Bondurant-Farrar Administrative Guidelines for Use of District Facilities

I. Administrative Requirements:

A. Facility Use Applications

1. An online application to use any school facility must be submitted by the organization requesting such use for approval prior to requesting the use of District space no less than twenty-one (21) days prior to the desired date(s) of such use.
2. The application must be submitted by an officer of the organization, authorized to make the application on behalf of the organization.
3. The Applicant is required to answer all information, provide documentation and Certificate of Insurance, and comply with all provisions of District policies and rules and federal, state, and local laws and regulations.
4. The organization shall **update the district with any changes in status**.

B. Facility Use Requests

1. Once an application has been approved, facility use requests must be submitted no less than fourteen (14) days and no more than sixty (60) days prior to the requested date(s).
2. All requests are processed on a first come, first serve basis.
3. Approval for facility usage shall occur on-line. **Requestors may not publicize events until approved by the district.**
4. Unique requests, such as long-term facility use, will be reviewed by the District. **Contact the district regarding any unique requests.**
5. Organization (applicant) may utilize space in the District no more than two (2) hours/week regardless of location, unless otherwise approved by the District. Spaces in high demand may be reserved for no more than two (2) hours/week.
The maximum time/week may be reduced as determined by the District if demand requires.
6. ***No facility use shall interfere with District programs.*** Any activity connected with the approved school programs will take precedence over any other request for use of facilities. **The district reserves the right to reschedule/cancel any approved event that conflicts with a district activity.**

7. General hours of use:
    a. All rentals will start no earlier than 7 am and end no later than 9 pm, unless otherwise approved by the District.
    b. Requests outside of these times will not be considered.
8. No Facility Use:
    a. District facilities will be unavailable for use any time Professional Development is scheduled, including early-out Mondays, full professional development days, **Parent-Teacher Conferences,** when other large events are happening on the requested campus, and anytime the requested facility is undergoing maintenance.
    b. All District facilities will be closed and not available for use on and around legal holidays observed by District staff. Observed holidays:
        I. July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter Sunday, Memorial Day. Exceptions could be made to church groups pending availability of site supervision.
        II. If a holiday falls on a Saturday, the District observance of that holiday will be on the preceding Friday. If a holiday falls on a Sunday, the following Monday will be the day of observance.
    c. The Varsity baseball, softball, and football fields and varsity track surfaces are available to school groups only. Sub-varsity fields and the Intermediate track will be more readily available to outside rental groups.
    d. **The HS Auditorium will be available on a limited basis only.**
    e. Libraries will be available on a limited basis only, with prior authorization by the District.
    f. Kitchens are not available to rent.
    e. Availability during the summer will be limited due to school programs, cleaning schedules and staffing.

C. Facility Use Agreement

1. By signing the Facility Use Agreement, the representative of the requesting organization agrees to follow and enforce all policies, procedures and conditions as outlined in the Facility Use Agreement.

2. Approved Requestor agrees to prohibit employees, agents or others who have been convicted of: (a) a felony; (b) an offense requiring registration as a sex offender; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property. The District requires all individuals providing services associated with facility usage to be processed through the Visitor Management System and will refuse any individual who is a registered sex offender to access District facilities.
3. Organization (applicant) agrees, warrants and represents compliance with the Americans with Disabilities Act (ADA) at least to the same extent the District would be required to comply with such Act. Organization (applicant) will indemnify and hold harmless the District and its directors, officers, employees, and agents for, from and against any and all claims by third parties against the District for alleged violations of the ADA relating to Organization (applicant) operations, programs, and/or failure to make accommodations.
4. The signed Facility Use Agreement andCertificate of Insurance must be received by the District prior to the facility use. Certificate of Insurance must be updated with the district office annually. A down payment may be requested from groups with a poor payment history or for large events that require district planning and preparation.
5. District personnel will provide building access.
6. District personnel on duty have the right to terminate any activity at any time if, in his/her judgment, there are violations of Board policies or federal, state or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.

D. Facility Use Cancellations

1. Any use of school facilities may be cancelled at the discretion of the District as early as possible, but no later than twenty-four (24) hours prior to the usage, except in case of emergency, with reasons for the cancellation. The District is not obligated to locate and/or provide substitute space.
2. When school district facilities are closed for educational and/or extra-curricular activities due to emergency weather conditions, these facilities are closed for all activities. It is the sole responsibility of the Organization (applicant) to re-schedule.
3. When cancellation occurs by the District due to conflict with District activities or weather or unforeseen circumstances, the District assumes no liability other than the return of any previously paid fees for unused facilities.

