



COMMUNITY EDUCATION

Facility Use Guidelines

The School Board encourages the use of facilities and grounds within the procedures and regulations established by District #834 Community Education Department for safety, maintenance and supervision.

The Stillwater Area Public Schools Facility Use Guidelines

The Stillwater Area School District subscribes to the principle that the public schools are owned and operated by and for its patrons and that the schools are an integral part of the community. To this end, the School Board policy is to encourage the public use of school facilities and grounds consistent with these Guidelines.

Definitions

- “Renter” means the individual, organization, or legal entity that has been issued a Facility Use Permit and who is responsible for the payment of all fees, deposits, and charges related to the rental. The Renter serves as the primary point of contact and retains sole financial responsibility for any property damage, overtime fees, or violations of law and/or District policy occurring during the Rental Period.
- “Attendees” means all individuals present at the Facility during the Rental Period by invitation, permission, or employment of the Renter. This term collectively includes, but is not limited to, the Renter, event guests, performers, employees, volunteers, independent contractors, caterers, participants, coaches, officials, parents, spectators, and other third-party vendors.
- “Rental Period” means the period during which the Renter is authorized by a Facility Use Permit to occupy and use the agreed-upon Facility.
- “Facility” means any real property, building, structure, room, classroom, gymnasium, pool, auditorium, cafeteria, athletic field, stadium, playground, parking lot, or other indoor or outdoor space, together with any furniture, fixtures, equipment, technology, or other property that is owned, leased, operated, or controlled by the District and identified as being available for rent.
- “Facility Use Permit” means the written authorization issued by the District approving Renter’s request to use one or more Facilities for a specific purpose and Rental Period, subject to the terms and conditions outlined in these guidelines, the Facility Use Permit, and any other applicable law or District policy. A Facility Use Permit is a revocable license.

Rules

- According to State and Federal law, all school buildings and grounds are drug-free spaces. The use of alcohol, tobacco, marijuana, or any other drugs on any District property is prohibited.
- Weapons and firearms in any form are not allowed on District property except for authorized instructional programs and/or law enforcement personnel.
- Flammable substances may not be used within District Facilities.
- Upon issuance of a Facility Use Permit, Renter and Attendees may only use the Facilities outlined in the Permit or as otherwise agreed upon in writing by the District. The approval to use certain District Facilities is not to be construed as approval to use any and/or all of the District’s Facilities.
- Renter and Attendees will leave the Facilities in a clean and orderly condition. If additional hours are required for clean-up or repair, Renter will be responsible for the additional costs associated with such clean-up and/or repair.
- Any damage to Facilities must be immediately reported to authorized District personnel or to the Community Education Office.
- No wheeled vehicles or unapproved equipment are allowed on the track or fields; this includes, but is not limited to, cars, trucks, golf carts, trailers, bicycles/e-bikes, rollerblades, skateboards, or chairs of any kind.
- No food is allowed on the track and turf fields – this includes, but is not limited to, gum, sunflower seeds, and shelled peanuts.
- Renter must provide their own first aid supplies.

Liability

- By using the Facilities, Renter and Attendees agree to defend, indemnify, and otherwise hold harmless the District, its board members, employees, agents, attorneys, and representatives against any and all claims, demands, actions, administrative proceedings, causes of action, and liability, of any nature arising out of or relating to the Facility Use Permit or Renter's and Attendees' use of the Facilities, to the extent arising from the negligent or wrongful acts or omissions of the Renter or Attendees.
- By using the Facilities, to the maximum extent permitted by law, Renter and Attendees hereby waive, release, and forever discharge any claims, liabilities, and causes of action against the District, its employees, agents, representatives, and insurers for damage to or destruction of any personal property of Renter or Attendees that occurs on the District's grounds, regardless of whether the property is owned by Renter or Attendees or by others, and regardless of whether the damage is caused by an event that is covered by insurance. If Renter or Attendees bring their own equipment or personal property, it must be removed from the site at the conclusion of the Rental Period.
- A Certificate of Liability Insurance policy, or acceptable alternative, is required by the District. The District must be listed as Additionally Insured as related to liability coverage.
- Renter agrees to assume full responsibility for injury or death of Attendees and damage to property that may occur in the Facility they are using. The Director of Community Education or designee is responsible for obtaining a signed Facility Use Permit form on which the Renter accepts responsibility for such liability.
- If a group brings in its own equipment, the district assumes no liability in connection with the use, loss or damage of that equipment. Any equipment must be removed from site at the conclusion of the rental.

Supervision

- Renter or an adult from Renter's organization must be present from the time of entry stated on the Facility Use Permit and remain on site until all Attendees have left the premises.
- All activities must be supervised by a competent and responsible adult, with the Renter assuming full responsibility for any damage to property or persons.
- District personnel on duty (custodian or building facilitator) will supervise the operation of facilities but will not be responsible for supervising the group or its activities.
- It is the Renter's responsibility to maintain control of the behavior and location of Attendees and to ensure they remain in the area authorized in the Facility Use Permit. Improper conduct, intoxication, or infraction of rules/policies may result in the immediate cancellation of your event and require the Renter and Attendees to vacate the premises immediately.
- Security and/or law enforcement may be required at events as determined by the District. Community Education will arrange for the appropriate personnel and will charge the Renter for the cost of these services.
- The District's facilities have capacity and/or fire code limits. In the case of an event that could exceed capacity, the District may require the Renter to submit a plan for managing the number of Attendees to ensure our spaces remain within the capacity limits. This plan must include how the Renter will monitor the number of Attendees at any given time and what they will do when the Facility reaches capacity to ensure it does not exceed the capacity. Failure to comply will result in the District cancelling the event and requiring the Renter and Attendees to vacate the premises immediately. Exceeding capacity is a misdemeanor, and the Renter will assume all legal repercussions.
- A District auditorium technician is required for all community auditorium facility use.
- A District Red Cross certified lifeguard is required for every twenty-five (25) swimmers for pool use.
- Renter and/or Attendees using kitchen facilities must have a District food service employee on duty to supervise food preparation in conformance with Washington County Public Health Department standards.
- Outdoor activities may require a District grounds staff member to be in attendance.

