

Procedures for Application for Use of School Building and Grounds by Non-School Group:

Responsibilities:

- A. Principals will be responsible for processing all requests for use of the buildings, including assigning rooms and establishing rules for use of the facility. This will include requests for gym use. The Director of Athletics will request use of the gym space (high school, middle school, and elementary school) for athletic events through the principals.
- B. The Director of Athletics will process all requests for use of district fields.
- C. The Business Office/ Facilities Management will assess fees for facilities use.
- D. The School Board will evaluate requests for exceptions to this policy, including the reduction or waiver of fees.

Procedures:

- A. Groups and organizations wishing to use school buildings or grounds are required to submit a copy of the "Facilities Use Request" form at least 20 days in advance, to the Principal of the building being requested. The Principal will refer the request to the Athletic Director if an athletic field is requested. If a waiver of the fees is requested, it is to be so indicated on the form with clear rationale why the exception should be granted. The SAU Administration will present the waiver to the Board with a recommendation for disposition.
- B. Application must be made by a competent adult who has the authority to sign the written agreement and is responsible to the organization seeking permission to use school facilities.
- C. If a local organization's request is one with regularly occurring dates, approval may be given for the entire schedule providing it is not among the exceptions in this policy. Should a conflict occur because of a school activity, the right is reserved to cancel the permission granted and to arrange a date and time for rescheduling.
- D. Principals/Athletic Director will approve or deny the request. The "KRSD Building Use Request" form will be used to approve usage.
- E. The Site Manager will schedule custodial coverage.
- F. The Food Service Director will arrange kitchen coverage, as needed.
- G. The Business Office will set fees and give or deny final approval for the event within the provisions of district policy. The Business Office will also inform the requestor whether the request has been approved or denied.

H. Any person or entity using school premises shall be responsible for the safety and welfare of all persons related to such use. The person or entity shall protect the School Board against any claims; however the same may be described or set, arising out of the use of the premises by such person or entity. To meet this obligation, such person or entity shall provide with their application for building use a copy of a certificate of insurance for Commercial General Liability

insurance protecting the parties, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the use of the building, such policy to provide limits no less than \$1 million per occurrence. Such certificates of insurance shall name the school district as an Additional Insured. Such insurance contracts shall be with companies acceptable to the School District and they shall require ten days prior written notice to both parties hereto of any cancellation. The School District may make available for purchase event-specific coverage through its primary insurance carrier for organizations that do not carry such General Liability insurance to meet this requirement.

I. In consideration for allowing the rental of school facilities and in full recognition of the board's fiduciary responsibility to protect owned property and assets, users of the school buildings will covenant and agree at all times to indemnify and hold harmless the School; its board, officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees and legal costs, arising out of the use of these rental premises and all school facilities by the user, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

Regulations for Building and Field Use:

A. The applicant and the organization shall be held responsible for the proper use of the facility for the conduct of the persons attending and shall see to it that the activities are confined to the areas requested and the hours agreed on the application. In the event that property loss or damage is incurred during such use or occupancy of district facilities, a bill for damages will be presented to the group using or occupying the facilities during the time the loss or damage was sustained.

USERS OF SCHOOL FACILITIES MUST ASSUME RESPONSIBILITY FOR THE SAFETY AND PROTECTION OF THE PARTICIPANTS, AUDIENCE, AND WORKERS. As evidence of its financial ability to indemnify the School District during the term of this agreement, the applicant shall obtain and pay premiums for commercial general liability insurance protecting the parties hereto, their agents, officers, elected officials, representative, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this rental; such policy to provide the limits of liability insurance as stated in regulation KG-R. A Certificate of Insurance naming the school district as an Additional Insured shall be provided. **THE FORM THAT IS PROVIDED MUST BE ACCEPTABLE TO THE KEARSARGE REGONAL SCHOOL DISTRICT AND IT MUST BE COMPLETED AND PRESENTED IN A TIMELY MANNER.**

