire and safety regulations. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit, so they block exits, aisles, or stairways. Facility capacities, as determined by the fire marshal, shall be observed.
- **Cancellations of Events:** It may be necessary to cancel community use of KRESA facilities in the event of building closing due to weather, equipment failures, and unforeseen emergencies.
- **KRESA Support:** The Operations Team shall be on duty whenever a facility is being rented, regardless of organization class. When a group or organization uses a facility, KRESA will see that the facility is properly heated or cooled, that lights are turned on, and that rented spaces are accessible for the group's use of the facility.
- **KRESA Offices:** Offices will not be opened, and district telephones can only be used for emergencies.
- **Building Access:** Service Center main entrance doors shall be unlocked during operating hours, and a door pin will be provided outside of operating hours. Career Connect Conference Center doors shall remain locked at all times, but a door code may be scheduled to provide access.

Class Definitions

Class I

This category of users is exempt from facility rental fees, but subject to additional fees such as clean-up fees and fees for overstaying reservation time.

This class includes:

1. KRESA Sponsored Events.
 - Includes training and professional development activities provided by organizations that support Kalamazoo County pre-K-12 school operations and staff, such as Edustaff (substitute onboarding), PowerSchool (system and application training), MARSP (retirement planning), MSBO (school finance and operations), REMC (technology and instructional resources), and Enviro-Clean (custodial procedures and safety training).
2. Kalamazoo County Public Schools directly sponsored programs or activities.
3. State or local government groups that are pre-K-12 focused (**MDE, MiLEAP**) and whose events serve students and educators in the region

Class II

This classification is reserved for public and higher education affiliated organizations only. Class II organizations are subject to Class II rental fees and additional fees such as clean-up fees, fees for overstaying reservation time, and late cancellation fees. An IRS letter of determination indicating 501(c)3 or 501(c)4 status is required to be considered a Class II organization.

Examples of Class II organizations include:

- Western Michigan University
- Kalamazoo Valley Community College

Class III

This category of users includes all other not-for-profit organizations not considered under Class II. Class III organizations are subject to Class III rental fees and additional fees such as clean-up fees, fees for overstaying reservation time, and late cancellation fees. An IRS letter of determination indicating 501(c)3 or 501(c)4 status is required to be considered a Class III organization.

Examples of organizations included in Class III:

1. State or local government groups conducting community or official business within the KRESA district.
2. Youth organizations
3. Rotaries and Lions Clubs
4. Churches and religious groups
5. Homeowners Associations.

Class Definitions (cont.)

Class IV

This category of users includes all commercial, profit-making individuals and organizations not qualifying for Class I, Class II, or Class III. Class IV organizations are subject to Class IV rental fees and additional fees such as clean-up fees, fees for overstaying reservation time, and late cancellation fees.

Rental Hours

Service Center: Monday – Friday, 7:30 am to 4:30 pm

- After-hours (until 9:00 PM) may be approved with at least 48 hours' advance notice. Please note that a 25% surcharge will apply to any reservations scheduled outside of normal business hours.
- Facility use is not available on Saturdays or Sundays

Career Connect Conference Center: Monday – Friday, 7:30 am to 2:30 pm

- After-hours (until 8:00 PM) may be approved with at least 48 hours' advance notice. Please note that a 25% surcharge will apply to any reservations scheduled outside of normal business hours.
- Facility use is not available on Saturdays or Sundays.

Fees

- The minimum rental is 1 hour.
- 25% surcharge applies to any portion of the reservation that occurs during approved after-hours use.

SERVICE CENTER (1819 E. MILHAM AVE, PORTAGE):

Hourly Rate (Within Normal Business Hours)					
Room	Seating Capacity	Class I	Class II	Class III	Class IV
Conf. Room A	25	\$0.00	\$25.00	\$50.00	\$75.00
Conf. Room B	30	\$0.00	\$25.00	\$50.00	\$75.00
Conf. Room C	20	\$0.00	\$25.00	\$50.00	\$75.00
Conf. Room D	15	\$0.00	\$25.00	\$50.00	\$75.00
Conf. Room A + B	55	\$0.00	\$50.00	\$100.00	\$150.00
Conf. Room B + C	50	\$0.00	\$50.00	\$100.00	\$150.00
Conf. Room C + D	35	\$0.00	\$50.00	\$100.00	\$150.00
Conf. Room A + B + C	75	\$0.00	\$75.00	\$150.00	\$225.00
Conf. Room B + C + D	65	\$0.00	\$75.00	\$150.00	\$225.00
Conf. Room A + B + C + D	90	\$0.00	\$100.00	\$200.00	\$300.00
Conf. Room H (Formerly the Wile)	66	\$0.00	\$75.00	\$150.00	\$175.00

CAREER CONNECT CAMPUS (3500 VANRICK DR., KALAMAZOO)

Hourly Rate (Within Normal Business Hours)					
Room	Seating Capacity	Class I	Class II	Class III	Class IV
F110	70	\$000.00 - Events \$000.00 - Meetings	\$150.00 - Events \$100.00 - Meetings	\$200.00 - Events \$150.00 - Meetings	\$225.00 - Events \$175.00 - Meetings
F107C+F110	86	\$000.00 - Events \$000.00 - Meetings	\$175.00 - Events \$125.00 - Meetings	\$225.00 - Events \$175.00 - Meetings	\$250.00 - Events \$200.00 - Meetings
F210	96	\$000.00 - Events \$000.00 - Meetings	\$200.00 - Events \$150.00 - Meetings	\$250.00 - Events \$200.00 - Meetings	\$275.00 - Events \$225.00 Meetings

Rules

Any KRESA employees present during your rental are paid through KRESA payroll; the lessee must not pay any employee directly for services rendered.

All reservations must end by their scheduled time. Otherwise, if the activities impact other scheduled meetings or events, a fee of \$100.00 regardless of organization class will be charged in addition to rental fees.

Cleanup is the responsibility of the organization. A fee of \$100.00 (per hour with a one-hour minimum) regardless of organization class will be charged if excessive clean-up becomes KRESA's responsibility.

Collection of Fees & Deposits

The Organization requesting the use of KRESA facilities will be responsible for payment for all costs incurred. KRESA will invoice for payment after the event occurs. Payment is due within 30 days of receipt of the invoice.

Cancellations by User Groups

Groups may cancel by providing at least 48 hours' notice by emailing KRESA Reservations at facilities-reservation-request@kresa.org. Cancellations made within 48 hours **will be** charged the applicable rental fees.

Emergencies

During events, please get in touch with the building custodian or maintenance staff. For extreme circumstances the Maintenance Manager, Scott Taylor at can be reached at (269) 250-9251

Concluding Statement

The district herein has attempted to provide for maximum usage of school facilities within a framework that will guarantee to the community that school facility use is in no way a detriment to the regular educational program of the students and or services. Fees are designed so that no undue burden is placed upon the public due to individual group use of school facilities.