

COMMUNITY USE OF SCHOOL DISTRICT BUILDINGS & SITES & EQUIPMENT

The buildings and sites and equipment of the school district will be made available for a fee to local nonprofit entities which promote cultural, educational, civic, community, or recreational activities. Such use will be permitted only when the use does not interfere with or disrupt the education program or school-related activity, the use is consistent with state law, and will end no later than midnight. It is within the discretion of the board to allow for-profit entities to use school district buildings and sites. The board reserves the right to deny use of the buildings and sites and the equipment to any group. It shall be within the discretion of the superintendent to allow use of school district buildings and sites on Sundays.

Organizations, individuals, and other entities who wish to use the school district property must apply at the superintendent's office. It shall be the responsibility of the board secretary or superintendent to determine whether the school district facility requested is available and whether the application for use meets board policy and administrative regulations. It shall be the responsibility of the superintendent to provide application forms, obtain proof of insurance, and draw up the contract for use of school district property.

Activities in the school district buildings and sites shall be supervised by an employee of the school district unless special prior arrangements are made with the superintendent. The employee shall not accept a fee from the user. If appropriate, the school district employee may be paid by the school district.

The board may allow groups, such as local athletic teams, Boy Scouts, Girl Scouts and 4-H, to use the buildings and sites without charge. Such groups must be nonprofit in nature and serving students of the North Mahaska School District. While such groups may use the buildings and sites without charge, they may be required to pay a custodial fee, and they may be required to include all children in the district who are of the age or grade level involved.

It shall be the responsibility of the superintendent to develop a fee schedule for the board's approval and to develop administrative regulations regarding this policy.

Approved 7-19-2004

Reviewed \_\_\_\_\_

Revised 4-19-2010

Legal Reference: Iowa Code §§ 276; 278.1(4); 279.8; 288; 297.9-.11 (1995).  
1982 Op. Att'y Gen. 561.  
1940 Op. Att'y Gen. 232.  
1936 Op. Att'y Gen. 196.

USE OF FACILITIES – RENTAL AGREEMENT

IT is agreed by and between the North Mahaska School District and the organization and/or person noted below that the school district hereby rents to renter the following described premises for the times and fees recorded:

Facility:	Auditorium	Elem. Gymnasium	H.S. Gymnasium
	Elem. Kitchen	Elem. Cafeteria	Elem. Classroom
	H.S. Kitchen	H. S. Cafeteria	H.S. Classroom

Purpose: \_\_\_\_\_

Date: \_\_\_\_\_ Hours: \_\_\_\_\_

Total Fee: \_\_\_\_\_

Rent for use of the facility shall be paid to Board Secretary within 5 business days after the date of rental. Payment for custodian and/or cook, if applicable, shall be paid to the school. Hours for facility rental and employee pay shall be from time facility is unlocked until facility is locked and building closed.

Please refer to the back of this agreement to determine the proper use of school facilities. The applicant is responsible for enforcing these regulations.

The applicant must provide an Indemnity and Liability Insurance Agreement, Code No. 1004.1E2, prior to the use of facilities.

Name of organization making application: \_\_\_\_\_

Name of person making application: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant) (Date)  
(Must be at least 21 years of age)

\_\_\_\_\_  
(Signature of Superintendent) (Date)

USE OF SCHOOL FACILITIES - INDEMNITY AND LIABILITY INSURANCE AGREEMENT

The undersigned, hereafter referred to as the "user" and/or "organization," states that it shall indemnify and hold the North Mahaska School District, hereafter referred to as "district," harmless from any and all damages and claims, including reasonable attorney fees and expenses, that may arise by reason of any negligence on the part of the user/organization or the district, and its officers, employees or agents, or in the use by the user/organization of any facilities or equipment owned by the district. In case any action is brought therefore against the district or any of its officers, employees or agents, the user/organization 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 user/organization.

The user/organization agrees to furnish and maintain during the usage of the facilities owned by the district such bodily injury and property damage liability insurance as shall protect the organization and the district from claims which may arise from the user's/organization's use of the district's facilities, whether such operations be by the user/organization or by anyone directly or indirectly employed by the user/organization. Such insurance shall include the North Mahaska Community School District as an additional named insured in the policy carried by the organization and described above.

