

REGULATIONS CONCERNING THE USE OF SCHOOL FACILITIES**I. Administrative Requirements:****A. Facility Use Applications**

1. An application to use any school facility must be submitted by the organization requesting such use for approval through Community Education prior to requesting the use of District space. Applications must be completed on-line no less than twenty-one (21) days prior to the desired date(s) of such use.
2. The application must be submitted and signed by an officer of the organization, authorized to make the application on behalf of the organization.
3. The Applicant is required to answer all information, provide documentation and Certificate of Insurance, and comply with all provisions of District policies and rules and federal, state, and local laws and regulations.
4. The organization shall submit an amended application for any status change.

B. Facility Use Requests

1. Once an application has been approved, facility use requests must be submitted no less than fourteen (14) days and no more than sixty (60) days prior to the requested date(s).
2. All requests are processed on a first come, first serve basis.
3. Approval for facility usage shall occur on-line.
4. Unique requests, such as long-term facility use, will be reviewed by Community Education.
5. Organization (applicant) may utilize space in the District no more than two (2) hours/week regardless of location, unless otherwise approved by Community Education. Spaces in high demand may be reserved for no more than two (2) hours/week. The maximum time/week may be reduced as determined by Community Education if demand requires.
6. No facility use by community members shall interfere with District programs. Any activity connected with the approved school programs will take precedence over any other request for use of facilities.
7. General hours of use:
 - a. All rentals will end no later than 9 pm, unless otherwise approved by Community Education.
 - b. Requests outside of normal hours may be considered.
8. No Facility Use:
 - a. District facilities will be unavailable for community use any time Professional Development is scheduled, including early-out Mondays, full professional development days and the two weeks prior to the start of a new school year.
 - b. All District facilities will be closed and not available for use on and around legal holidays observed by District staff. Observed holidays:
 - I. July 4, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day.
 - II. If a holiday falls on a Saturday, the District observance of that holiday will be on the preceding Friday. If a holiday falls on a Sunday, the following Monday will be the day of observance.

- c. The Varsity baseball, softball, football and track fields and surfaces are available on a limited basis only.
- d. Availability during the summer will be limited due to school programs, cleaning schedules and staffing.

C. Facility Use Agreement

1. By signing the Facility Use Agreement, the representative of the requesting organization agrees to follow and enforce all policies, procedures and conditions as outlined in the Facility Use Agreement.
2. Approved Requestor agrees to prohibit employees, agents or others who have been convicted of: (a) a felony; (b) an offense requiring registration as a sex offender; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property. The District requires all individuals providing services associated with facility usage to be processed through the Visitor Management System and will refuse any individual who is a registered sex offender to access District facilities.
3. Organization (applicant) agrees, warrants and represents compliance with the Americans with Disabilities Act (ADA) at least to the same extent the District would be required to comply with such act. Organization (applicant) will indemnify and hold harmless the District and its directors, officers, employees, and agents for, from and against any and all claims by third parties against the District for alleged violations of the ADA relating to Organization (applicant) operations, programs, and/or failure to make accommodations.
4. The signed Facility Use Agreement, certificate of insurance and full payment must be received by the District prior to the facility use. Certificate of Insurance must be updated with the district office annually.
5. District personnel will provide building access.
6. District personnel on duty have the right to terminate any activity at any time if, in his/her judgment, there are violations of Board policies or federal, state or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.

D. Facility Use Cancellations

1. Any community use of school facilities may be cancelled at the discretion of Community Education as early as possible, but no later than twenty-four (24) hours prior to the usage, except in case of emergency, with reasons for the cancellation. The District is not obligated to locate and/or provide substitute space.
2. If school is closed or cancelled due to weather, all community use activities are also cancelled. It is the sole responsibility of the Organization (applicant) to re-schedule when cancellation due to weather occur. If evening activities are cancelled, facility use activities are also cancelled.
3. When cancellation occurs by the District due to conflict with District activities or weather or unforeseen circumstances, the District assumes no liability other than the return of any previously paid fees for unused facilities.
4. Community Education reserves the right to cancel weekend activities if it is deemed conditions are unsafe.
5. Organization (applicant) will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received by Community Education, or weather interferes with a scheduled event, or as provided in this section.
6. Community Education reserves the right to terminate an extended contract for Facility Use at any given time with a ten (10) day written notice.
7. Organization (applicant) with an extended contract for Facility Use can terminate a contract at any given time with a 30 day written notice.

