

# **FACILITY USE GUIDELINES AND PROCEDURES**

The following are procedures which must be followed each time any group utilizes buildings or grounds owned by Fowlerville Community Schools, hereafter referred to as, the District.

**A Facility Use Agreements for District sponsored and endorsed events must be approved prior to event being held. Groups renting district facilities must carry a copy of Facility Use Agreement. Facility Use Agreement must be available when requested by any school employee. Failure to produce a Facility Use Agreement may result in denial of use and a request to immediately leave District buildings or property.**

If renting: Upon entering any building or grounds you must locate a Custodian and provide the Facility Use Permit. The Custodian will open/unlock the listed rooms/areas that have been reserved on your Facility Use Permit. Lights will be turned on along with any other approved set up the Lessee may have requested if approved. The Custodian will also supply or instruct the Lessee as to the location of necessary materials to clean up the room/premises when Lessee/group is finished with use of building/property. For any District sponsored or endorsed event. Group is required to turn off all lighting and equipment that has been used. Group must secure and lock any areas that have been opened.

**It is requested by the District that all groups complete the following when using the facilities:**

- If chairs, tables, and desks are used they should be cleaned and placed back in their original order.
- All floors must be swept or vacuumed of all trash and garbage.
- If a spill occurs, please blot spill immediately with towel or paper towel to prevent a stain from setting in. Floors must be wet mopped if necessary.
- Food (including snacks, gum, etc.) or Beverages are only allowed when approved, in approved areas. All participants of a group must be informed where food and drink are allowed, using a sign/posting if necessary. There is absolutely NO EATING/DRINKING inside the Gyms.
- No animals of any kind are allowed in any District facility. (Exceptions will be granted for special circumstances, ie seeing eye dogs)
- Lessee/Group will have access to room/building listed on Facility Use Agreement. Use of restroom facilities nearest to the room being leased is considered part of Facility Use. Please discourage children and adults from accessing other restrooms in the facilities/grounds.
- Lessee/Group needs to monitor and supervise their group within the facility being used. Children must be supervised at all times and not allowed to roam throughout the District rooms, facility, or grounds.
- Use of any district telephone and/or technology is not allowed in any building or facility.
- If any child/adult is found removing any property from any part of the District facility, rooms, lockers, or hallways the Lessee/Entire group will be asked to leave immediately.
- Excessive trash and garbage will need to be picked up and removed from the premises by Lessee/Group and put in the proper dumpsters.
- Upon leaving the facility you must contact the on-duty custodian so the room/building can be locked and secured.

In addition:

- Room/Building/Grounds will be checked to see if cleaned and restored to their original condition.
- Necessary equipment and cleaning supplies will be provided to Lessee/Group for cleaning and pickup. Group must return all equipment and un-used supplies.

## **DISTRICT GUIDELINES & REGULATIONS**

**Use of District Facilities:** Fowlerville Community Schools encourages the utilization of District facilities by properly organized and responsible Lessee's/Groups. Such use, however, shall not interfere with the daily school student routine or any school-sponsored student activity. The use of school facilities for school purposes has precedence over all other uses.

- District facilities/grounds and equipment shall not be used or made available for political campaigns or private social events.
- District facilities/grounds and equipment by community churches or religious groups may be allowed on the same basis as is afforded community groups elsewhere in this policy. However, the use of any district facility during the normal school day will not be allowed for religious purposes.
- Recognized bargaining units may use District facilities and equipment as outlined in the current negotiated master contract.

**Compliance with District Policies & Administrative Guidelines:** All groups will abide by all District policies, rules, and administrative guidelines regarding the use of District property or facilities and the conduct of persons in or on District property or facilities which are in effect on the date and time the District's facility or property is used or rented.

**Indemnification:** The Lessee/Group agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from any and all claims of any nature whatsoever for damages including, but not limited to, property damage, personal injuries, and/or death, resulting there-from which may arise from the Groups use of the premises. Nothing contained herein, however shall be construed as rendering the Lessee/Group liable for acts of the District's officers, agents, or employees.

**Interference with District Operations:** The use of the property or facility will not, in any way, interfere with District operations, programs, or activities.

**Construction/ Maintenance:** Short-term Facilities Use will not be granted or can be terminated mid-lease if Facility Use should interfere with scheduled or unscheduled repairs, maintenance, or construction.

