

## COMMUNITY USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT

The use of District facilities as centers for community participation should be encouraged whenever those activities are beneficial to the community-at-large.

Activities should be scheduled so they do not conflict with the District's academic or co-curricular programs, with due consideration given to the conservation of energy and District's expense.

The Board of Education reserves the right to deny the use of District facilities at any time.

### **Community Use of Facilities--General Guidelines**

1. Persons who attend activities must confine themselves to the area of the facility requested. Use of hallways, foyers, and other common areas of buildings, where safe egress is blocked are strictly prohibited.
2. Charges shall begin with the time designated for opening of the building and terminate with the closing.
3. Failure on the part of the renter to notify the Activity Director or Facility Manager by 2:00 p.m., of the cancellation of meeting or event scheduled for any time after 5:00 p.m., of that date shall render the renter liable for payment of the minimum rental fee. Group I users shall be liable for payment of any custodial overtime that may result.
4. Three cancellation or "no shows" in a multi-day contract may result in termination of the contract.
5. The use of buildings and/or facilities by outside organizations shall be automatically canceled when schools must close due to inclement weather or other emergency conditions.
6. Renters must assume full responsibility for crowd control. Satisfactory sponsorship and adequate adult supervision must be provided. This shall include police and/or fire protection where necessary, or when requested by the District.
7. Disrespectful behavior by renter or renter's participants will not be tolerated and may result in contract termination.
8. The District will provide for normal custodial services in connection with the use of the building and/or grounds.
9. The renter shall indemnify the District for any damages to the school property. Damages must be immediately reported to a District staff member.
10. Organizations shall provide the District a "Certificate of Insurance" naming the District as additional insured or purchase liability insurance in accordance with the current requirements of the District.
11. Approval will not be granted for any activity, which may be prejudicial to the best interests of the schools.
12. Gambling (e.g., bingo, raffles, lotteries) may be permitted in schools or on school grounds only in strict accordance with Iowa Gaming Commission.
13. The possession or use of intoxicating beverages or controlled substances shall not be permitted on school premises. The use of tobacco of any kind is strictly prohibited.
14. Gym shoes shall be required for all activity-type games such as basketball, volleyball and badminton, played on any gymnasium floor. Street shoes are prohibited.

15. Users shall be required to remove, or reimburse the District for the removal of any materials, equipment, furnishings or rubbish left after use of facilities.
16. The appropriate building administrator must approve all decorations or the application of materials to walls or floors. Such decorations shall be subject to state and local fire regulations.
17. The use of candles or other flammable material shall be prohibited.
18. Specially equipped rooms, such as life skills, computer labs, science labs, industrial technology, libraries, storage rooms, and administrative offices, etc., shall not be made available for use, except by specific permission from the appropriate building administrator.
19. The appropriate building administrator must approve the use of school-owned equipment when requested by the renter.
20. Public address systems (except at the stadium), lighting and special stage equipment must be approved by the activities coordinator and operated by experienced operators provided by the District. Charges will be assessed to the renter for these services.
21. Any unusual or unique electrical appliances or equipment furnished by the user must have the approval of the appropriate building administrator.
22. Furniture arrangement must be approved by the appropriate building administrator.
23. Kitchen equipment must be operated by an authorized Food and Nutrition Department employee. The user will be billed for the labor cost, which shall be paid to the District rather than the employee.
24. All regulations of the District governing the use of school facilities shall be observed and are considered a part of the formal contract.

**The following categories have been established for the purpose of determining rental fees:**

**Category I**

School sponsored Groups - Any organized group or organization directly connected with Independence Community Schools (student councils, school bands, choirs, drama presentations, student lectures, workshops, student art displays, etc.). Must have a designated faculty member to supervise.

**Category II**

School Community Groups (Booster Club, Music Boosters, PTO/Parent groups, Mustang Foundation, Mentors, and other groups) whose primary purpose is school related. Fees may be charged on the basis of services rendered.

**Category III**

Community Non-Profit Groups - Community non-profit groups are defined as governmental agencies or groups (Scouts, P.A.C., 4-H, church groups, Lions Club, Rotary, parochial schools), primarily comprised of District residents providing civic, educational, or cultural activities. Rent and service fees will be charged.

**Category IV**

Any private, non-district and/or profit-making group whose interests are limited primarily to the membership or for profit; e.g., for-profit businesses, vendors, entrepreneurs, commercial institutions, private agencies. Rent and service fees will be charged.

**FEE SCHEDULE**

**East Elementary Facility Rental Fees**

	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>
			<b>½ Day /Full Day</b>	<b>½ Day/ Full Day</b>
Gymnasium	No Charge	Custodial	\$60/\$120	\$125/\$250
Cafeteria (w/ kitchen)	No Charge	\$10/hour	\$50/\$100	\$60/\$120
Cafeteria (w/o kitchen)	No Charge	Custodial	\$40/\$80	\$45/\$90
Media Center	No Charge	Custodial	\$40/\$80	\$45/\$90
Classroom	No Charge	Custodial	\$40/\$80	\$45/\$90