E. Facility Use Fees

1. Scheduled facility use is not final and is not treated as reserved until after the application and facility use requests have been approved, electronic Agreements are signed, certificate of insurance provided, successful background checks on the visitor management system have been conducted and full payment has been received.
2. All Organizations (applicants) must pay facility use fees that may include building fees and/or staffing fees as outlined in the Fee Schedule.
3. The Organization representative assumes financial responsibility, both individually and on behalf of the organization being represented, for any part of the school or contents therein that may be damaged, lost, or stolen during the hours the building/space was used.
4. If additional charges are necessary after the requested date(s) have passed, over and above the original fees, charges will be assessed and invoiced. Payment for additional charges must be paid immediately. Failure to pay all fees in full will result in loss of future facility use privileges.
5. No District employee is authorized to accept tips, gratuities, or wages directly from the Organization (applicant).
6. Facility Use Eligibility and Priority Schedule
 - a. Class 1 - School affiliated organizations:
 - i. School programs and organizations (sports, fine arts, FCA, FBLA, etc.)
 - ii. PTO
 - iii. Booster Clubs
 - iv. Employee organizations
 - b. Class 2 – Bondurant non-profit organizations
 - i. City governmental units, committees, or programs (examples):
 1. Dodgeball
 2. Open Gym
 - ii. Youth programs (examples):
 1. Bondurant Little League
 2. YSF football program
 3. Blue Jay Wrestling Club
 4. BlueJay Basketball Club
 5. Youth volleyball
 6. Youth soccer
 - iii. Bondurant non-profit service organizations (examples):
 1. Lion's Club
 2. Men's Club
 3. Mother's Club
 - iv. B-F Alumni organization
 - v. Youth sports groups not affiliated with school programs with at least 80% of participants being Bondurant residents
 - c. Class 3 - Other
 - i. For-profit organizations and businesses
 - ii. Private individuals, social groups
 - iii. Organizations/businesses outside of Bondurant
 - iv. Youth sports *clubs*
 - v. Large events or long term events such as church, tournaments

II. Facility Use Conditions

- A. The Organization (applicant) is responsible for following all facility use procedures, policies and conditions, as well as federal, state, and local laws and regulations.
 - B. The facility must be used only for the purpose that it was originally intended as set forth in the application and agreement.
 - C. The Organization (applicant) is required to stay within the designated area of the District and use only the designated District equipment as agreed upon in the signed agreement. The Organization (applicant) shall exercise care in the use of the facilities and/or equipment.
 - D. Facility Use is not final until Community Education has approved, the Facility Use agreement has been signed, certificate of liability insurance has been submitted, background check is successful and full payment received.
 - E. ***Exterior doors will not be propped open for any reason.*** Doors propped open disrupt efforts to maintain a secure environment. Organizations (applicants) found to prop doors open may have future facility access denied.
 - F. ***All activities*** must be supervised by an adequate number of responsible adults provided by the Organization (applicant).
 - G. **Applicant must have a First Aid Kit on hand for each Facility Use.**
 - H. District employee(s) must be present whenever a building is used. However, the District assumes no supervisory role or responsibility over the activity and the Organization is responsible for providing appropriated adult supervision during any use.
 - I. Concession facilities may be used with the permission of the Bondurant – Farrar Athletic Booster Club only.
 - J. All specialized equipment (projectors, PA systems, computers, lighting equipment, bleachers, etc.) will be operated by District employees only. Additional fees for this purpose will be applied to overall charges.
 - K. Tournaments scheduled in District facilities must finalize the schedule with Community Education at least one (1) week prior to Facility Use to allow adequate time for proper staffing.
- I. Conditions for the Use of Kitchens:**
- 1. District kitchen facilities may not be used for anything other than preparing and serving school meals without prior approval from the Food Service Director. Community Education will attain approval from the Food Service Director.
 - 2. The equipment and supplies in the District kitchens are the property of the Food Service department and must be properly operated and maintained so they are always available and functioning for school purposes.
 - 3. Once approval has been granted, arrangements must be made for a Food Service employee(s) AND a Custodial employee(s) to be present and on-site during the event.

- a. The Food Service employee(s) will be responsible for assisting with the use of equipment and supplies along with assisting with any food preparation that takes place in the District kitchen. Additional fees for these personnel will be applied to final costs.
- b. All food provided shall be the responsibility of the Organization (applicant).
- c. The Organization (applicant) is responsible for all facility and labor charges associated with the use of a District kitchen.
- d. The Organization (applicant) must meet with the Kitchen Manager to discuss the use of space equipment and kitchen utensils. Storing food products in a refrigerator and/or freezer must be approved by the Kitchen Manager and meet Health Department guidelines.
- e. The Organization (applicant) is responsible for leaving the kitchen clean and in order.
- f. The cost of replacing or repairing equipment or supplies damaged or removed from the District kitchen or lost due to unit being unplugged during an event will be charged back to the Organization (applicant).
- g. For safety reasons, children third grade or younger are not allowed in the kitchen.
- h. No home prepared foods other than baked goods such as cookies, brownies, cakes will be allowed.
- i. All foods must be cooked to required temperatures (ask the Kitchen Manager about specific foods you want to offer).
 - i. Hot foods must be held at 135 degrees or above
 - ii. Cold foods must be held at 41 degrees or below.
- j. All foods must be kept covered.
- k. Overhead and floor coverings must be provided.