Cancellation

- When Stillwater Area Public Schools are closed due to inclement weather or building emergencies, all Facility Use Permits are cancelled.
- The School Board subscribes to the principle that when a community group has a Facility Use Permit in-hand that the District will honor it. However, occasionally Permits for a scheduled event must be cancelled to accommodate unforeseen events, emergencies, or changes in school functions. All Permits are revocable and are considered a license. The District reserves the right to revoke, suspend, modify, relocate, or cancel any Facility Use Permit when necessary to protect District operations, safety, property, or legal interests. If such a conflict occurs, every effort will be made to relocate the activity or a refund will be issued.

The Community Education Department has the responsibility for administering the School Board's Facility Use Policy.

This includes:

- Scheduling all District Facilities (schools and fields) for use after school, in the evenings, weekends, vacations, and during summer.
- Approving Renters and authorized facility uses.
- Communicating with building staff and community
- Managing the revenue and expenses generated by facility use

Once a Permit is signed and payment is received the Permit is binding and may only be amended by the Community Education Office.

Disclaimer

Authorization to use Stillwater Area Public Schools facilities does not constitute sponsorship, endorsement, or approval by the District of the event, activity, individual, group, organization, or any viewpoints expressed.

Any public communication regarding the event that identifies a Stillwater Area Public Schools facility as the location or otherwise references Stillwater Area Public Schools, the District, or any District school must include the following statement:

This event is not sponsored by Stillwater Area Public Schools. Facility rental is provided as a community service and does not imply District endorsement of the sponsoring organization, its activities, or any viewpoints expressed.

This disclaimer must appear in all advertising, promotional materials, websites, social media posts, tickets, flyers, press releases, and other public communications related to the event that reference the District or a District facility.

Failure to include the required disclaimer may be considered when reviewing future facility use requests and may affect approval of future permits.

Steps to Using a School Facility:

All requests must be submitted via the Community Education Facility Use system. First-time renters must submit a detailed form in order for an account to be created. This form and information regarding a Certificate of Liability Insurance can be found on the Facility Use Home Page (stillwaterschools.org/facility-use). Rentals of gyms, fields, and pools are subject to all applicable sales and use taxes. Tax-exempt organizations must have a certificate of exemption on file with Community Education.

The facility use request will not be processed without a Certificate of Liability Insurance or a confirmed exemption (if applicable). The District will process requests on a first-come, first-served basis. Requests from athletic and fine arts groups interested in gymnasiums, pools, and auditoriums are scheduled on a meet-and-confer basis due to the high demand for these spaces. The District takes a fair and balanced approach to meet the facility needs of our entire community. Once your request has been processed and approved, one copy of the Facility Use Permit will be sent to the contact person by email.

Payments and signed permits should be mailed to:
Stillwater Community Ed
Attn: Facility Use
1875 Greeley St. S.
Stillwater, MN 55082

Unless other arrangements have been made, submit a 50% down payment of the facility use fee to the Community Education Department well in advance, but no later than two weeks prior to the event. If payment is not received two weeks in advance, your request will be cancelled, and the facility will be opened to rental requests. Please carry your Permit to your event each time. You will be invoiced at the completion of your permit date(s). Balances are due within 30 days of receiving an invoice. A damage deposit may be required. Failure to pay will result in future permits being denied.

Large events require additional planning and staffing. Further communication with the Facility Use Coordinator will be necessary. Therefore, larger events (including use of the Auditorium) should have all plans, event details, and downpayment to Community Education at least one month prior to the event taking place.

The Permit is binding and may only be amended by the Community Education Department. A \$5 service fee will apply to all amendments to a Permit. No amendments will be made later than two weeks prior to your event due to custodial and building supervision that may be hired to accommodate your request.

The District reserves the right to deny rental applications, including but not limited to the following reasons:

- The rental may result in damage or is not consistent with the use for which the space was designed.
- The renter has previously documented experience with District 834 or other school districts/municipalities, which indicates poor group supervision, misuse of equipment or facilities, unacceptable group conduct, or failure to meet fiscal responsibilities.
- If, in the judgment of the District, the event presents an unreasonable risk to student safety, District property, District operations, or compliance with applicable law or District policy.

QUESTIONS

Why do community groups pay to use school facilities?

Access to facilities involves added costs such as utilities, cleaning, consumable supplies, and additional wear and tear. These costs are absorbed by the school district if not charged back to the user.

Where does the revenue from facility rental go?

The revenue is used to replace consumable supplies such as paper towels and toilet paper, offset utilities and personnel costs, and maintenance of facilities and fields.