

Facility Use Guidelines

I. Preface:

Use of District facilities by outside groups has increased over the past few years and the District will try to coordinate and work with requesting groups in all instances. Requests have often placed the District in the position of having to schedule a maintenance person to be on-site to open and monitor the facility or clean up after a group/s that have been granted facility use at no cost and this has resulted in additional costs to the District. The following procedures and guidelines are provided to clarify cost and expectations with respect to use of District Facilities. Please read through the following information.

II. Current Board Policy 4330: Community Use of School Facilities

School facilities are available to the community for education, civic, cultural, and other non-commercial uses consistent with the public interest, **when such use does not interfere with the school program or school-sponsored activities**. Use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by the District's conduct rules and applicable policies at all times.

Student and school-related organizations, civic, non-commercial, and commercial groups may be granted the use of school facilities:

- A. **Student and school-related organizations.** Groups in this category will be allowed use of school facilities provided the advisor/supervisor completes and files the appropriate facility use request with the building principal. **Approval rests with the building principal provided no facility scheduling conflict exists. No fees will be assessed.**
- B. **Non-school, student sponsored groups.** Groups in this category are those defined as those with the expressed purpose of helping students realize their full potential (i.e., 4-H, Girl Scouts, Boy Scouts, Traveling Athletic Teams—non-school sponsored) and may be allowed use of school facilities at no cost. The responsible advisor/adult must complete and file the "SPS Facility Request-Fee Waiver Form" with the building principal. **Approval of the request rests with the building principal provided no facility scheduling conflicts exists and no fees will be assessed.**
- C. **Civic and other non-commercial groups not for profit.** Groups in this category must complete and file the "SPS Facility Request-Fee Waiver Form" and "Rental Agreement Form" with the appropriate building principal. Event requests that fall on a weekend or when school is not in session (i.e., scheduled breaks, summer months) may be assessed a fee if the request will result in additional operating expenses to the district. Groups in this category may request a "Fee Waiver" by submitting a waiver request to the Sidney Board of Trustees prior to the first (1st) Monday of each month for consideration by the Board at its regular monthly meeting typically held the second (2nd) Monday of each month. **Approval rests with the Board.**
- D. **Commercial and other organizations.** Groups in this category must complete and file the District's "Rental Agreement Form" with the appropriate building principal. Groups granted the use of a facility shall pay all fees and associated costs. Such costs and fees shall include, but are not necessarily limited to, a deposit fee, a rental fee, cost of personnel, including custodial services, costs of any and all damages as a result of use of the facilities. Long-term commercial use/scheduling of any school facility will "not" be granted without Board approval. **Approval of short-term request rests with the building principal and superintendent provided no facility scheduling conflicts exists.**

The Superintendent shall develop procedures to manage community use of school facilities, which shall be reviewed and approved by the Board. Use of school facilities requires completion of facility use form or rental form and administrative approval and is subject to facility procedures and policies of Sidney Public Schools.

Administration will approve and schedule various uses of school facilities. Calendars will be kept in each buildings office for scheduling dates to avoid conflicts during the school year. **Should a conflict arise, the District reserves the right to cancel an approved request when it is determined that the facilities are needed for school purposes.** Requests (Categories C and D above) for use of school facilities must be submitted to the Superintendent's office in advance of the event.

IV. Facility Expectations

The District is proud of its facilities and wants to provide access to various groups. In order to maintain our facilities, each group must understand and adhere to the following:

Condition of Granting Use – The granting of this permission to use the requested school facilities and its acceptance by User is conditioned upon the following covenants:

1. Participants using gym facilities or any interior space need to make certain shoes are free of rocks, dirt and are of the type to not leave black marks. Dirt/debris on gym floors destroys the finish on the floor and over a period of time will make the surface slippery.
2. Any group renting or using a gym facility will be responsible for sweeping the floor following the event/activity.
3. That no alcoholic beverages, tobacco or other drugs are sold or consumed on the premises by User, its employees, patrons, agents, or members.
4. No illegal games of chance or lotteries will be permitted.
5. That no functional alteration of the premises or functional changes in the use of such premises shall be made by user, without specific written consent of the School.
6. That adequate supervision is provided by User to ensure proper care and use of school facilities. (i.e., Participants or children are not to be roaming or running in the halls)
7. Clean-up the areas following your use of the facilities completely. Maintenance staff are not available and this is your group's responsibility.

Note: Any group or organization, school sponsored or non-school sponsored, that does not comply with the aforementioned will be billed for any and all additional clean up and billed at a rate of \$25.00 per hour. Other fees referred to in policy (i.e., facility damage) will be assessed and subsequent requests for facility use may be denied.

V. Insurance and Indemnification

Non-school organizations requesting use of facilities based on the usage request may be required to provide the Sidney School District with a certificate of insurance. Said certificate shall name the Sidney School District as an additional insured. Such certificate shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. Said insurance shall be primary insurance and the insurance coverage for the Sidney School District shall not contribute in any way. Said insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for all bodily injuries and death resulting from any one accident and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage of \$1,000,000. Said certificate shall also contain information regarding the coverage for worker's compensation or self insured status as per Montana insurance guidelines. Said certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the Sidney School District written notice at least 10 days before the effective date of the cancellation or non-renewal.