J. Conditions for the Auditorium:

1. A fixed, conventional lighting rig and sound system with a limited selection of wired microphones are included in the cost of the facility use fee. Any other special technical needs (i.e. mirror balls, black lights, etc.) are to be provided by the Organization (applicant).
2. Equipment fees will be assessed as a one-time event charge.
3. The usage fees shall be the same for set-up, rehearsals, and performances.
4. A stage monitor shall be hired for each facility use at the expense of the Organization (applicant). Monitors must be employees of the District. If Community Education deems it necessary to have additional labor, additional staffing fees will be assessed and invoiced. The number of custodians necessary for the event and the hours worked will be determined by Community Education.
5. The Organization (applicant) understands that the monitor will be paid for one hour prior to each facility use to allow for set-up and a minimum of one hour following the termination of each facility use for cleanup.
6. Each audience member must be seated in a fixed chair prior to the start of the performance. Seating in the aisles is prohibited per fire code.
7. No food or drink of any kind, other than bottled water, is allowed in the performance spaces.
8. Performances lasting longer than ninety minutes will require an intermission.
9. Facility use starts when the first attendee, staff member, or performer from the Organization (applicant) enters the building and ends when the last person from the Organization (applicant) leaves.

K. Conditions for Athletic Fields

1. The Varsity baseball, softball, football and track fields and surfaces are available on a limited basis only.

2. All turf guidelines must be followed for the use of District turf fields. Please respect the turf facilities by refraining from the use of:
 - Gum
 - Beverages, other than water
 - Food, including sunflower seeds
 - Pets
 - Metal spikes
 - Golfing equipment
 - Tobacco products
 - Gatorade

L. Restrictions for Facility Use

1. Tobacco use is prohibited on all District facilities and property.
2. Alcohol and illegal drugs are prohibited on all District facilities and property.
3. No pets or other animals are allowed at events, with the exception of guide dogs for the visually impaired.
4. Food and/or sugar drinks are not allowed in the gymnasium or auditorium. Bottled water is allowed.
5. The use of golf balls and hard baseball/softballs are not allowed inside District facilities. Indoor baseballs may be used.
6. The use of signage, decorations or props of any kind must have prior approval from Community Education.
7. Open flames or pyrotechnics are strictly prohibited on District property.
8. School supplies will not be available for use.

III.

Indemnification and Insurance Requirements

USE OF SCHOOL FACILITIES INDEMNITY AND LIABILITY INSURANCE AGREEMENT

The Applicant states that it shall indemnify and hold harmless the Bondurant-Farrar Community School District and its directors, officers, employees, and agents, from any and all claims, liabilities, damages, losses, or expenses, including attorney fees, that may arise by reason of the Applicant's use of District facilities and/or equipment or arising from any activity thereon by the Applicant or its directors, officers, employees, agents or invitees. In case any action is brought therefore against the District or any of its directors, officers, employees or agents, the Applicant shall assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the District reserves the right to defend such action and to charge all costs, including attorneys' fees, to the Applicant.

The Applicant agrees to furnish and maintain during the usage of the facilities such bodily injury and property damage liability insurance as shall protect the Applicant and the District from claims for damages for personal injury, including accidental death, and from claims for property damages, which may arise from the Applicant's use of District facilities and/or equipment or arising from any activity thereon by the Applicant or its directors, officers, employees, agents, or invitees. Whether such operations be by the Applicant or by anyone claiming through or under Applicant or directly or indirectly employed by the Applicant and the amounts of such insurance shall be for a minimum of One Million Dollars (\$1,000,000) combined single limit of bodily injury and property damage liability insurance. Such insurance shall include the Bondurant – Farrar Community School District as an additional named insured in the policy carried by the Applicant and described above.

1. The Organization (applicant) shall furnish the District with a certificate of insurance covering the above mentioned One Million Dollars (\$1,000,000) combined single limit of bodily injury and property damage liability.
2. All insurance coverage must be produced by an insurance agent licensed by the State of Iowa Board of Insurance, is authorized to underwrite insurance in the State of Iowa by the State Board of Insurance or its designee, and is acceptable to the District.
3. The certificate must provide coverage for the whole term of the agreement for use of District facilities.
4. The District reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.
5. The Organization (applicant) shall be responsible for paying for all damages or destruction or loss of property realized during the contracted timeframe.

IV. Emergencies

1. Unauthorized parking in fire lanes, handicap spaces, by fire hydrants, or blocking driveways and handicap accessible routes is strictly prohibited.
2. All vehicles illegally parked on any District property will be fined and/or towed at the owner's expense. Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles.
3. Fines may be up to Five Hundred Dollars (\$500). Towing may be up to One Hundred Fifty (\$150) or such greater amount charged by the towing company.
4. District personnel, may direct actions required if an emergency occurs. Otherwise, emergency procedures will also be provided to Requesters electronically.
5. All groups and organizations using any of the District athletic fields, playgrounds, or other outdoor facilities are expected to use extreme caution if storms come up and/or lightning threatens, and in such event shall seek shelter immediately.
6. **IF YOU REMAIN OUTDOORS DURING STORMS AND/OR LIGHTNING YOU DO SO AT YOUR OWN RISK AND SUBJECT ALL MEMBERS OF YOUR ORGANIZATION IN YOUR CARE TO DANGER!**

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