

SUMTER COUNTY BOARD OF EDUCATION

FACILITY AND EQUIPMENT USE REQUEST AND AGREEMENT FORM

Facility Usage Request Form

Date of Request: _____

Name of Requesting Group/Individual: _____

Address: _____

Phone Number: _____ Email: _____

Facility Requested (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Media Center (Elem) |
| <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Media Center (Middle/High) |
| <input type="checkbox"/> Cafeteria Only | <input type="checkbox"/> Classroom |
| <input type="checkbox"/> Cafeteria with Kitchen | <input type="checkbox"/> Other: _____ |

Date(s) of Use: _____ **Time:** From _____ To _____

Purpose of Event: _____

Expected Attendance: _____

Will Admission Be Charged? ☐ Yes ☐ No If yes, amount: \$ _____

Requested Services/Personnel (2-hour minimum):

- ☐ Custodian (\$25/hr)
- ☐ Child Nutrition Worker (\$25/hr; \$30/hr if manager)
- ☐ Site Manager (\$40/hr - Required for Gym)
- ☐ Technology Technician (\$35/hr)
- ☐ Chair Setup Fee - \$50 flat fee (setup/removal of up to 100 chairs)
- ☐ Podium w/microphone/sound system- no charge

The group, organization, or individual shall:

1. Provide adequate provisions for supervision of school property;
2. If requested by the principal, provide adequate police protection for such activities to safeguard those involved as well as the property of the Board;
3. Not permit use of alcoholic beverages (drink, displayed, or served) in or near public school buildings;
4. Not permit smoking in school buildings or on school grounds;
5. Assume all costs for repairs necessary due to vandalism or malicious destruction of school properties incurred during the utilization of these facilities;
6. Submit the amount of \$ _____ as prepayment for custodial services, and/or child nutrition services during the stipulated times;
7. Submit the amount of \$ _____ as prepayment for use of said facilities during the stipulated times.
8. If using the Gymnasium, Media Center or Cafeteria, submit the amount of \$50.00 for each location as prepayment of the clean-up.
9. In the event this application is approved, the applicant agrees to execute all releases of liabilities required by the Board in connection with applicant's use of the premises herein applied for and will complete and sign the "Release from Liability and Agreement" to "Hold Harmless" upon approval of using said facility.

Fee Summary:

Facility Rental: \$ _____ | Employee Services: \$ _____ | Clean-Up Fee: \$ _____
Chair Setup Fee: \$ _____ | Podium/sound system: no fee

TOTAL AMOUNT DUE: \$

Signature of Group or Organization President, Individual, Sponsor, or Responsible Party

Address/Phone# of Group or Organization President, Individual, Sponsor, or Responsible Party

Approved: _____
 Denied: _____

Principal's Signature	Date
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Approved: _____
 Denied: _____

Superintendent's Signature
Date

Facility Rental Fees - Based on User Group

A rental fee shall be assessed for the use of school facilities based on the following three-tiered system. **The fee is due to the SCBOE Central Office no later than 10 days before the scheduled event.** Cash, money orders, and checks (but no personal checks) accepted. Money orders and checks should be made to the Sumter County Board of Education. **Advertisement of this event is prohibited until the fee has been paid in full.**

User Group “A” – Includes all local organizations, non-local organizations, businesses, other school districts, churches and individuals

Facility	Rental Fee
Cafeteria Only	\$250
Cafeteria with Kitchen	\$350
Gymnasium	\$500
Media Center	\$65/day
Classroom	\$35/day

User Group “B” – Includes all nonprofit, local organizations, civic organizations, and youth groups (with 50% SCSS student participation) as defined below:

- Must certify that at least 50 percent of the children participating are students of Sumter County Schools; and
- Must demonstrate nonprofit status as defined by Section 501 of the Internal Revenue Code; and/or
- Must be parallel to the purpose of enriching the lives and education of children.
- The cost for these groups is one-half of the "User A" rates for some facilities.

