

# COMMUNITY USE OF DISTRICT FACILITIES GUIDELINES

(February 2019)

Whitney Point CSD  
10 Keibel Road  
Whitney Point, NY 13862

**In addition to the guidelines listed below, all groups should be familiar with the current Board of Education policy #3250 available on the school district website.**

## TERMS & CONDITIONS FOR USE OF DISTRICT FACILITIES

### **A. Procedure for Requesting Facilities**

1. All requests for the use of facilities by ALL groups/organizations shall be made using the District's online facility request software program. Requests shall be submitted at least fourteen days prior to the date the specified facilities are desired.
2. No reservation will be made until the application and certificate of insurance (required for Category 2 groups) are returned and approved by the School Business Executive or designee.
3. Users will be billed after the event in accordance with the predetermined charges agreed to by both parties. All checks should be made payable to the Whitney Point Central School District.
4. Organizations and groups using school facilities must designate one adult member of its group to be in charge of and responsible for the program or activity at the time the application for use of the facilities is made. This person shall in turn be responsible to the Principal of the school in which the event is taking place.
5. The Whitney Point Central School District reserves the right to request an organization to arrange for security protection, activity personnel and/or traffic supervision. Such requests will be at the discretion of Administration and at the expense of the lessee. All personnel shall be those who have been approved by the Whitney Point Central School District Administration.

### **B. Restrictions in Use of Facilities**

1. District buildings are not available for events on Sundays or holidays. On rare occasion, an event may be held on a Sunday or holiday with pre-approval from the Superintendent or designee.
2. No group will be permitted use of school facilities if it interferes with school programs. The building principal may cancel any authorizations for school use, should conflict with school programs develop. Notification will be given in advance of a cancellation.
3. Vaping, smoking, use of tobacco products and/or illegal drugs and alcohol is prohibited on all school property (indoor and/or outdoor). If this provision is violated, the renting organization will be denied the privilege of any further rental for the remainder of school year.
4. The sale or use of alcoholic beverages is strictly forbidden. If this ruling is violated, the renting organization may be denied the privilege of any further rentals.
5. There will be no eating in the gym, auditorium, or in any room not reserved for that purpose.

6. Only gym shoes or sneakers shall be permitted on gym floors when they are used for sports (be cautious with cleats).

7. Only gym shoes or sneakers shall be permitted when walking on the all-weather track (be cautious with cleats).

8. Only appropriate foot attire is allowed on the school wrestling and cheerleading mats. Please be mindful of all signage regarding foot attire in these areas.

9. Only Whitney Point Central School District teams may use Tymeson and the Rotary Field for practice sessions, unless special permission is granted by the Superintendent or designee.

10. Organizations using the auditorium are not permitted, at any time, to change the electrical or electronic circuits in that facility. In addition, the stage lighting and sound is only permitted by someone properly trained in the use of this equipment.

11. Specialized District equipment, i.e., multimedia equipment, public address systems, athletic equipment, etc. may be provided based upon availability with approval. Approval of any equipment is contingent on the user's operating knowledge and care of the requested equipment.

12. When stage facilities or audio-visual equipment is used, the organization will provide stagehands or operators to operate the scenery. However, district personnel must be used to operate lights and the soundboard at a rate of \$30/hour per employee. If district operators are not available, the facility request will be denied.

13. Putting up decorations or scenery, moving pianos or other furniture is prohibited unless special permission is granted by the building principal or designee.

14. Scenery or other property will not be stored in any auditorium or school building without special permission from the building principal or designee.

15. The Board of Education assumes no responsibility for properties left on the premises by the applicant.

16. The Board of Education or its representatives must have free access to all school facilities at all times.

17. It is a violation of law to carry a weapon on school property. If provision is violated, the renting organization will be denied the privilege of any further rental for the remainder of the school year.

### **C. Responsibilities of the User**

1. A "certificate of insurance" with liability coverage of at least \$1,000,000 and naming the Whitney Point Central School District as an additional insured must accompany requests (except when requesting space for routine meetings).

2. The user of any school facility must assume full responsibility for personal injury to participants and spectators. Please consider this statement our Hold Harmless Clause. [By submitting a Facilities Request Form you are agreeing to the District's Hold Harmless Clause.](#)

3. Any group using the facilities of the Whitney Point Central School District is required to restore to original conditions any property destroyed or suffering from more than normal wear and tear. The Whitney Point Central School District shall be the sole judge of destruction of property or excessive wear and tear.

4. The user submitting the request for facility use is ultimately responsible for ensuring that all school building doors are not propped open, all doors are secured/locked, all lights are turned off, and the facility is restored to its original state at the conclusion of each and every event.

#### **D. Use of Custodial, Cafeteria, Audio-Visual Staff**

1. Whenever the service of any off-duty custodian is required, or if one is required to remain after the normal workday, the user will be billed at the rate of \$30/hour for overtime including additional time for opening and closing the building (one half-hour before the event (set up) and one-half hour after departure of all participants).

2. Use of school cafeterias with kitchens for functions requiring catering service will be under the general supervision of the building principal and food service manager. A member of the cafeteria staff must be on duty at all times and will be billed at the \$30/hour rate.

3. When using stage facilities or audio-visual equipment the user will be billed a rate of \$30/hour for audio-visual staff.

4. Payment for overtime will be made by the school district. The School District will then bill the organization for reimbursement. At no time is an organization to pay the employee directly.

#### **E. Hold Harmless Clause**

The User(s) undertakes and agrees to indemnify and hold harmless the school, school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, and all persons acting for or on behalf of them, against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of School premises by the User(s) (or the servants, agents or invitees of the User(s)), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the School premises or for such amounts as may not be payable under any such insurance policy.

#### **F. Certificate of Insurance**

The User(s) is to take out and maintain current (throughout the term of this agreement) a General Liability insurance policy with a reputable insurer, in which (a) the School is indemnified in an amount not less than \$1 million for any claims whatsoever (including injury to persons or damage to property) arising out of the use of the School premises by the User(s); (b) the School is named as an Additional Insured under the policy; and (c) the policy or a certificate of insurance must be produced to the School prior to use of the facilities. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide

protection or benefits to the School arising out of User's use of the School premises shall be excess.

### **G. Cancellation**

The School District encourages the use of facilities by a variety of groups. However, the district discourages groups from reserving facilities and then not using them. This practice restricts other potential users from gaining access. Cancellations will be accepted by calling the building principal and/or business office up to seven days prior to the event. Cancellations may also be accepted on an emergency basis with prior approval of the building principal and/or business office. Cancellations due to inclement weather will be considered an emergency.