4. The District reserves the right to cancel activities if it is deemed conditions are unsafe.
5. Organization (applicant) will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received by the District, or weather interferes with a scheduled event, or as provided in this section. A one hour rental fee will be enforced if the five (5) day cancellation notice is not received. If no cancellation notice is received, 100% of the base rental plus a minimum of two (2) hours of the site supervisor fee will be enforced.
6. The District reserves the right to terminate an extended contract for Facility Use at any given time. Written notice will be provided.
7. Organization (applicant) with an extended contract for Facility Use can terminate a contract at any given time with a 30-day written notice.

E. Facility Use Fees

1. ***Scheduled facility use is not final and is not treated as reserved until after the application and facility use requests have been approved, electronic Agreements are signed, Certificate of Insurance provided, successful background checks on the visitor management system have been conducted and full payment has been received. The District recommends a card payment on RevTrak.***
2. All Organizations (applicants) must pay fees as outlined in the Fee Schedule.
3. The Organization representative assumes financial responsibility, both individually and on behalf of the Organization being represented, for any part of the facility or contents therein that may be damaged, lost, or stolen during the hours the building/space was used.
4. If additional charges are necessary after the initial agreement has been signed, over and above the original fees, charges will be assessed and invoiced. Payment for additional charges must be paid immediately. Failure to pay all fees in full will result in the loss of future facility use privileges.
5. No District employee is authorized to accept tips, gratuities, or wages directly from the Organization (applicant).
6. Facility Use Eligibility and Priority Schedule
    - Class I (inclusive list of all district recognized organizations to come)
        - School affiliated organizations
            - School programs and organizations
                - Examples: **interscholastic athletics**, fine arts, DECA, etc.

        - PTO, Booster Club, employee organizations, Bondurant-Farrar Education Foundation, Bondurant-Farrar Alumni Association (for formal alumni events)
        - **Class I organizations and activities may be charged at the Class II rate if events go beyond the typical scope of competitions and regular meetings.**

- Class II
    - Bondurant-Farrar Community Recognized Organizations - Groups that are formally organized and recognized as charitable or service groups existing primarily to serve the Bondurant-Farrar community.
        - City/Local Governmental Units
            - City of Bondurant
            - Local law enforcement/fire/EMS
        - Youth Programs - Youth sports and activity groups that serve a minimum of 80% school district residents. Recognized groups will be given priority. A roster review may be required to be granted Class II status.
        - Community non-profit service organizations

- Class III
    - For-profit organizations and businesses or
    - Private individuals, social groups or
    - For-profit youth sports clubs or
    - Long term or large events (100 people or more)
        - Examples: church services, tournaments/events where admission is charged, etc.
    - And, are within the Bondurant Farrar Community School District

- Class IV
    - Same as Class III, but for residents and organizations outside of the Bondurant-Farrar community.

FEE SCHEDULE - Appendix A

II. Facility Use Conditions

A. The Organization (applicant) is responsible for following all facility use procedures, policies and conditions, as well as federal, state, and local laws and regulations.
B. The facility must be used only for the purpose that it was originally intended as set forth in the application and agreement.
C. The Organization (applicant) is required to stay within the designated area of the District and use only the designated District equipment as agreed upon in the signed agreement. The Organization (applicant) shall exercise care in the use of the facilities and/or equipment.
D. Facility Use is not final until the District has approved, the Facility Use agreement has been signed, certificate of liability insurance has been submitted, background check is successful and full payment received. **Do not promote or advertise event until all steps have been completed.**
E. ***Exterior doors will not be propped open for any reason.*** Doors propped open disrupt efforts to maintain a secure environment. Organizations (applicants) found to prop doors open may have future facility access denied.
F. ***Applicant must have a First Aid Kit on hand for each Facility Use.***
G. District employee(s) must be present whenever a building is used. However, the District assumes no supervisory role or responsibility over the activity and the Organization is responsible for providing appropriate adult supervision during any use.
H. Concession facilities may be used with the permission of the Bondurant – Farrar Athletic Booster Club only.
I. Under no circumstances can rental groups host events and organize their own concessions; exceptions may be made for food trucks. At least two weeks before the rental event, rental groups must provide evidence of a license and proper documentation for any food trucks brought on site for the event.
J. All specialized equipment (projectors, PA systems, computers, lighting equipment, bleachers, etc.) will be operated by District employees only. Additional fees for this purpose will be applied to overall charges.
K. Tournaments scheduled in District facilities must finalize the schedule with the District at least one (1) week prior to Facility Use to allow adequate time for proper staffing.
L. The district may require the use of law enforcement for events where 100 or more people are expected in attendance.