Document in its entirety (8 pages)

Adopted on: May 14, 2018

Reviewed on:

Revised on:

Sidney Public Schools Facility Request

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EVERYONE must fill out the following information (this page; page 3).

**If you are a Non-School-Affiliated or Non-Student-Sponsored Group/Club
you will also need to proceed to page 4.**

Contact Name: _____
 Email: _____
 Phone Number: _____
 Group Name: _____

School Affiliated Non-School Affiliated
 # of Participants (estimate): _____

Today's Date : _____

Activity (Club) to take place: _____
 Purpose: _____

Open to Public: Yes No
 Admission: Yes No Dollar amnt: \$_____ a person

Date / Time line Specifics	
Starting Date: _____	
Start Time: _____	am / pm
End Time: _____	am / pm
<i>Below: check all that apply</i>	
Monday <input type="checkbox"/>	Friday <input type="checkbox"/>
Tuesday <input type="checkbox"/>	Saturday <input type="checkbox"/>
Wednesday <input type="checkbox"/>	Sunday <input type="checkbox"/>
Thursday <input type="checkbox"/>	
# of Weeks: _____	

Building Facility Specifics				
	WS	CS	MS	HS
Gym				
Auditorium				
Cafeteria				
MPR				
Comp. Labs				
Library / conf				
Classrms				

If Classrooms are required, how many: _____

Additional Services

***If any additional services are required, please check below all appropriate boxes.
 Additional Services will require other arrangements to be made by requestor!***

Custodial: Kitchen: Technology:

Call appropriate Bldng

WS 433-2530 HS 433-2330

CS 433-4080 MS 433-4050

*For questions about exactly what rooms are available to use
please read the chart on page 4.*

*Home Economics and Kitchen facilities will **not** be rented for
meal preparation.*

The following chart will help determine how a facility can be used and whether there will be a fee. Please read it carefully.

If your group/club is NOT school affiliated OR student sponsored you can be charged a facility use fee (previously known as a rental fee). Secondly; if your group/club will be charging admission, then you will be charged a fee. If you will NOT be charging an admission, you can apply for a Facility Use Request Fee Waiver. If you would like to apply to the Board of Trustees for the Fee Waiver, you may fill out the Fee Waiver form (page 8) AFTER you have filled out the Facility Use agreement (pages 5-7).

****Non-School related or Student Sponsored clubs and organizations; please read the chart below and then carefully fill out pages 5-7!****

(Fee Waiver Request application is filled out last.)

District Facility Use Tiers—Guide to Fee Assessment		
Track Facility	Group	Fees
HS Track—During in-session hours (M-F): full-day or any portion of the day.	Student, School Related, civic, & non-commercial use	None—except in instances where District may incur additional operating expense
HS Track—During non-session hours (Sat.-Sun.): full-day or any portion of the day.	Student, School Related, civic, non-commercial or commercial use	Rental Fee (May apply to all non-school sponsored requests)
MS Auditorium Facility	Group	Fees
MS Auditorium—During in-session hours (M-F): full-day or any portion of the day.	Student, School Related, civic, & non-commercial use	None—except in instances where District may incur additional operating expenses
MS Auditorium—During non-session hours (Sat.-Sun.): full-day or any portion of the day.	Student, School Related, civic, non-commercial or commercial use	Rental Fee (May apply to all non-school sponsored requests)
District Gym Facilities	Group	Fees
Gym Facilities—During in-session hours (M-F): full-day or any portion of the day.	Student, School Related, civic, and non-commercial use	None—except in instances where District may incur additional operating expenses
Gym Facilities—During non-session hours (Sat.-Sun.): full-day or any portion of the day.	Civic, Non-Commercial or Commercial use	Rental Fee (May apply to all non-school sponsored requests)
Special Note: Long-term use of District Gym Facilities by “civic, non-commercial or commercial” businesses/organizations will not be allowed. Short-term events (i.e., 1-2 days) will be considered by the Trustees. The trustees, at their discretion, may consider longer-term usage in the event of hardship experienced by any requesting group.		
Fee Waiver: Civic, non-commercial, and not for profit groups may petition the Sidney Board of Trustees to have fees waived if the event is not-for profit and the event falls on a non-scheduled day when school is not in session.		

This Facility Use Rental Agreement made this _____ day of __, 20____, and effective immediately, by and between SIDNEY SCHOOL DISTRICT, hereinafter referred to as "School", and _____ hereinafter referred to as "User".

ARTICLE I Premises and Conditions

A. Premises – For and in condition of the terms and covenants of this lease to be performed by User, all of which User accepts, School hereby leases to User the School District facilities described as:

Date(s) the facilities are to be used: _____

User agrees to use and permit the use of only those School District facilities specifically leased to User.

