

Contract Between
Persons Using School Facilities
and
Montabella Community Schools

School Building Being Used: _____

Specific Rooms/Areas: _____

Date of Use: _____ Date of Contract: _____ Time In: _____ Time Out: _____

Fees: _____ Paid: _____ I, _____
Payment schedule on back.

Address _____ phone# _____ representing _____,

Agree that I have been granted authority to use the above named facility in conjunction with the following conditions and understandings:

1. Outside functions requiring access or use to the kitchen areas are required to comply with health rules, etc., as applicable. Consequently, a **foodservice person** is assigned whenever kitchen facilities are requested and the wage is reflected in "**Special Arrangements/Agreements.**"
2. Outside functions as outlined in the rules are provided custodial service when required, secured by Montabella Community Schools. The custodial wage is reflected in "**Special Arrangements/Agreements.**"
3. Those organizations pre-approved by the school official, choosing to assume responsibility for the clean-up of a facility, are required to pay a \$50 deposit refundable fee if the facility is left in proper condition. A detailed accounting will be provided in cases where the deposit, or a portion of it, is withheld for custodial services.
4. Montabella Community Schools' standard policy is that keys will be given to the lessee at the time payment is made.
5. Organizations granted use of any specific facility agrees and understand that equipment needed for their specific event will be the responsibility of the leasing party. In the event the equipment requested is within the specific building, it will be loaned in conjunction with access to the building. However, items not on the premises must be acquisitioned at the lessee's expense.
6. Fee Schedule for Building Use as outlined on the back is reflected in **Fees.** (above and/or special, below).
7. Refund of building use fees will only be permitted with at least 24 hours notification to the office of the cancellation. Also, there must be 48 hours of notification for building use request, to insure availability.

Special Arrangements/Agreements:

Statement of Release of Liability

I, _____, representing _____. Shall to the extent permitted by law, defend, indemnify, and hold harmless Montabella Community Schools, its employees, and individual school board members, as well as the board as a whole, from all liability, claims, actions, damages, costs, and expenses including reasonable attorney fees and costs, arising out of the negligent act or omission of any person using facilities on Montabella Community Schools' premises for any activity, unless such claim or damages result directly from the negligent act or omission or willing misconduct of Montabella community Schools, through its agents or employees acting in the scope of their agency or employment.

Signature of Responsible Party: _____ Date: _____

Signature of School Authorizing Party: _____ Date: _____

Fee Schedule for Building Use

Category I – School District Uses

Use directly related to the schools, the school program and the operation of the schools, including the meeting of employee groups.

EX: Spanish Club, Student Council, National Honor Society, Robotics

Rental Fee: waived

Custodial fee: waived, cleaning fee we be assessed if facility is not left in proper condition

Kitchen Fee: waived

Category II – School/Community Groups

Community groups, defined as those providing educational, recreational and cultural activities for the students of Montabella Community Schools.

EX: Band Boosters, Sports Boosters, PTO, Project Graduation

Rental Fee: waived

Custodial fee: waived, cleaning fee we be assessed if facility is not left in proper condition

Kitchen Fee: fee to cover staff wages (if needed)

Category III – Non-Profit Groups

Formal Non-profit community groups and organizations primarily comprised of district residents, providing educational, social, cultural, religious or recreational activities for members of the Montabella Community Schools District community at-large.

Ex: church services, church fun nights, boy scouts, girl scouts

Rental Fee: Classroom - \$25/day, Gym/Cafeteria/Kitchen - \$50/day

Custodial Fee: \$20/hour if event is outside of normal work hours

Kitchen Fee: \$15/hour

Category IV – Non-Profit Groups (Charging)

Activities involving the groups in Category III where admission is charged and events are not offered to the community at-large.

Ex: organizational parties, Board of Directors dinner, fun night with admission fee, Tri-County Electric regional meetings

Rental Fee: Classroom - \$50/day, Gym/cafeateria/Kitchen - \$100/day

Custodial Fee: \$20/hour

Kitchen Fee: \$15/hour

Category V – For Profit Groups

Organizations/groups from outside the District, commercial users, and private for profit business, individuals or vendors.

Ex: Pioneer Seed meetings, wedding receptions, showers

Rental Fee: Classroom - \$100/day, Gym - \$300/day, Cafeteria/Kitchen - \$150/day

Custodial Fee: \$20/hour

Kitchen Fee: \$15/hour

All groups utilizing the facilities of Montabella Community Schools will be required to have a signed building use form turned into the school office prior to use.

BUILDING USE RULES AND RESPONSIBILITIES

- A. School and community organizations should respect the rights of others to plan and schedule activities so as not to compete with one another for attendance.
- B. School facilities will be made available to community residents, groups, and organizations whenever they are not scheduled for school functions. 1. All building shall be vacated by 10:30 p.m. 2. Building will be closed on holidays.
- C. Building use forms must be turned into the building office one week prior to the use of the building.
- D. Organizations and groups within the school district will be given preference to out-of-district groups in the use of school facilities.
- E. Activities will be scheduled on a first-come, first-served basis.
- F. Continuous use of the facilities will be considered on an individual basis.
- G. Alcoholic beverages and other mind-altering drugs will not be permitted on school property at any time.
- H. Smoking on school grounds is not permitted.
- I. Decorations must be fire resistant and shall be erected and taken down in a manner not destructive to school property. Decoration materials and manner of use are subject to the approval of the building custodian. No booths, stands or decorations may be erected that would require scotch tape to be used or require nails, screws, or bolts to be driven into floor or walls. Any damage will be the responsibility of the user (see responsibility of users below).
- J. The school district reserves the right to refuse the use of facilities to any person or group.
- K. These rules and regulations may be altered or changed as school district policy permits.
- L. All requests to schedule school facilities will be made through the office of the building being requested.
- M. Fixed cost for facility use will be made by check prior to the scheduled event to Montabella Community Schools and accrued expenses will be assessed after use. Payment will be made to Montabella Community Schools at the office of the requested building.
- N. Rental contracts under the policy are not transferable.
- O. Arrangements for seating or special equipment or facilities, including kitchens, shall be made at the time the rental contract is issued. Equipment used may be only that which is permanently assigned to the building.
- P. A member of the food service department **must be present** as determined by the administration when any school's kitchen facilities/equipment is in use. Labor cost for this service will be added to the base contract amount.
- Q. Supervision will be by adults 21 years of age or older or by a school employee.
- R. The person responsible for supervision will sign a statement holding the district harmless in the case of injury.
- S. Any damage to the facility or missing equipment or supplies will be paid by the person or group using the facility.
- T. The person supervising will be responsible for seeing that lights are turned off and doors closed and locked upon leaving. If not done, permission to use the facility in the future may be denied.
- U. Only appropriate shoes may be worn on the gym floors.

RESPONSIBILITIES OF USE

1. Any person or group using school facilities may be requested to provide a "Hold Harmless" insurance policy depending upon the type of activities.
2. The facilities use contract holder shall be fully responsible for loss or damage to school property, including that of pupils and employees, during the time the building is in use under the use agreement.
3. All equipment and the facilities to be used must be listed on the contract in use contract.
4. All groups will abide by Board Policy on use of school facilities.
5. Proper supervision is required at all activities and is defined as: **(a)** Supervisor will remain in building while activity is taking place; **(b)** All precautions for safety will be observed.