**Alteration of District Facilities:** No stakes, moorings, improvements or structures may be constructed or placed in or upon District property or facilities unless prior written approval from the District is received.

**Return of Facilities or Property:** Unless custodial services (**other than mandated custodial services**) are requested, Lessee/Group shall return the property in as good condition as received prior to use. Lessee/Group agrees to pay all reasonable, necessary custodial charges incurred by the District as a result of Lessee's/Groups use of property or facilities, either from Lessee's security deposit, or by separate invoice to group.

**Provisions and Costs:** The following provisions and costs will be the responsibility of any Lessee or group using District Facilities. 1) Adequate adult supervision for all of Lessee's/Group invitee's or children. 2) Adequate crowd and traffic control. 3) Protection of private and public property. Lessee/Groups (if required) shall furnish a bond covering liability and property damage, if required. 4) Other direct and indirect costs, such as utilities, cleaning, set-up, snow removal, and special equipment, and use fees. 5) Facility Use Agreement gives Lessee/Group use of facility/room as listed on the Agreement only. If Lessee/Group utilizes other District buildings/rooms/grounds not agreed upon, Lessee/Group will be responsible for all fees related to use of such facilities.

**Payment:** Payment is due to the District 30 days after the building usage is invoiced. A late payment fee of 1% of the past due balance (minimum late fee of \$5.00, maximum \$200) will be charged each month that charges remain past due after 30 days.

**Fire Safety:** The use of District property/buildings and/or grounds will not violate fire safety laws or contribute to or result in a fire hazard. Flammable materials shall not be brought into any District building or on District owned property without authorization.

**Tobacco Use:** Tobacco use in District Facilities or on District property is strictly prohibited in accordance with Section 473 of the Michigan Penal Code MCL 750.473

**Alcoholic Beverages:** Alcoholic beverages will not be consumed or brought into any District facilities and/or allowed on any District property.

**Weapons:** Possession of weapons in any District building or on District property is strictly prohibited.

**Insurance:** Lessee and Groups (if required) must provide proof of insurance, as required by the District Administrative Guidelines.

**Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

**Federal Compliance:** The District will comply with the provisions of the Equal Access Act, and will not discriminate against or deny access to groups protected by the Act. (Cf. 8720)

**Taxes and Assessments:** Lessee/Groups shall pay to the proper authorities if and when due all taxes, assessments, and similar charges which, at any time during the term of this Agreement and resulting from Lessee's/Groups use of the premises, may be taxed, assessed, or imposed upon the premises.

**Sales and Concessions:** Except as permitted by the District's policies and administrative guidelines, no concessions or other items may be sold in or on District property or facilities unless prior written approval is granted.

**Promotional Disclaimer:** All Lessees renting District facilities or property for purposes other than District-sponsored or approved student - K-12 functions shall conspicuously place the following language upon all flyers, posters, and other notices of events:

**Fowlerville Community Schools permits use of such property and facilities by various Individuals and organizations as a public service. Use of District facilities should not be construed as the District's endorsement of the event, the content of the event, or the viewpoints expressed during the course of the event.**

**Literature/Exhibits:** Individuals, organizations and groups not under the direct control of the Board may only distribute literature and set up exhibits with the approval of the Superintendent or designee.

**Refund of Security Deposit:** All unused security deposits shall be refunded within 30 business days of the termination of Lessee's use of the facilities or property. The District shall provide Lessee with an itemized list of costs and damages for all portions of the security deposit retained.

**Severability:** If any provision of this Agreement is determined invalid, the remainder of this Agreement shall remain in effect.

**Entire Agreement:** This Agreement represents the entire Agreement between the Lessee and the District and supersedes all prior negotiations, representations, or agreements, either written or oral. Modification of this Agreement shall only be made by a written agreement signed by all parties representing both the Lessee and the District.

**Right to Deny:** The District reserves the right to deny the use of District facilities and grounds to any outside group whose activities, in the sole opinion of the District, are not consistent with the educational mission, goals, and philosophy of the District.

**Termination of Agreement:** The District reserves the right to terminate lease agreements, including short-term rental agreements and to deny future access to District facilities for violation of its policies, administrative guidelines, or this Agreement.

I, as an authorized representative of the organization mentioned below, have read and fully agree to all of the terms and conditions of the presiding Facility Use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Group/Organization Name

\_\_\_\_\_  
Date