

LA PORTE COMMUNITY SCHOOLS
TERMS AND CONDITIONS FOR FACILITY RENTALS

GENERAL INFORMATION

1. **Priority of School Activities.** The time or nature of rental usage should not interfere with scheduled school activities including building cleaning and renovation programs. Official school activities shall have priority over all requests. In the event a school activity needs to be re-scheduled at the same time as a previously approved non-school usage, the non-school usage must either re-scheduled or cancelled. Although an attempt will be made to not require cancellations, they may be required with or without notice.
2. **Purpose of Rental.** School facilities shall not be used for any purpose in conflict, competition or counter to that of LPCSC programs or state/federal laws.
3. **Denial of Rental.** Use of facilities may be denied to a group that has not shown proper responsibility in prior uses of LPCSC or community facilities. Failure to comply with the stated terms and conditions will be sufficient reason to deny further rental requests.
4. **H.S. Gymnasium.** The gymnasium is only available for public use under special arrangement.
5. **Advance Approval.** Requests for building rental must be submitted a minimum of 2 weeks in advance and will not be approved more than sixty days in advance of the desired date(s) except on a tentative basis. The Administration reserves the right to deny any request or revoke any approved request, without liability, should such action be deemed necessary or desirable.
6. **Prohibitions.** Alcohol, tobacco, controlled substances, indecent language or conduct shall be prohibited on school property. School rules are in effect for all individuals using facilities or fields.
7. **Building Access.** Building use shall be confined to the area(s) designated in the rental agreement and will be open thirty (30) minutes prior to the activity and for thirty (30) minutes after its scheduled end unless other arrangements are requested and approved on the application.
8. **Gambling.** Gambling of any type is prohibited.
9. **Signage.** Signs, displays or materials shall not be attached to the floors, walls, windows, woodwork, draperies, blinds, stage curtains, ground, drives, etc. without specific approval on the agreement. Decorations must be fireproof and shall be erected and removed in a manner not destructive to Corporation Property. Any attached items shall be removed by the renter at the end of each rental session.
10. **Distribution of Material.** No flyers, booklets, or other printed or audio-visual material may be distributed unless specifically related to the activity for which the school facilities are being used.
11. **Concessions.** Concession rights are reserved for the school corporation unless otherwise stipulated on the rental agreement. Concessions cannot use school kitchens where student lunches are prepared.
12. **Fire Codes.** The renter will follow all local and state fire codes. Open flames are prohibited and all exits must remain easily accessible. Members of the audience or spectators must never stand or sit so the block exits, stairways or aisle ways.
13. **Supervision.** Although corporation personnel are present, it is expected that the renter will have sufficient supervisory personnel at the activity to provide supervision and security. Responsibility for enforcement of the rules and regulations rests with the user group, and any infractions may be grounds for refusing to grant subsequent requests.

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- 14. Sublet/Use.** The Lessee may not charge a fee to others for the use of school property, sublet any rental space or in any way assign the space to any other person or organization. The Lessee may not utilize the space for any purpose other than that which is specified in the Agreement.
- 15. Intent.** The schools and facilities of La Porte Community Schools are accessible to other groups or organizations unless it limits the availability for educational programs. Certain areas require excessive preparation and maintenance and may be unavailable or limited. Facility charges, rental fees and personnel charges are intended to offset the additional costs incurred by the district for allowing the rental activity.
- 16. Profit or Non-Profit Activities.** LPCSC facilities are not available for profit making activities unless the primary objective is student education, community betterment/charitable purposes. Exception may be made for local businesses conducting community performing arts activities (recitals, plays, concerts, etc.) or trade shows. It is not acceptable for LPCSC to be used as a primary or alternate business sites for ongoing for-profit or non-profit activities.
- 17. Community Emergencies.** Facilities shall be made available without charge to agencies such as the Parks Department, Red Cross, Civil Defense and Salvation Army during emergencies or training activities.
- 18. Equal Access.** It is the policy of LPCSC not to deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical or other content of the speech at such meetings.
- 19. Classroom Usage.** LPCSC teachers who use their classroom/activity/facility area for private for-profit tutoring of students will be required to complete the Facility Use Application and pay the associated fee. Custodial, equipment charges, deposits and insurance certificates are not required.
- 20. Application.** All requests for facility or athletic field use must be submitted on an LPCSC Facility Use Application Form.
- 21. Personal or Private Rentals.** LPCSC facilities and buildings are not available for personal or private rentals (weddings, funerals, political or private fund raisers).
- 22. Snow Removal & Exterior Lighting.** Snow removal & Exterior Lighting is provided for official school activities. Rental activities that occur in close proximity to a time when school activities are already scheduled receive the benefit of these services already occurring at no additional cost. However, rental activities that occur at other times will be required to pay for the related expenses. When possible, charges will be estimated prior to the activity. However, whatever expenses are incurred are the responsibility of the renting organization.
- 23. Inclement Weather.** In the case of inclement weather, school activities may be cancelled. When school is cancelled, ALL facility rentals will also be cancelled. If the event has already begun prior to the time of the cancellation announcement, the event will need to stop as soon as reasonably possible.

