# **Terms and Conditions**

## These terms and conditions are hereby incorporated into, and made a part of this Contract.

### 1. <u>General Procedures for Facility Use Application</u>

- A. Application for use of any district facility shall be filed with the District Facility Scheduling Office at least (10) working days prior to the date for which the facility is requested. Upon approval, a copy of the signed application shall be returned to the applicant, thus denoting a rental agreement. Rental contracts are non-transferable.
- B. Rental deposits shall be payable, and proof of liability insurance provided upon approval of usage. Terms are Net 15 from rental date.

## 2. Groups Eligible for Facility Reservations

Assignment of facility reservation applicants to Classifications shall be made at the discretion of the Director of Operations.

**Level 1:** This level applies to any school sponsored event or school sponsored sport practice/academic competition and/or sponsored clubs. It also applies to Community Services events and classes. These events and classes are coordinated through Community Services and applicable fees are settled through the setup process. Child Care Services, School based PTA/PTO, Booster group organizations, Special Olympics, Odyssey of the Mind and local Scout groups are also considered at this level. **Site approval is required by the Building Administration**.

**Class 1-A:** This class includes all of those groups named in Class 1. At such times as their events are generating income, these groups will be responsible for the payment of any extra custodial costs related to the event.

**Level 2:** This level applies to a community based non-profit group, such as, but not limited to: governmental agencies, church groups or organized groups who provide local, civic, educational, religious or cultural activities and are staffed by volunteers. The School District may require proof of tax-exempt status. Events used to raise funds for charity or school sponsored sports teams may have facility fees waived by the District. **Business office approval is required**.

Level 3: This level applies to not-for-profit use by private citizens, community based groups including non school sponsored sports teams. Users in this level are defined as groups of community residents who are interested in using school facilities for a particular use such as recreational, educational, and cultural activities. Business office approval is required.

## 3. General Guidelines

- A. <u>By Board of Education policy, food is not to be served in carpeted areas.</u> The use of school kitchens or other food service areas requires the permission of the Director of Food Service. Cost for Food Service personnel will be the responsibility of the renters.
- B. Level 3 groups will be charged facility basic hour rates plus time for custodial, technical, and safety staff.
- C. All facility reservations shall be subject to the availability of custodial/technical service and date availability. Costs for custodial/technical service including overtime, shall be based on the current District Master Contracts with personnel. It is understood that vacation days during the school year will be primarily used for building maintenance. Groups will be discouraged from renting facilities during Christmas Break, Spring Break, and the month of July due to building maintenance.
- D. The District shall reserve the right to refuse any groups the use of school facilities, revise fee rates without notice (excluding those groups already under contract), and cancel or revise these provisions at its discretion. All items not specifically addressed in these guidelines shall be subject to the interpretation of the District.

### 4. Specific Guidelines and Restrictions Governing the Use of the School Facilities

A. Sponsoring organizations shall provide competent adults to assume responsibility for control of the event/activity for which the facility is reserved. Arrangement for special requests or facilities shall be made at the time the rental contract is issued. Extra compensation shall be required to cover charges for supervision, transfer of equipment,

setting up of special equipment, etc. Applicants shall be responsible for the costs of special supervision including event manager, security, and/or parking.

- B. Smoking and alcohol are prohibited on all Kentwood Public School grounds and in all buildings.
- C. <u>Absolutely no open flame fires</u> shall be permitted in any indoor school facility. Fires in outdoor facilities will be discouraged and only allowed with specific permission of the District and the Gaines Township Fire Department. Requests for such approval shall be made at the time of application.
- D. Placing of materials on walls, floors, windows, or other parts of the building which may damage these surfaces is not allowed without prior clearance from the Director of Operations.
- E. Due to limits of the facilities' electrical outlets and power supplies, permission to bring in any electrical equipment must be secured from the Director of Operations at the time of application.
- F. All advertising, sales of merchandise, printed matter or other materials is prohibited on school premises without the approval of the District's representative.
- G. The Board of Education and its authorized representatives shall have full power and free access to the premises at all times.
- H. No facilities shall be rented past 10:00pm without special approval from the District's representative.
- I. Central Administration Offices are not available for rental unless specific administrative approval is given and an administrator is present.
- J. Renters shall assume liability for all damages which occur in or on Kentwood Public School property while renters are using the facilities and property.
- K. School facilities are not available to groups to hold religious services, partisan political meetings, or other meetings of a similar nature when school classes are in session unless authorized by the Director of Operations. Regular use by such groups shall be discouraged.
- L. Violation of these rules and regulations will prevent subsequent granting of the use of District facilities to violators.
- M. Reasons for cancellation of a Facility Use Contract include: inclement weather, snow days as called by the Assistant Superintendent for Business, National Weather Service Advisories, or conflicts with school events rescheduled due to circumstances beyond the District's control.
- N. The individual executing this contract hereby represents that he/she has the authority to execute this contract on behalf of the group or organization.
- O. The District makes no representation as to the condition of the school facilities or whether the facilities are suitable for the group or organization's needs.
- P. The group or organization agrees to indemnify and hold the District harmless, and release the District from any personal injury or property damage arising out of or in any way connected to the group or organization's use of the school facilities.