Facility	Rental Fee
Cafeteria Only	\$125
Cafeteria with Kitchen	\$175
Gymnasium	\$250
Media Center	\$65/day
Classroom	\$35/day

User Group “C” – Includes Sumter County School events/programs, educational meetings (including all staff and/or student meetings) and affiliated Sumter County Schools support organizations (such as PTOs, Booster Clubs). No facility fee, but personnel/cleaning fees apply.

- There is no facility rental charge to these groups.
- There is no charge for use of sound system.
- There is a charge for a Site Manager, child nutrition, or custodian worker if applicable (see below).

In addition to the fees listed above there is a flat-fee of \$50 for clean-up for Gymnasium, Media Center, and Cafeteria (when kitchen is not used).

Site Manager:

When renting an Auditorium/Gymnasium/Media Center/Cafeteria, a Site Manager, at \$40/hour with a two-hour minimum, *must be present* at all times. This manager will have several responsibilities such as adjusting heat or A/C, unlocking/locking doors, checking that restrooms are clean, stocked and working properly during the event, and handling issues that arise.

Sound Tech:

If the use of the sound system and or specialized lighting is requested there may be an additional cost of \$35/hour for a school trained technology technician.

Child Nutrition Worker:

A child nutrition worker is \$25/hour per worker (\$30/hour if manager), with a two-hour minimum for each. **If the cafeteria area is used, a child nutrition worker must be present at all times.**

Custodian:

Although there is a clean-up fee for the Gymnasium, a custodial worker at \$25/hour is required when using other facilities such as cafeterias, meeting areas at schools, classrooms, etc.

One of these workers must be present at all times. Any exception to the above fees must have prior approval of the Superintendent.

SUMTER COUNTY BOARD OF EDUCATION USE OF FACILITIES AND EQUIPMENT PROCEDURES

The Sumter County Board of Education believes the functions of school buildings and grounds should be to accommodate approved school programs for students and to assist in meeting the educational, cultural, civic, social and recreational needs of communities. Use of school buildings by the community shall be considered a secondary function and shall be scheduled at times which do not interfere with regular school activities.

- I. Use Agreement - The Sumter County Board of Education shall direct the Superintendent to develop administrative rules and regulations governing the use of school facilities including rental fees to be established and published at least annually. The use of school facilities by individuals or groups shall be governed by a signed use agreement between the individual or group and the Board. The use agreement shall contain, but is not limited to, the following:
 - A. A "hold harmless" statement having the effect of holding the Board free from any liability arising from the negligence of the party using the facilities.
 - B. A statement requiring, with limited exception, any person or group leasing the school facilities to purchase liability insurance indemnifying the Board and its members as additional insured. A certificate verifying the purchase of such insurance should be presented to the Board at least twenty-four (24) hours prior to use of the facilities.
 - C. A statement that the individual or group lessee shall assume all responsibility for damage(s) and/or maintenance expenses invested in the building, directly or indirectly resulting from lessee's use.
- II. The Sumter County Board of Education owned or controlled facility will not be sued in any manner not covered under liability insurance purchased by the Board.
- III. Limited Open Forum - Equal Access
 - A. Non-curriculum related student organizations shall have the same opportunity to use school facilities as any other student organization, regardless of religious, political, philosophical, or other content of the speech at such meetings, subject to the right and obligation of the Board to maintain order and discipline on school premises and to protect the well-being of students and faculty.
 - B. The principal of the school may approve use of the school facility by a non-curriculum related student organization provided that:
 1. The meeting occurs during non-instructional time and is attended by a school employee/designee who shall provide general supervision.
 2. The meeting is voluntary and student-initiated. Only students enrolled in the school may request this meeting.
 3. The meeting is not sponsored by the school, the Board, or employees thereof.
 4. The presence of Sumter County School system authorities or Board employees at any religious meeting is non-participatory in nature. The presence of school employees is for observation only.
 5. The meeting does not interfere with regular instructional activities of the school.
 6. The meeting shall not be directed, conducted, controlled, or regularly attended by non-school persons.
 7. The non-curriculum related student group shall not use the school, name, school mascot name, or any name that might imply school sponsorship.
 - C. No School employee shall be compelled to attend a meeting of any student organization if the content of the speech at such meeting is contrary to the belief of the employee.

