

CHAPTER 9.0 - SCHOOL-COMMUNITY RELATIONS

USE OF FACILITIES

9.30

Facilities, owned and operated by McIntosh Area School, Inc., as a public school, may be used for purposes which do not impair or interfere with the orderly processes and functions of the school system or pose a threat to the safety of students and personnel of to the property, or which are otherwise contrary to law.

I. Definitions

- A. For the purposes of this procedure, the term *school* shall mean the McIntosh Area School or any school facility operated by McIntosh Area School, Inc.
- B. The term *community* shall mean a function having a purpose or purposes not for pecuniary profit, such purposes including but not limited to, charitable, benevolent, educational, historical, civil, patriotic, political, religious, social, fraternal, literary, cultural, athletic, scientific, agricultural, and professional, commercial, industrial or trade association purposes.
- C. The term *commercial* shall mean a function which has as its purpose a pecuniary profit.

II. General Guidelines

- A. The School Board shall establish a fee structure which may be amended from time to time and which shall distinguish between school-related, community and commercial use. Requests shall be acted upon in the order in which the completed request is received. In the event that there is a conflict between requests, priorities shall be given first to school functions, second to community functions, and third to commercial functions.
- B. Furthermore, in order to give a wide variety of groups the opportunity to use school facilities and in order to prevent non-school groups from monopolizing facilities, requests will be accepted from nonschool groups no more than four (4) months prior to an event. Requests for the repeated use of the same facility more than four (4) times in any one (1) month period by a nonschool group will not be permitted nor will any activities be scheduled for more than three consecutive days unless otherwise approved by the Board Chairperson or his/her designee.
- C. Notwithstanding the foregoing, a user can request that the Board Chairperson or his/her designee, waive or modify fees, and grant special exceptions to these limitations for specific events or users when school purposes are advanced. In such cases, a statement of justification will be filed with the approved application. In order to be eligible for a temporary exception, the applicant must demonstrate that

its use of the school facility does not interfere with its use by any other group. Such exception shall be reviewed every six (6) months.

III. Insurance

A user of the facility will, no less than ten (10) business days prior to the proposed date of use, provide a Certificate of Insurance evidencing special events coverage for the proposed use of the premises, including general liability and products liability coverage in a minimal limit of one million dollars (\$1,000,000). Such Certificate shall name McIntosh Area School, Inc., as an additional insured.

IV. Written Lease

The user of each facility shall enter into a written license agreement which establishes the terms of the use and the fee. The license agreement must properly identify the name and address of the legal entity who is responsible for the license agreement. The legal entity may be an individual, a corporation, or a partnership. If the entity is anything other than an individual person, the user must show proof of its legal identification and provide a federal tax identification number.

V. Payment of Fees

Payment of fees being charged according to the fee schedule shall be paid in advance for the use of facilities. The School Board may also require an additional security or damage deposit appropriate to the type of event being held and the facility being used. A minimum damage deposit equal to 25% of the rental fee shall be paid by Tenant at the time of application.

VI. Prohibited Use of School Facilities

School property, facilities, and equipment shall not be used for the following purposes:

- A. Programs involving any form of gambling or other illegal activity.
- B. Private teaching for personal gain, unless specifically approved in advance by the School Board.
- C. Programs in violation of Florida Statutes or School Board rules.
- D. Events where alcoholic beverages are served.

VII. Indemnification

A written license agreement will require each user to fully indemnify McIntosh Area School, Inc., and its employees from any claim which may arise as a result of the use of the school facility.

VIII. Special Provisions

- A. Restrooms shall be made available for all users.
- B. Any school or community event sponsor or vendor who uses school facilities for an event involving the sale or preparation of food or beverages shall notify the local public health unit and obtain the necessary licenses and approval.

IX. Appeals to the School Board

A person who feels his/her organization is improperly denied use of school facilities or an improper charge or fee is being assessed may file a written appeal with the School Board for resolution.

X. Security

For all events involving more than three hundred (300) visitors to a campus or for a non-school function or for any event which the person having supervision over the leased facility believes necessitates security, the lessee shall be required to obtain security from a licensed law enforcement officer at their expense. The School Board reserves the right to reject any application for use based on concerns involving security.

XI. Operating Procedures

The user is required to follow all fire and safety regulations, school parking regulations, and to use only that equipment and facilities specified in the license agreement.

STATUTORY AUTHORITY (if applicable): _____

HISTORY:

ADOPTED: 1/6/2009