

METROPOLITAN SCHOOL DISTRICT OF WAYNE TOWNSHIP
 PERMIT FOR THE USE OF SCHOOL PROPERTY
 FACILITY USAGE AGREEMENT

G350-E-2

School / Facility Requested _____ Room(s) Requested _____

Organization Requesting Facility _____

Date to be used: _____ Building open from _____ (a.m. p.m.) to _____ (a.m. p.m.)

Type of Activity _____

Admission Charge / Participation Fee: Yes _____ No _____ Charge: \$ _____

Do you intend to place any signage? _____ if yes, please describe: _____

For what purpose will proceeds be used? _____

Special service, equipment or facility needed _____

Name of insurance company _____

You, or your organization, are required to provide a certificate of insurance covering the event with this request.

Certificate Attached Yes _____ No _____ Not Applicable _____ (per Chief Financial Officer's approval)

No. of persons anticipated _____ No. of MSD Wayne Township Students _____ Adults _____ Others _____

READ REVERSE SIDE OF PERMIT BEFORE SIGNING

We have read, fully understand and agree to abide by the Rules, Regulations, and Restrictions governing the use of these facilities. We agree to be responsible for any damage to school property due to such occupancy and for the strict observance of the Rules and Regulations of the Board of Education relative to the use of such facilities. We also agree to pay any designated fees to: MSD Wayne Township, Attn: Chief Financial Officer, 1220 S. High School Rd., Indianapolis, IN 46241, three (3) days in advance of the facility use. In addition, Group V Users are required to provide an advanced deposit ten (10) days prior to the facility use.

Name (Please Print) _____ Address _____

Signature of Representative _____ City _____ State _____ Zip _____

Date of Application _____ (_____) _____
 Representative's Telephone

Name of Contact Person _____ (_____) _____
 Contact Person's Telephone

FOR SCHOOL USE ONLY

<u>Routing</u>	<u>Approval</u>	<u>Staff Needed</u>
Athletic Director	_____	_____
Auditorium/Theatre Director	_____	_____
Career Center Administrator	_____	_____
Cafeteria Manager	_____	_____
Pool Director	_____	_____
Head Custodian	_____	_____
Administrator	_____	_____

Signature of Principal or Designee _____ Date _____

FOR EDUCATION CENTER USE ONLY

The above request to use the _____ facility is _____ approved _____ disapproved.

Special Conditions and Explanations _____

Personnel Fees \$ _____
 Custodian _____ Food Services _____ Admin./Event Mgr./Pool Super. _____ Tchnlgy _____ Technician Supp. _____ Stu. Technician _____ Lifeguard _____

Facility Fees \$ _____
Gym ___ Cafeteria ___ Commons ___ Auditorium ___ Pool ___ Other ___ (Specify) _____

Approximate total cost for this request \$ _____(Actual cost will be calculated from actual hours worked.)

Signature of Director of Operations

Date

Copies to: Principal / Applicant / Custodian / Director of Operations / Chief Financial Officer

METROPOLITAN SCHOOL DISTRICT OF WAYNE TOWNSHIP

POLICIES, RULES AND REGULATIONS FOR THE
RENTAL AND USE OF SCHOOL FACILITIES

I. PROCUREMENT OF PERMIT

- A. The use of all school facilities for any purpose shall be initiated by a responsible member of the organization requesting the permit through the school principal or designee.
- B. All requests by Groups II, III, IV, V, and VI (see eligible organizations) should be made on the approved form to the Director of Operations thirty (30) days before the requested date of use.
- C. The Principal or designee shall then notify the applicant of the denial or acceptance and the fees involved within ten (10) business days.
- D. If approved, the estimated rental and custodial fees are payable to the MSD of Wayne Township three (3) days in advance of the facility's use.
- E. Proof of liability insurance is required prior to approval. This requirement may be waived by the Chief Financial Officer in *rare* circumstances such as when the District is sponsoring the event.