- D. Any student organization seeking to meet on school property during non- instructional time shall submit a written application to the school principal. Applications shall include the following information:
 - 1. The name of the organization.
 - 2. A general statement of the purpose of the organization.
 - 3. A description of the qualifications for membership, if any.
 - 4. A statement that the students understand and agree to comply with this equal access policy.
 - 5. A proposed schedule of meetings and activities.
- E. The principal shall deny approval to any organization whose purposes, qualifications for membership, or proposed activities are unlawful.
- F. Failure to comply with this policy shall be grounds for revocation of the right to continue to conduct meetings under this policy.

Facility Use Procedures

1. Requests for the use of a school facility shall be approved in accordance with the administrative procedures of the district.
2. Charges will be calculated from the time the facility is **opened to the time it is closed**.
3. All fees *must be paid in advance at the time the facility is booked*, {**due to the SCBOE Central Office no later than 10 days before the scheduled event. Money orders and checks (but no personal checks) should be made to the SCBOE. Advertisement of the event is prohibited until the fee has been paid in full.**}
4. Fees charged for use of property do not cover the use of school equipment, and any such use, if desired, must be arranged with the school concerned.
5. Requests for the use of a facility shall be presented to the superintendent for approval **at least 10 prior to the event**. Any changes in a scheduled event shall be approved in advance. Request for the use of a SCBOE facilities shall be presented to the School Principal for approval in a timely manner to allow the Superintendent's approval 10 days prior to the event
6. The using group, organization, or individual should carry liability insurance in the amount of \$1,000,000 to protect it and its members. In cases of special use, the Board may require the user to furnish additional liability insurance. In cases of individual use, the Board may elect to require less liability insurance, to be determined on a case-by-case basis.
7. On nights prior to school days, the building/facility may not be used after 10 p.m. without the prior approval of the building principal.
8. The activity shall not interfere with the normal use of the building/facility by school personnel or students, nor shall the use of the facility result in undue wear judged harmful to the facility.
9. No areas will be rented where personal property is not properly secured.
10. Kitchen facilities shall not be used unless specifically requested. When kitchen use is required, a member of the school cafeteria staff must be present at all times and the kitchen must be left in a clean and orderly condition. School food and supplies shall not be used.
11. Permission shall be obtained if furniture or equipment is to be *moved*, or if decorations or signs will be attached to walls, ceilings or fixtures. No alterations to the facilities are allowed.
12. If a stage is brought in, it must be removed **within 3 days after the Event**.
13. **It shall not be the responsibility of the school to furnish special stage settings, furniture, special lighting or to require board employees to arrange scenery or to carry equipment.**
14. The sponsor of an activity has direct responsibility for the safety, welfare and actions of the persons participating in the activity; for seeing that the building regulations concerning the use of food, drinks and tobacco are observed; and for damages to the building or equipment. The sponsor or a qualified representative shall be present when the first participants are expected to arrive and shall remain until all have departed.
15. Economical use of utilities is required.
16. All fire safety codes and regulations shall be strictly followed and adhered to at all times.