- B. Sponsoring organizations shall provide sufficient competent adult and/or special supervision. The amount of adequate supervision will be agreed upon at the time authorization is issued.
- C. Using organizations are limited to the areas they have requested for use. Organizations using the gymnasiums may have use of locker room space as well, if requested. Organizations using the building for events involving students or minors must supervise those students or minors at all times. Failure to do so may result in revocation of building use privileges.
- D. The kitchen areas may be used only when a cafeteria worker who has been trained and/or approved by the Food Service Director is present.
- E. A custodian must be present when the school building is used by a non-school group. During the school year, Monday through Friday 8 AM to 11 PM (in most cases), custodial presence will be at no charge. All other times will be billed at the custodial rate.
- F. In acknowledgement of the school's strictly maintained policy against the sale, possession, use, abuse, or consumption of alcohol or of controlled drugs as defined in RSA 318-B: 1, VI, or of a controlled drug analog as defined under RSA 318-B: 1, VI-a, using organization covenants and agrees to vigorously enforce said policy during the use of the facilities and premises by the User, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.
- G. Using organizations are responsible for setting up rooms and areas to support their function. All furniture and equipment will be replaced exactly as found after the facility is used. All trash, equipment and other items will be picked up after using the athletic fields. Organizations are responsible for leaving the rented area in an acceptable state of cleanliness, ready for use for school activities. Acceptable cleanliness will be determined by KRSD staff. Any clean-up by KRSD staff will be billed at the custodial rate.
- H. Organizations are responsible for scheduling and providing police and/or fire coverage if required.
- I. Any and all use of the district facilities shall be totally free from obscure and controversial purposes of a disruptive nature. Should an objection be lodged against a specific use of district facilities by any group, such objection is to be made in writing to the Superintendent of Schools and bear the signature of the individual and/or group of individuals lodging the complaint. At such time as a valid complaint is lodged, the following shall apply:
1. Use of the facilities by the applicant may be suspended temporarily to afford the Superintendent of Schools sufficient time to meet with all concerned parties for the purposes of hearing both sides of the issue. The applicant shall be duly notified in time to contact the members of the group regarding the temporary suspension of use and the pending hearing.
 2. Within five (5) days of temporary suspension the Superintendent and the applicant shall convene at a specified time and location to determine the validity or non-validity of the complaint. Should the Superintendent of Schools be unable to resolve the differences, the Board shall be the deciding authority, and the Board's decision shall be final. A written copy of the decision may be obtained by any and all members of either the complainant group or the applicant group by request.

K. Schools sponsored events and functions do not require separate liability insurance, and will not be billed utility fees or personnel fees. To qualify as school sponsored, the event or function must:

1. Be organized under the direction of the Building Principal or an administrator designated by the Principal;
2. Any fees collected for the event must be paid to the District, or a recognized organization or group that is part of the District or individual school (example: PTO, drama club, 5th grade, football team), and;
3. Teachers, staff, or administrators must be paid by the District for their time involved with this event, not paid from any event fees.

Time Limits:

During the school day, permission for use of facilities may not be granted until 3:00-3:30 PM and may not extend beyond 6:00 AM. Special exception may be made by the building administrator.

Hours requested on the Building use form must include startup and cleanup time. The Using Organization may begin set up at the start time and will be cleaned up and exiting the building by the end time on the application.

Cancellation:

Request for cancellation must be received at least twenty-four (24) hours in advance of the agreed upon on starting time. Failure to cancel shall obligate the applicant to pay the custodial service fee and any other expenses incurred.

Cancellation of permission to use school facilities may be ordered by the Superintendent of Schools and/or the Kearsarge Regional School Board whenever such action is deemed in the best interest of the school district. As much notice as possible will be granted. (Reminder: Postponement of school events may cause sudden change in use of facilities.)