EQUIPMENT

- Furniture or equipment (including pianos, tables, chairs, podiums, kitchenware, stage equipment, AV equipment, etc.) shall not be relocated without prior approval on the agreement. Requests for these items must be made in advance and movement must be supervised or arranged by school personnel. Costs may be charged based on the nature and type of equipment. Repair of equipment damaged during facility use is the financial responsibility of the renter.

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PERSONNEL – GENERAL

1. At least one school staff member (usually a custodian) approved by the administration must be on duty at all times during the rental of school building space. The renting group is responsible to pay all associated personnel costs as outlined on the agreement. If no set up, tear down or other personnel services are required, these charges may be waived.
2. The school representative on duty shall have immediate authority in any matter concerning facility usage. **If a properly qualified employee(s) cannot be scheduled for the activity, it will be necessary to cancel or reschedule the rental.**
3. There is a minimum 1 hour charge (1/2 hour before and 1/2 hour after the event) for personnel time added to facility rentals. Additional costs may be incurred for set up, tear down, cleaning, etc. Charges will be in 1/2 hour increments.
4. The renting group shall pay all charges to LPCSC. Employees cannot accept direct payment.

CUSTODIAL PERSONNEL

1. Activities shall be charged the hourly fee for the entire time, including any set up or tear down time. These fees also cover availability of the custodian during the activity.
2. Fees for additional custodial personnel may be charged if due to the size of the group or nature of the activity more personnel are required (see #4).
3. In situations where renters are paying a custodial fee, LPCSC personnel should remain in the proximity of the rental. Custodians will be available to handle minor needs, handle spills, etc. The custodian should always be accessible to the rental group in case of an emergency situation.
4. Larger groups will require additional school custodians. As a general rule, more than one custodian is required when attendance exceeds 500. The administration also reserves the right to require additional staff depending on the nature of the activity. Set up and tear down time will be determined and added to the actual time for the activity.
5. If custodial services will not be required, the Director of Facilities may designate an approved, qualified school employee to be responsible for the rental. (Qualified means having knowledge of building utility shut-offs, emergency procedures, etc.)

FOOD SERVICE PERSONNEL

Although the Cafeteria areas may be available for rent, due to Board of Health requirements and NSLP guidelines, kitchen areas are not available.

- Food service equipment, utensils, pots, pans, etc. are not available for use. A qualified school food service employee MUST be on duty anytime a school kitchen is open, regardless of how minimal the activity. The Food Service Department may be available to cater some events for groups renting school facilities and will have a separate application and contract process for these events.

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POOL PERSONNEL

- A pool supervisor and at least one lifeguard must be on duty at all times. There is a maximum of 20 swimmers per lifeguard. Additional lifeguards are added as the count rises. The pool supervisor has the responsibility to limit the number of swimmers in the pool or require additional lifeguards if necessary to ensure safety.

AUDITORIUM PERSONNEL

1. Activities in the auditorium making use of the sound, lighting or stage equipment shall be charged an hourly technician fee. If more sound and lighting assistants are required, additional hourly fees will be charged.
2. Only properly trained school employees or individuals designated by the administration will be allowed access to the sound/light booth at the auditorium.