17. Failure to leave the facilities in good condition or failure to use the facility in adherence to this policy shall result in denial of future requests by the individual or group for a period of one year. Requests by a violating party after one year shall be considered on a case-by-case basis by the principal of the campus and superintendent.
18. The district shall not be responsible for props, non-school equipment and/or personal items belonging to persons using school facilities.
19. No food or drinks will be allowed in any other areas without prior approval and no gum will be allowed at any time.
20. The use of any type of tobacco or alcohol is prohibited in all school buildings and on all school property.
21. Under no conditions shall authorization be granted which would in any way be considered discriminatory in nature. This includes any inadvertent partisanship relative to political campaigns.
22. Any such person, group, organization or other entity using the facilities of the Board shall be given a copy of this policy and acknowledge in writing agreement to all of the terms and conditions contained herein.

RENTAL FEE CALCULATION

Name of Requesting Group/Individual: _____

Applicable User Group: ☐ A ☐ B ☐ C

Request for Facility (check all that apply):

Facility	Check All that Apply	Basic Fee	Rental Fee	Total Fee
Cafeteria Only	<input type="checkbox"/>	_____	_____	_____
Cafeteria with Kitchen	<input type="checkbox"/>	_____	_____	_____
Gymnasium	<input type="checkbox"/>	_____	_____	_____
Clean-Up Fee (Mandatory per location)	<input type="checkbox"/>	_____	_____	_____
Media Center	<input type="checkbox"/>	_____	_____	_____
Classroom	<input type="checkbox"/>	_____	_____	_____
Chair setup	<input type="checkbox"/>	_____	_____	_____
Podium/Sound System	<input type="checkbox"/>	<u>no charge</u>	_____	_____

Total Rental Fee: _____

Request for employee services (check all that apply): (One of these must always be present).

Employee	Rate of Pay	#Requested	Hours	Total
Custodian	\$25/hr	_____	_____	_____
Child Nutrition Manager	\$30/hr	_____	_____	_____
Child Nutrition Worker	\$25/hr	_____	_____	_____
Site Manager	\$40/hr	_____	_____	_____
Technology Technician	\$35/hr	_____	_____	_____

Total Employee Services Fee _____

TOTAL FEE

AMOUNT

Rental Fee \$ _____

Employee Services Fee \$ _____

TOTAL AMOUNT DUE \$ _____

***Forward original copy to Chief School Finance Officer.**

COMPLETE THIS FORM AFTER THE REQUEST HAS BEEN APPROVED
FACILITY AND EQUIPMENT USE HOLD HARMLESS AGREEMENT
SUMTER COUNTY BOARD OF EDUCATION
Livingston, Alabama

STATE OF ALABAMA

**RELEASE FROM LIABILITY AND COUNTY OF SUMTER
AGREEMENT TO HOLD HARMLESS**

KNOW ALL MEN BY THESE PRESENTS, that Whereas, the undersigned _____ hereafter called the Applicant, has filed a written application with the Sumter County Board of Education for permission to use the premises described in said application for the purposes described in said application, which premises are under the control and supervision of said County Board of Education; and, WHEREAS, the Superintendent, under the authority of the Sumter County Board of Education, has granted permission to the Applicant to use said premises solely for the purposes stated in Applicant's application; and,

WHEREAS, the Sumter County Board of Education, as a condition precedent to the granting of its permission for the use of said premises by the Applicant, requires the execution and delivery by the Applicant to the Board of a Release of Liability and Agreement to Hold Harmless wherein and whereby the Applicant agrees to release and hold harmless the Sumter County Board of Education, its board members, officers, agents, servants, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damages or injury, including death, that may be sustained by the Applicant, its officer, agents, servants or employees, invites, patrons and customers from Applicant's use of said premises.

NOW THEREFORE, in consideration of the premises, and for the further consideration of receiving permission from the Sumter County Board of Education to enter upon and use the premises described in said application which are controlled and supervised by the Sumter County Board of Education, the receipt of such permission being hereby acknowledged, the undersigned Applicant hereby agrees to release and to hold harmless the Sumter County Board of Education, its board members, officers, agents, servants, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damages or injury, including death, that may be sustained by the Applicant, its officers, agents, servants or employees, invites, patrons and customers from its use of the premises described in Applicant's application.