II. RULES AND REGULATIONS

- A. A school custodian(s) (appointed by the principal and/or designee) must be on duty during the hours the facility is used. When custodial fees are charged, the hours counted shall be from the time the custodian opens the door until clean up is completed. The number of such personnel shall be determined by the District.
- B. The kitchen facilities are not normally rented. If approved, a kitchen supervisor shall be assigned by the Supervisor of Food Services. Fees shall be charged from the time the kitchen is opened until clean up is completed. It shall be the sole duty of the supervisor or designee to supervise, not to prepare or serve food. The clean up is the responsibility of the organization using the facility unless other arrangements are made with the Supervisor of Food Services. If the clean up is not satisfactory in the opinion of the Supervisor of Food Services, an additional charge will be assessed.
- C. The use of the facilities and equipment shall be strictly confined to the area designated or included in the agreement. Applicant and his or her organization will be held responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, the school officials or other representatives of the school on duty shall have the immediate authority in any matter covering the use of the building.
- D. Permit applications will be denied or cancelled if requested usage is determined by a school corporation official not to be in the best interest of the school corporation.
- E. Gambling, use or possession of intoxicant drugs, alcohol, flammables, and obscene and profane language are prohibited anywhere on school corporation property. Use of tobacco in any form is prohibited in all facilities. Possession of a firearm on school property is a felony and violates School Board policy unless specific exceptions apply.
- F. No furniture or equipment, audio visual/technology equipment, shall be used or moved unless specifically requested on the Permit or approval received from the school official.
- G. Liability: The User agrees that MSD of Wayne Township shall not be responsible for any injury or property damage. The User agrees to release and hold harmless MSD of Wayne Township and its employees and agents from any injury or damages of any kind arising from the use of the facilities by the User, a participant in a program, or a third party associated with the User's use of the facilities.
- H. The organization or individual wishing to use the facilities will be required to furnish proof of insurance coverage or self-insurance proof statement to the principal of the facility upon application. Consultation with the Chief Financial Officer will determine dollar value of insurance required, or, in rare circumstances, if the insurance requirement may be waived.
- I. The use of special equipment such as stage lighting, scenery curtains, projectors, public address systems, folding goals, bleachers, etc. shall be permitted only when operated by school employees or other persons authorized by the school or its representatives.
- J. Signs, displays, or materials shall not be attached to the walls, window glass, woodwork, draperies, blinds, stage curtains, grounds, drives, etc. without approval in the agreement.
- K. Concession and checkroom rights are reserved by the school, unless otherwise stipulated.
- L. When the attendance or other conditions require the use of police, firemen, parking lot attendants, or other types of personnel, these personnel shall be procured by the District and charged to the applicant. These charges shall be evaluated prior to the rental by the Director of Operations and renters and lessees involved, and shall be written into the agreement.
- M. Fire Safety and Decorations – fire, health, and safety regulations and codes of the State Fire Marshall, Board of Health, local agencies, the City of Indianapolis, and the State of Indiana must be followed at all times. Any permits required shall be the responsibility of the applicant. All material used for decorative purposes must be approved in advance by the school official.
- N. Gymnasium floors - No materials are to be used on floors. Proper rubber soled gym shoes must be used for games or athletic contests on gym or activity room floors. Use of tarp covering may be required.
- O. Non-school organizations are not permitted to sell tickets or merchandise to students while students are under school jurisdiction.
- P. Activities using school facilities must be under competent adult supervision and/or leadership. The school official reserves the right to judge the adequacy of such supervision and immediately cancel any function judged not to be adequately supervised.
- Q. Damage or misuse of the facilities and equipment shall be paid for in full by the organization chargeable with use. The appraisal of the Superintendent of Schools or his agent shall be the final determinant in all cases of damage or misuse.
- R. Rental of school buildings or school facilities does not include the use of recreational equipment, furniture, projection equipment, public address systems, stage lighting, any other special equipment, nor MSD of Wayne Township personnel trained to operate the aforementioned equipment, unless it is specifically provided for in the agreement.
- S. Regular rental of school buildings and facilities does not imply the provision of storage facilities for supplies or equipment.

- T. Facilities shall be used by sponsoring organizations for the purpose of the facilities' design, i.e. gymnasium for games played in gyms, auditoriums and theaters for theatrical/program presentation activities, classrooms for instruction, etc. If requests for usage deviate from the design purpose, the school official shall determine whether the alternate usage is appropriate and allowable.
- U. No sponsoring organization shall be extended continuous use of building rental privileges for a period exceeding one school year.
- V. Each sponsoring organization shall appoint one responsible representative who will contact the custodian upon arrival and show an approved and signed application for the intended use of the building. After showing the approved application, the sponsoring organization will be admitted. If contractual arrangements have not been made, the custodian will not be present to open the building.
- W. The sponsoring organization is responsible for the conduct of the group using the building and its representative shall be the responsible person in charge of the group. The person signing the rental contract is responsible for any damage caused by the sponsoring organization.
- X. A damage deposit may be required, based on the judgment of the Director of Operations, as a condition of usage.
- Y. All fees may be waived or altered at the discretion of the Superintendent or his designee.
- Z. MSD of Wayne Township is party to several exclusive contracts, not the least of which is the exclusive contract we have with Pepsi Cola® and American Bottling Co. As a result, all renters will abide by the exclusivity clause within that contract and only use those products. In case of any questions, the Principal, his designee, or the Chief Financial Officer will make the final judgment.

CLASSIFICATION OF GROUPS FOR PURPOSES OF FACILITY USE

III. ELIGIBLE ORGANIZATIONS

- A. Preference will be given to local groups or organizations having the majority of their membership living in the Wayne Township School District.
- B. A responsible citizen is defined as a person, at least 21 years of age, who is a real property owner in the school district and who is financially responsible.
- C. Facilities generally are not to be used for commercial or personal gain. The Internal Revenue Service listing of non-profit organizations will be used as a guide. In certain instances where school facilities are uniquely suited to provide services to our youth (e.g., sports camps) the finances will be monitored so that use of schools does not give the sponsor(s) the ability to monopolize a program or service.
- D. All rentals are restricted to temporary use only and no Facility User Agreement shall exceed one year.
- E. Priority use of facility shall be as follows:

Group I: District school related activities: e.g., classes, school clubs, extracurricular activities, adult education.