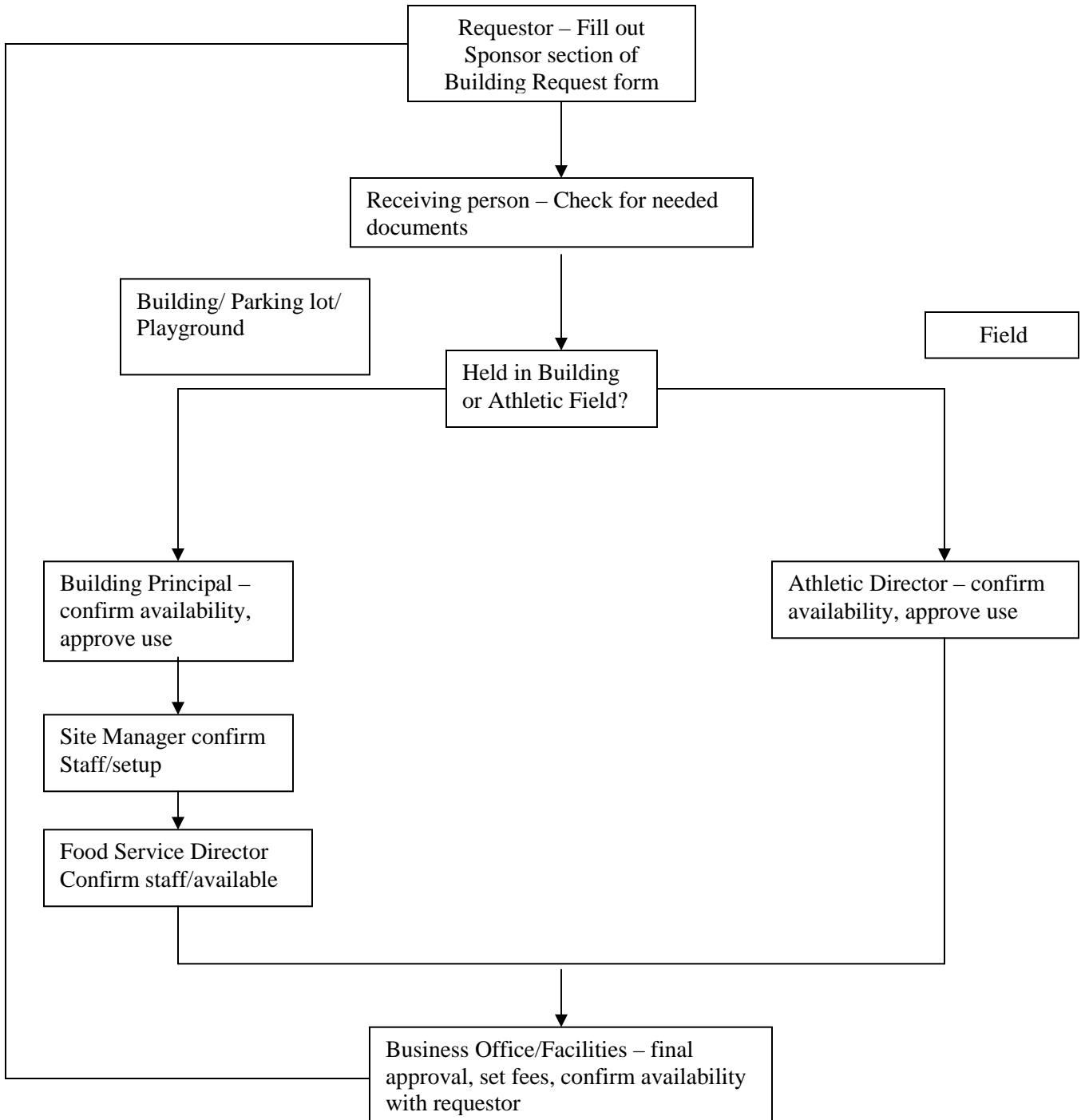
Fees:

- A. Building use fees and hourly rates for custodial workers, cafeteria staff, and maintenance staff will be established by the School Board. The using organization will pay these fees directly to the Kearsarge Regional School District.
- B. Fees must be paid two (2) weeks in advance of scheduled event. Failure to submit payment two weeks in advance of scheduled event may result in loss of space.
- C. Requests for use of school facilities by individuals and groups that charge a fee for services and for groups from outside of Kearsarge will be evaluated by the School Board and an appropriate usage fee will be assessed. A security deposit of 10% of total usage fee will be required. Requests for waiver or adjustment of fees must be submitted to the Superintendent in writing. Only the School Board has the authority to waive or adjust fees.

