

AR 4330
School Facilities Use Agreement
Poplar School District

In order to achieve a high level of community-school relations for academic and recreational purposes Poplar School District has implemented the following policy: *Board Policy 4330 – Use of School Facilities*.

The Trustees of Poplar School District are supportive of the people of the community using the school facilities for both educational and recreational purposes. The administration shall be charged with the responsibility of coordinating and authorizing use of all grounds and facilities by groups other than those directly connected with the school. The administration shall develop the rules, regulations, and procedures for the use of facilities. As required by the Boy Scouts of America Equal Access Act, the District shall provide an equal right of access to the Boy Scouts of America and other designated patriotic youth groups.

Requestor/Organization: _____

Phone: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Premises and Conditions

Conditions of Facilities Use – Use of District Facilities is conditioned upon the following covenants:

1. Requests made must be at least ten (10) days in advance of event.
2. The school premises shall not be available before 5:00pm on school days, except under special conditions.
3. That NO alcoholic beverages, tobacco or other drugs are sold or consumed on the premises by the requesting organization or individual or any of 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 without specific written consent of the District.
6. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
7. No person will injure or threaten to injure another person.
8. No person will willfully violate other District rules and regulations.
9. No person will violate any provision of the criminal law of the state of Montana or town or county ordinance or Tribal Statute.
10. If the organization would like to have concessions, the school reserves the right to provide that service first; the organization will be granted that right through an established approval process if the school does not provide that service.

Rules

- No food or drink in gymnasium or auditorium – water only.
- Do not use Middle School gym doors for entrance or exit.
- No access to Middle School weight lifting area or storage room.
- No Street shoes on gymnasium floor.
- Building must be evacuated if fire alarm is activated.

Custodial/Supervision/Insurance

Poplar School District encourages and promotes PSD patrons to apply and use school facilities that provide access for our local students. Providing that the person and/or organization resides in our school district, the event is educational and/or recreational which promotes positive welfare for our students to attend, and there are direct benefits for PSD students the organizer will not be charged for the facilities. If the event's purpose is for profit, then the person and/or organization may be charged accordingly at the discretion of the superintendent. Some requests may go to the school board for approval.

Supervision:

The Superintendent **MAY** require a school employee to be present during use of the building by a non-school organization. If the party/individual is in district then they may request the presence of a willing supervisor at no charge.

Custodial:

Organizations located out of district granted the use of the facility are required to pay rental and custodial costs unless otherwise stated by the superintendent. The district agrees to consume the burden of custodial costs and other costs for in district organization/residents as long as the activity promotes enrolled students from Poplar School to attend and is approved by administration.

Insurance

All organizations **will be required** to provide verification that they have insurance coverage for any special event held on or in district property.

Fees

Custodial/Supervision/Rental fees for out of district rentals are as follows:

HS & MS Gym	\$50 per hour + custodian + supervisor fees
Cafeteria/ Foyer	Flat rate of \$200 + custodian + supervisor fees
Classroom	Flat rate of \$100 + custodian + supervisor fees
Supervision	\$25 per hour per supervisor
Custodial	\$20 per hour per custodian
Flat Fee	Superintendent and/or school board approval

Supervision costs:

_____ (# of hours) X \$25.00 X _____ (# of supervisors) = total cost _____

Custodial costs:

_____ (# of hours) X \$20.00 X _____ (# of custodians) = total cost _____

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$_____. Payment shall be due ten (10) days in advance. The requesting organization or individual shall be responsible for all actual damages, including costs, disbursements and expenses resulting while it has use of the premises.

Insurance and Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents from any liability, expenses, costs (including attorney's fees) damages, and/or losses arising out of injuries or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility which are not the result of fraud, willful injury to a person or property, or the willful or negligent violation of a law.

If non-school related the requesting organization or individual shall provide the District with a certificate of insurance or special events coverage prior to the use of the facility. The certificate shall show coverage for comprehensive general liability insurance in an amount not less than \$1,000,000 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.

Non-Discrimination

The requesting organization or individual agrees to abide non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

Dated this _____ day of _____, 20____.

Poplar School District (building principal with determine if signatures below are N/A and will write N/A in the correct area):

Approved by _____, Building Principal

Approved by _____, Athletic Director

Approved by _____, Maintenance Director

Approved by _____, Transportation Director

Approved by _____, Food Service Director

Approved by _____, Superintendent

Requesting Organization or Individual:

Signature _____

Address _____

Phone _____

(Attach a copy of your insurance coverage for the event to this form.)