Group II: Jointly school sponsored: e.g., booster groups, PTO, alumni groups, extension courses offered, may be assigned to Group II, Group III or Group VI.

Group III: Local groups dealing directly with community youth as their first and foremost purpose: (e.g., Scouts, Campfire Girls, 4-H Clubs, Youth Athletic Leagues, etc.) Local civic service, cultural, political, non-profit organizations: (e.g., Jaycees, League of Women Voters, Optimists, Lions, Democrats, Republicans, Kiwanis, etc.)

Group IV: Sponsored by local tax-supported governmental agencies: public libraries, police, fireman, and township organizations

Group V: Wayne Township churches, private schools, commercial groups, and similar entities as long as the intended use of the facilities is not to generate profit.

Group VI: Business and Community Partnership: e.g., YMCA, IU/PUI, Community Colleges of Indiana (a partnership of Ivy Tech State College and Vincennes University), PCI (Professional Careers Institute), PJ's College, Business and Industry that partner with School programs, NOCTI (State Teachers Testing), Indiana Fire Instructor's Association and other groups that participate with the Schools in a co-curricular manner.

IV. CHARGES FOR USE OF SCHOOL CORPORATION FACILITIES

- A. No rental fees will be charged for Groups I and II. Groups III and IV will not be charged a rental fee unless there is an admission charge or donations are made. If so, Group III and IV will pay the fees established for Group V on the Fee Schedule.
- B. For Groups III, IV, V, and VI, if a custodial service is required, a custodial fee shall be charged at 1.5 x head custodial regular hourly rate plus required State and Federal Costs All groups are charged a custodial fee if event is held during non-regular working hours.
- C. The Director of Operations shall determine any additional service necessary to protect school district facilities and equipment.
- D. Unless otherwise indicated, the charges for facility use are "per session" which is considered to be approximately three (3) hours. Charges for additional services are as follows:

Custodial	<u>\$1.5 x head custodial rate + State & Federal Costs/ hr</u>
Kitchen Supervisor	<u>\$1.5 x head cafeteria mgr rate + State & Federal Costs / hr</u>
Cafeteria	<u>\$100 / hr, \$250 / hr (BDHS)</u>
Commons Area	<u>\$100 / hr</u>
Gymnasium	<u>\$50 / hr (Elem.), \$75 / hr (7th, 8th and 9th Centers), n/a (BDHS)</u>
Pool	<u>\$100.00 / hr</u>
Administrator/Event Manager/Pool Supervisor	<u>\$ 60.00 / hr</u>
Professional Instructional Technology Support Staff	<u>\$ 60.00 / hr</u>
Professional Tech Support Staff (Auditorium/Theatre)	<u>\$ 60.00 / hr</u>
Student Technician	<u>\$ 10.00 / hr</u>

Lifeguard \$ 10.00 / hr

Charges for estimated utility usage will also be levied for facilities used during periods when additional heating, cooling, or lighting would be required.

E. Group V users will be assessed facilities and equipment usage charges as follows:

Classroom \$ 10.00 per night per classroom

Computer Lab \$ 25.00 per night per classroom

(Instructional purposes only.)

(*In addition to Professional Instructional Technology Support Staff)

Theatre/Auditorium \$ 500.00 for three (3) hour session

Additional \$ 60.00 / hour

(*In addition to Professional Technical Support Staff)

Choir Room \$ 100.00 /hr

Orchestra Room \$ 100.00 /hr

Dance Studio \$ 100.00 /hr

*All Athletic Facilities are Negotiable

V. AUDITORIUM / THEATRE

Group V Users

Performance: Performance is for a maximum usage of four (4) hours. Usage period will be calculated from the time the user enters the building until the time the user and/or the public leaves the building. The usage period will not include cleaning time required.

Piano: Grand Piano \$ 50.00 per performance or rehearsal

Studio Piano \$ 20.00 per performance or rehearsal

The Grand Piano is tuned twice per year. Should the user require the Grand Piano to be tuned prior to usage, it will be at the user's expense.

VI. ADDITIONAL AUDITORIUM / THEATRE RULES

- A. Firm Date: A date requested by the user is not considered firm until the user has executed a Rental Agreement, said agreement is approved by the school, the user has submitted all applicable forms, and the user has provided an advance deposit.
- B. User shall leave all areas of the facility in the same conditions as they were found. This includes curtains, scenery, chairs, tables, and dressing rooms, etc.
- C. Auditorium / Theatre house equipment is to be operated only by qualified members of Wayne Township Schools.
- D. The control booth is off limits to anyone during performance or rehearsal that is not actively engaged working in the control booth.
- E. All scenery brought in must be flame retardant. Use of animals, pyrotechnics, open flame, water, etc. is subject to the approval of the Auditorium / Theatre Director.
- F. All lighting, wiring, etc. must conform to local codes and meet all OSHA standards.
- G. If the User and the performing group are not the same, the User is responsible for advising the performing group to submit the technical requirements as may be necessary for the production of their event.
- H. No food or drink is permitted on stage or in the house at any time.