The user/organization shall furnish the district with a certificate of insurance acceptable to the district's insurance carrier before the contract is issued.

Dated at \_\_\_\_\_, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
(Organization) North Mahaska Community School District

By \_\_\_\_\_ By \_\_\_\_\_  
(person must be at least 21 years of age) (Superintendent)

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

It is understood that the first priority for the use of school facilities will go to school sponsored groups and activities. Second priority will go to those who wish to rent the facilities. Groups or individuals may be restricted to one night per week of facility use if they are not a school-sponsored group. The school district reserves the right to refuse usage of any or all facilities by any individual or group at any time. There will be a charge if a custodian or cook must be assigned to work for the activity, if there is no custodian already scheduled to be on duty during the time the facility is to be used.

1. By Iowa law, there shall be no alcoholic beverages brought to or consumed in the buildings or on the grounds.
2. By Iowa law, there shall be no use of tobacco products in school facilities.
3. A custodian or employee must be present while the facility is being used unless prior arrangements have been made with the superintendent.
4. After a facility has been used by an outside group, pick up and cleaning will be done by the outside group assisted by an employee when appropriate. Fees for such work will be charged to the group as part of the rental fee charged for the use of the building.
5. The user/organization agrees to:
  - A. pay for any damages to school facilities or equipment caused during use that is beyond regular wear.
  - B. to use only the facilities and equipment authorized.
  - C. to be present and responsible at all times during the facility use.
  - D. ensure that all participants change into appropriate shoes when using the facilities.
  - E. put equipment back in its appropriate place before leaving.
  - F. indemnify and hold harmless the North Mahaska Community School District, its employees, agents, and assigns from all liability for such claims resulting from usage of the school facilities or equipment

When supervising, the user/organization agrees to be responsible for:

- A. the safety and behavior of all those present and participating in the activity. (Those who do not want to participate and who are not being supervised by another adult should be asked to leave the building.)
- B. keeping all participants in the facility. (No one should be in the halls or other places in the school building without direct adult supervision.)
- C. having a supervised break for use of restrooms and drinking fountain.
- D. seeing that everyone that you are responsible for has left the building before you leave.
- E. the safe and appropriate use of all facilities and equipment.
- F. Vacating the facility by the agreed upon time.

FEEES FOR USE OF SCHOOL DISTRICT FACILITIES

Code No. 905.1R2

**Rates for Rental of Facilities (See group definitions below.)**

<b>Facilities to be used</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Elem. or HS gym or wrestling	NC	\$5 per hour or any fraction there of plus custodial fees if applicable	\$12 per hour or any fraction there of plus custodial fees if applicable
Classroom or Cafeteria	NC	\$5 per hour or any fraction there of plus custodial fees if applicable	\$12 per hour or any fraction there of plus custodial fees if applicable
Kitchen (With or without cafeteria)	NC	\$10 per hour or any fraction there of plus custodial & cook fees if applicable	\$20 per hour or any fraction there of plus custodial & cook fees if applicable
Auditorium	NC	\$10 per hour or any fraction there of plus custodial fees if applicable	\$20 per hour or any fraction there of plus custodial fees if applicable

Custodial and Cook charges will be at their hourly rate. It will be time and a half for Saturdays and double time for Sundays, if they are willing to work.

All fees will be paid directly to the school district, and the school district will then pay the custodian(s) and/or cook(s). No direct pay is to be made to any school employee.

**Group Definitions**

Group 1: Any non-profit group or organization that originates within the district, serves only students or residents of the North Mahaska School District, and includes all children of the same sex and age (or grade level) involved. Equal opportunity for participation must be given for all who choose to attend the activity. Applicant must be a resident of the North Mahaska Community School District.

Group 2: Any other non-profit group or organization that originates within the district.

Group 3: Any group or organization that uses the facilities for a self-fund raising venture, a for-profit group or organization, or a non-profit group or organization not originating within the school district.

Buildings will not be available unless a contract and a “hold harmless” agreement are signed by the renter and approved by the school district well in advance of scheduled usage.