J. Conditions for the Auditorium:

1. **House and basic stage lighting** are included in the cost of the facility use fee. Any other special technical needs must be requested by the Organization (applicant) and may not be available.
2. Equipment fees will be assessed **per Appendix A fee schedule and upon the recommendation of the Auditorium Manager.**
3. The usage fees shall be the same for set-up, rehearsals, and performances.
4. A **site supervisor and light/sound technician** shall be hired for each facility use at the expense of the Organization (applicant). **Supervisors and technicians** must be employees of the District. If the District deems it necessary to have additional labor, additional staffing fees will be assessed and invoiced. The number of custodians necessary for the event and the hours worked will be determined by the District.
5. The Organization (applicant) understands that the **supervisor and technician may** be paid for one hour prior to each facility use to allow for set-up and a minimum of one hour following the termination of each facility use for cleanup.
6. Each audience member must be seated in a fixed chair **or designated handicap space** prior to the start of the performance. Seating in the aisles is prohibited per fire code.
7. ***No food or drink of any kind is allowed in the*** **entirety of the performing arts center (theatre, dressing areas, lobby).**
8. Performances lasting longer than ninety minutes will require an intermission.
9. Facility use starts when the first attendee, staff member, or performer from the Organization (applicant) enters the building and ends when the last person from the Organization (applicant) leaves. **Overages will apply to any agreement that exceed the agreed upon time frame.**
10. Dressing areas are included in the rental fee. The Organization (applicant) is responsible for adult supervision in this area.
11. Use by the Organization (applicant) of any of the auditoriums technology or features is prohibited without written approval or assistance from District personnel.
12. Auditorium use is minimally reserved for 2 hours.

K. Conditions for Athletic Fields

1. The Varsity baseball, softball, football/soccer and track and surfaces are **NOT** available..
2. All Guidelines must be followed for the use of District fields. **The following are prohibited on fields**:

- Pets
- Metal spikes
- Golfing equipment
- Tobacco products

L. Restrictions for Facility Use

1. Tobacco and Vaping use is prohibited on all District facilities and property.
2. Alcohol and illegal drugs are prohibited on all District facilities and property.
3. No pets or other animals are allowed at events, with the exception of **service** dogs for the visually impaired.
4. Food and/or drinks, **other than water**, are not allowed in the gymnasium
5. The use of golf balls and hard baseball/softballs are not allowed inside District facilities.
6. The use of signage, decorations or props of any kind must have prior approval from the District. Tape for signs is limited to painters tape.
7. Open flames or pyrotechnics are strictly prohibited on District property.
8. School supplies will not be available for use.

III. Indemnification and Insurance Requirements

USE OF SCHOOL FACILITIES
INDEMNITY AND LIABILITY INSURANCE AGREEMENT

The Organization (applicant) states that it shall indemnify and hold harmless the Bondurant-Farrar Community School District and its directors, officers, employees, and agents, from any and all claims, liabilities, damages, losses, or expenses, including attorney fees, that may arise by reason of the Organization's (applicant's) use of District facilities and/or equipment or arising from any activity thereon by the Organization (applicant) or its directors, officers, employees, agents or invitees. In case any action is brought therefore against the District or any of its directors, officers, employees or agents, the Organization (applicant) shall assume full responsibility for the legal defense thereof, and upon its failure to do so on proper

notice, the District reserves the right to defend such action and to charge all costs, including attorneys' fees, to the Organization (applicant).

The Organization (applicant) agrees to furnish and maintain during the usage of the facilities such bodily injury and property damage liability insurance as shall protect the Organization (applicant) and the District from claims for damages for personal injury, including accidental death, and from claims for property damages, which may arise from the Organization's (applicant's) use of District facilities and/or equipment or arising from any activity thereon by the Organization (applicant) or its directors, officers, employees, agents, or invitees. Whether such operations be by the Organization (applicant) or by anyone claiming through or under Organization (applicant) or directly or indirectly employed by the Organization (applicant) and the amounts of such insurance shall be as noted below. Such insurance shall list the Bondurant – Farrar Community School District as an additional named insured in the policy carried by the Organization (applicant) and described above.