B. Condition of Granting Lease – The granting of this lease and its acceptance by User is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco or other drugs are sold or consumed on the premises by User, its employees, patrons, agents, or members.
2. No illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made by User, without specific written consent of School.
4. That adequate supervision is provided by User to ensure proper care and use of school facilities.

ARTICLE II Fee and Deposit

User agrees to pay to District, as rent for the premises and as payment for special services (if any) provided by School, the sums as set forth, in the amount of \$_____, and this shall be due _____ days in advance. User shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has use of the premises.

ARTICLE III Obligation of Lessee

1. User shall maintain the premises clean and free from debris at all times.
2. User shall repair and pay for all damages to the premises caused by its employees, patrons, agents, members of its operation on the premises.
3. User shall permit School and its agents free access to enter into and upon the premises at all reasonable times for the purpose of inspecting same and to make any necessary improvements.
4. User acknowledges that it has received a list of additional obligations, and it hereby consents to those obligations and agrees to adhere to and follow the same, and they are hereby made a part of this agreement.
5. User shall comply with all city, county, and state ordinances, regulations, and statutes that are applicable to User’s use of the premises.
6. User shall at all times cooperate with the school district’s personnel.

ARTICLE IV Insurance and Indemnification

User shall indemnify and hold harmless the school and its agents and employees for and from any and all loss, including attorneys’ fees, damages, expenses, and liability arising out of its use of school property. User also agrees to pay any damages to school facilities, furniture, or equipment arising out of its use of school property, whether such damage was accidental or deliberate. The cost of damages will be based on the repair or replacement cost, the choice of which is the Board’s discretion. Further, User agrees to supply proof of insurance, verifying that the group maintains adequate insurance coverage against personal injury and/or property loss.

**ARTICLE V
Lessee Not To Discriminate**

User agrees that neither it, its employees or agents, will refuse, withhold from, or deny any of its services, goods, facilities, advantages, or privileges because of sex, race, age, physical or mental handicap, creed, political ideas, marital status, religion, color, or national origin, and that it will not publish, circulate, issue, display, post, or mail a written or printed communication, notice, or advertisement which states or implies that any of the services, goods, facilities, advantages, or privileges offered by it while in school facilities will be refused, withhold from, or denied to a person because of sex, race, age, physical or mental handicap, creed, political ideas, marital status, religion, color, or national origin.

DATED this _____ day of _____, 20_____.

Sidney School District:

User:

By: _____

By: _____

Address: _____

Phone: _____

Additional Obligations

FEE SCHEDULE

A.	Elementary School Gymnasium	Per Evening	\$ 50.00
		Per Hour	\$ 20.00
B.	MS Auditorium/Day		\$ 60.00
C.	MS Auditorium/Evening		\$ 70.00
D.	MS Auditorium (admission charged)		\$ 140.00
F.	MS Gym/Day		\$ 75.00
G.	Senior High Gym/Day		\$ 150.00
H.	Track Facility/full-day—no restrooms		\$ 125.00
I.	Track Facility/full-day--restrooms		\$ 200.00
J.	Multipurpose room/day		\$ 50.00
K.	Spotlight Rental/day		\$ 10.00
L.	Classroom		\$ 15.00

Notes:

1. Long-term/extended facility requests will be reviewed on a case-by-case basis with the requesting agency.
2. Home Economics and Kitchen facilities will not be rented for meal preparation.

Facility Use Fee Waiver Request

The Sidney School Board of Trustees, School Districts No. 5 and 1, provides for the use of District facilities by student, school related, civic, non-commercial or commercial use. Any student, student related, civic, or non-commercial group may petition the Sidney Board of Trustees to have fees waived if the event is not-for profit and the event falls on a non-scheduled day when school is not in session.

Individuals or groups requesting a fee waiver must complete the following information and submit request to the Sidney Board of Trustees prior to the first (1st) Monday of each month for consideration by the Board at its regular monthly meeting typically held the second (2nd) Monday of each month. **Completed waivers may be dropped off at the District's Administrative Office, 101 S. Central Ave, Sidney, Montana, 59270.**

I. Contact Information:

Date Submitted: _____
 Contact Name and Address of Individual/Group responsible: _____
 Mailing Address: _____
 Email Address: _____
 Cell/Phone Number: _____

II. Facility Request information:

Date (s) Requested: _____ Facility Requested: _____
 Time of Day Facility is needed (from when to when): _____
 General Description and Purpose of the Event :

Is this a commercial event for profit: Yes No

Is this a civic or non-commercial event for profit: Yes No

Are you recognized by the IRS as a Non-Profit: Yes No

III. Briefly describe your reasons for requesting a fee waiver in the space below.

For Office Use Only-	
Fee Waiver Approved	Building Principal Signature: _____ Date: _____
Fee Waiver Denied	
Signed Below:	Special Conditions if Approved / Reason for Denial
Date:	