Law Reference:
Appendix Reference:
1st Reading: February 10, 2009

Date Adopted: May 7, 2009
Revision Dates:
Last Review Date:

**Facilities Use Request Form Approval Flowchart
(Non-School Groups)**



RENTAL FEE SCHEDULE

**KEARSARGE REGIONAL SCHOOL DISTRICT
SAU #65**

PERSONNEL

Custodial/Kitchen Fee	\$18.00 per hour – minimum of two (2) hours
Supervisory Fee	\$15.75 per hour – minimum of one (1) hour
Media Assist./Equipment/Lighting Tech	\$26.25 per hour – minimum of one (1) hour (\$19.00/hr. for aide; \$7.25/hr for equipment)
Aides/Assistants	\$6.50 per hour

FACILITIES

	<u>Utilities Fee</u>
Classrooms	5.00
Gymnasium	25.00
Locker Room	10.00
Cafeteria	15.00
Kitchen	15.00
Multi-Purpose Room	15.00
Auditorium	20.00
Athletic Fields KRHS/KRMS	Special Permission Only

KEARSARGE REGIONAL SCHOOL DISTRICT BUILDING USE REQUEST FORM

****20 Day Advance Notice Required****

(circle one) *School Sponsored Function* *Community Function*

Sponsor's Section

Name of Sponsoring Group		
Billing address/ city/ state/ zip		
Name of Group Contact		
Contact address/ city/ state/ zip		
Contact phone/ email		
Event day(s) and date(s)		
Hours	From	To
Building requested		
Room or room type or athletic field requested		
Estimated attendance	Min	Max

Specific description of activity:

Special Requests: Chair Setup (number) _____ (If a specific setup is requested, include a drawing.)
 Audio-Visual Equipment (list) _____ Kitchen Services _____

IT IS AGREED that in consideration for allowing the rental of the Kearsarge Regional School District's facilities and in full recognition of its fiduciary to protect publicly owned property and assets, the Lessee hereby covenants and agrees to at all times hold harmless the Kearsarge Regional School District, its officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees and legal costs, arising out of the use of these rental premises and all facilities by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

The Lessee will provide a Certificate of Insurance reflecting Commercial General Liability coverage with limits of no less than \$1 million per occurrence, naming the Kearsarge Regional School District as an Additional Insured.

If clean-up is required after the event by KRSD, the Lessee will be charged at the custodial rate.

Appropriate certificate or license for activity provided _____

EVIDENCE OF INSURANCE (initial one)

_____The Lessee maintains general liability insurance of at least \$1 million. A Certificate of Insurance will be provided before any use of the facility, endorsed to name the Kearsarge Regional School District as an Additional Insured.

_____The Lessee hereby applies for \$1 million general liability insurance for the above event. (Submit online application as listed below)

Signature of Legal representative of Lessee: _____
Print Name: _____ Date: _____
Print Title: _____

You will be contacted at the above listed contact phone/ email by the approving agent upon completion of all approvals of this request. Do not assume this event is approved until you receive confirmation.

Approval Section

1. Building Principal: Confirm that facility in your building is available as requested
OR Athletic Director: Confirm that athletic field is available as requested.

Building Facility Reserved for: _____

Room(s)/ Field(s) being used: _____

Local authority scheduled, if needed: Y/N _____

Use approved (circle one) Approved Disapproved

Reason for Denial (if applicable): _____

Signature: _____

2. Building Site Manager: confirm staff available _____
3. Food Service Manager (if kitchen is used): confirm kitchen staff available _____

4. Business Office: Set fees, final approval

Room fee: _____

Custodial services fee: _____

Kitchen services fee: _____

Technology services fee: _____

Total fees: _____

Circle one: Approved Disapproved

Signature: _____

Comment/ Reason for Denial (if applicable): _____

Instructions for applying for TULIP event liability insurance coverage.

1. Obtain permission for your event with your local municipality or school for a specified date(s).
2. Use the Kearsarge School District "facility ID" password – "0005-101"
3. On the internet go to <https://www.ebi-ins.com/tulip/>
4. Enter your information according to the instructions.
5. Have a credit card handy. You can only bind the insurance by using a credit card. There are no other financing options.
6. If you have difficulties with the site call 1-800-507-8414 for immediate assistance. (West Coast business hours only.)