1. The Organization (applicant) shall furnish the District with a **Commercial General Liability Insurance** certificate (COI) **with minimum combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:**

a.	**General Aggregate Limit**	**$2M**
b.	**Personal & Advertising Injury Limit**	**$1M**
c.	**Each Occurrence Limit**	**$1M**
d.	**Fire Damage Limit**	**$300k**
e.	**Medical**	**$5k**

2. All insurance coverage must be produced by an insurance agent licensed by the State of Iowa Board of Insurance, is authorized to underwrite insurance in the State of Iowa by the State Board of Insurance or its designee, and is acceptable to the District.
3. The certificate must provide coverage for the whole term of the agreement for use of District facilities.
4. The District reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.
5. The Organization (applicant) shall be responsible for paying for all damages or destruction or loss of property realized during the contracted timeframe.
6. Government Immunity - The following clauses will be added to all liability coverages:

a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not

waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

7. Workers' Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below;

a. Iowa Benefits- Statutory

b. Employers Liability

Bodily Injury by Accident	**$500,000 Each Accident**
Bodily Injury by Disease	**$500,000 Each Accident**
Bodily Injury by Disease	**$500,000 Each Employee**

The Workers Compensation policy shall include a waiver of subrogation clause in favor of the owner.

8. Subrogation, To the extent that such insurance is in force and collectible and to the extent permitted by law, the Organization (applicant) hereby releases and waives all right of recovery against the Bondurant-Farrar Community School District and its directors, officers, employees, and agents or anyone claiming through or under them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to personal property as well as automobiles.

IV. Emergencies

1. Unauthorized parking in fire lanes, handicap spaces, by fire hydrants, grass areas not otherwise designated for parking, or blocking driveways and handicap accessible routes is strictly prohibited.
2. All vehicles illegally parked on any District property will be **ticketed** and/or towed at the owner's expense. Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles.

3. District personnel may direct actions required if an emergency occurs. Otherwise, emergency procedures will also be provided to Requesters electronically.
4. All groups and organizations using any of the District athletic fields, playgrounds, or other outdoor facilities are expected to use extreme caution if storms come up and/or lightning threatens, and in such event shall seek shelter immediately.
5. IF YOU REMAIN OUTDOORS DURING STORMS AND/OR LIGHTNING YOU DO SO AT YOUR OWN RISK AND SUBJECT ALL MEMBERS OF YOUR ORGANIZATION IN YOUR CARE TO DANGER!
6. When in doubt, call 911.

Appendix A

Facilities	Class I	Class II	Class III	Class IV
Classroom	no fee	$10/hour	$50/hour	$75/hour
Gym - High School	no fee	$20/hour	$100/hour	$150/hour
Gyms - Other Buildings	no fee	$10/hour	$50/hour	$75/hour
Auditorium	no fee	$20/hour	$100/hour	$150/hour
Cafeteria	no fee	$10/hour	$50/hour	$75/hour
Concession Stand (with permission from Booster Club)	no fee	**AVAILABLE ONLY WITH PERMISSION FROM BOOSTERS**		
Practice Fields	no fee	$10/hour	$50/hour	$75/hour
Personnel - Per person cost				
Site Supervisor	no fee	$30/hour	$30/hour	$30/hour
Custodial - weekend or OT	no fee	$40/hour	$40/hour	$40/hour
Technology	no fee	$30/hour	$30/hour	$30/hour
Field Painter	no fee	$25/hour	$25/hour	$25/hour
Police Officer	no fee	As determined by market price.		
Equipment				
Lights - Auditorium Theatre	no fee	$50/hour	$50/hour	$50/hour
Sound - Auditorium Theatre	no fee	$20/microphone used per day		
Lights - Stadium/Field	no fee	$50/hour	$50/hour	$50/hour
Sound - Stadium/Field	no fee	$20/hour	$20/hour	$20/hour
Scoreboard (non-varsity)	no fee	$20/hour	$20/hour	$20/hour
Field Paint/Supplies	no fee	As determined by market price.		