GROUNDS PERSONNEL

- In situations where athletic fields are approved for use, any charges to prepare the field for use or place back in order after the activity will be billed to the organization renting the field. A determination of these charges will be made in advance and will be at the utility person overtime rate.

ADMINISTRATIVE & SUPERVISORY PERSONNEL

- The renter is expected to have sufficient supervisory personnel at an activity to provide supervision and security for participants. However, there are certain situations where the district will also require administrative supervision in addition to custodial or other staff. A determination for the necessity of these charges will be made in advance and will be at the administrative rate.

OUTSIDE FACILITY AREAS

1. “Specialized” athletic field areas (Schreiber Field, Kiwanis Field, Varsity Soccer Field, Varsity & JV Softball Fields) are only available for public use under special arrangement. The time needed to prepare and maintain these areas for school district use limits the availability for rental activities. Special permission may be given to community related activities.
2. For any group requesting to use athletic field areas, a Facility Use Application Form must be completed and submitted to the Facility Director. As part of the process, the Director will discuss with the Athletic Director or Building Principal as applicable. A determination will be made to ensure that the usage does not conflict with any scheduled LPCSC activity. Damage Deposits, Facility charges, Equipment charges and Personnel charges DO apply.
3. “Regular” outside playground areas that are unlocked are not specifically rented or scheduled for use and are on a first come, first served basis. Incidental use of tennis courts are also not scheduled.

BILLING AND PAYMENT

1. The renter will be billed based on the amount of time the facility is scheduled or used, whichever is greater, plus additional personnel and damage expenses.
2. For local district rentals, payment is due immediately upon receipt of the invoice. **Out of district rentals must be paid in advance by certified check or money order.**

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3. A completed rental application must be submitted with a check for a \$100 damage deposit a minimum of two weeks in advance of the rental. The deposit check will be returned upon receipt of final payment after deducting any facility or equipment damage that occurred during the rental. **Out-of-district rentals must submit a \$200 damage deposit via certified check or money order.**
4. **Out of district entities shall pay twice the facility, equipment and personnel charges listed on the rate schedule.**
5. Upon completion of the rental, the custodian will complete a USE SLIP and send it to the Director of Facilities for final billing.
6. Failure to pay invoices within 30 days of the final billing will result in the school system pursuing legal means of collection for the unpaid balance. The renter will be required by the court to pay the amount due plus interest, court costs, and attorney fees.

INSURANCE AND DAMAGES

1. The renter shall be responsible for damage to or loss of property on school premises, whether sustained by them, participants in the rental activity or any spectator. Non-marking shoes must be used when using any gymnasium floor. The district is also not responsible for any loss of valuables or personal property.
3. As a prerequisite for the permission to use any property, the renter agrees to indemnify and hold harmless the La Porte Community Schools' Board of Education; and any employee, agent or other representative on its behalf liable against any kind or type of damage, loss or expense rising out of any claim, demand, action or cause of action which in any manner pertains to, concerns or involves any use of such school property which may, at any time, be made, commenced, or brought against such school district, its Board of Education or any employee, agent or other representative thereof. It is further understood and agreed that La Porte Community Schools does not warrant the facility and equipment, and that lessee has examined the same and has found it to be in satisfactory condition. A statement to this effect must be provided to La Porte Community Schools by each renter.
4. Any company or organization utilizing school property shall be required to furnish a certificate of liability insurance of not less than the amounts described that names La Porte Community School Corporation as an additional insured.

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense Limit	\$ 5,000

Your insurance agent can provide an insurance certificate. Please submit with your application.

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HOLD HARMLESS AGREEMENT

As a prerequisite for the permission to use any property, the renter agrees to indemnify and hold harmless the La Porte Community Schools' Board of Education; and any employee, agent or other representative on its behalf liable against any kind or type of damage, loss or expense rising out of any claim, demand, action or cause of action which in any manner pertains to, concerns or involves any use of such school property which may, at any time, be made, commenced, or brought against such school district, its Board of Education or any employee, agent or other representative thereof. It is further understood and agreed that La Porte Community Schools does not warrant the facility and equipment, and that lessee has examined the same and has found it to be in satisfactory condition.

My signature indicates that I have read, understand, and agree to the information presented above.

Signature of Renter

Date_____

Printed or Typed Name