**West Elementary Facility Rental Fees**

	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>
			<b>½ Day /Full Day</b>	<b>½ Day/ Full Day</b>
Gymnasium	No Charge	Custodial	\$60/\$120	\$125/\$250
Cafeteria (w/ kitchen)	No Charge	\$10/hour	\$50/\$100	\$60/\$120
Cafeteria (w/o kitchen)	No Charge	Custodial	\$40/\$80	\$45/\$90
Media Center	No Charge	Custodial	\$40/\$80	\$45/\$90
Classroom	No Charge	Custodial	\$40/\$80	\$45/\$90

**Junior Senior High School Facility Rental Fees**

	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>
Whole Gymnasium	No Charge	Custodial	\$100/\$200	\$125/\$250
Cafeteria (w/ kitchen)	No Charge	Custodial	\$50/\$100	\$60/\$120
Cafeteria (w/o kitchen)	No Charge	Custodial	\$40/\$80	\$45/\$90
Media Center	No Charge	Custodial	\$40/\$80	\$45/\$90
Classroom	No Charge	Custodial	\$40/\$80	\$45/\$90
Auditorium (See Addendum)				
Practice Fields	No Charge	Custodial	\$50/\$100	\$65/\$125
Competition Fields	No Charge	Custodial	\$100/\$200	\$125/\$250
Track (without lights)	No Charge	Custodial	\$100/\$200	\$125/\$250
Track (with lights)	No Charge	Custodial	\$100/\$200	\$125/\$250
Custodial Fee	\$25/hour	\$25/hour	\$25/hour	\$25/hour

Rental of the auditorium is a separate pricing structure. See ADDENDUM A

## ADDENDUM A

### **Auditorium Rental**

The Independence Community Schools Auditorium is a facility of the Independence Community School System and is made available to the community for cultural and educational events on a limited basis.

The District reserves the right to be a partner in all programming at the auditorium. Organizations seeking to utilize the facilities independently will be reviewed on a case-by-case basis for approval. Fees will be determined according to programming needs and the categorical rental structure. For programming partnerships, there will be a separate contract stipulating all financial and other conditions of the partnership arrangement.

The process for securing the Auditorium for an event is as follows:

- a. Written application for auditorium must be submitted to the Facility Coordinator.
- b. Upon application to use the auditorium it will be determined by the Facility Coordinator what category each applicant fits into for rental fees
- c. Following determination of dates and category, the Facility Coordinator will review the fee structure with the applicant.

Upon signature of the rental contract, the Facility Coordinator will confirm the date(s) and needs through the Director of Buildings and Grounds.

The following priorities will govern the scheduling process for the auditorium:

1. Events scheduled by the Independence High School performing arts department
2. Events scheduled by the Independence Community School system.
3. Events sponsored by local non-profit organizations
4. Events sponsored by non-profit groups comprised primarily of Independence Youth.
5. Events sponsored by commercial users and for-profit organizations.

NOTE: The High School principal will be kept apprised of all scheduled events and will coordinate with the Facility Coordinator for scheduling instructional use during the academic days.

**The following categories have been established for the purpose of determining rental fees:**

#### **Category I**

School sponsored Groups - Any organized group or organization directly connected with Independence Community Schools (student councils, school bands, choirs, drama presentations, student lectures, workshops, student art displays, etc.). Must have a designated faculty member to supervise.

#### **Category II**

School Community Groups (Booster Club, Music Boosters, PTO/Parent groups, Mustang Foundation, Mentors, and other groups) whose primary purpose is school related. Fees may be charged on the basis of services rendered.

#### **Category III**

Community Non-Profit Groups - Community non-profit groups are defined as governmental agencies or groups (Scouts, P.A.C., 4-H, church groups, Lions Club, Rotary, parochial schools), primarily comprised of District residents providing civic, educational, or cultural activities. Rent and service fees will be charged.

#### **Category IV**

Any private, non-district and/or profit-making group whose interests are limited primarily to the membership or for profit; e.g., for-profit businesses, vendors, entrepreneurs, commercial institutions, private agencies. Rent and service fees will be charged.

## **SPECIFIC AUDITORIUM GUIDELINES OF USAGE**

### **STAGE EQUIPMENT**

All auditorium, sound, lighting, and projection equipment is available to the Lessee as specified in the rental fee structure. Additional equipment required must be cleared in writing with the Facility Coordinator in advance and this expense and its acquisition will be the responsibility of the Lessee.

### **STAGE REQUIREMENTS**

All stage requirements shall be presented in writing and discussed with the Facility Coordinator at least two weeks in advance. Earlier notice may be needed depending on the complexity of staging requirements.

### **STAGE LABOR**

The amount of stage labor will be determined by the artist's contract's technical rider where applicable. In all other cases, the number of stage hands needed will be the decision of the Facility Coordinator. Stage labor will be supplied by the District unless included in the artist's contract for services. All stage labor will be the expense of the Lessee. No outside persons may operate stage equipment, sound or lighting instruments. Organizations wishing to employ their own staff to use the auditorium equipment must first receive the written permission of the Management. No equipment may be used without supervision by a member of the school staff.

### **SCHOOL DISTRICT PERSONNEL**

All questions and concerns regarding any aspect of facility use, whether technical, schedule, house, custodial or other should be addressed with the Facility Coordinator or his/her designee. The Facility Coordinator will take responsibility for seeing that concerns are addressed to the appropriate personnel.

### **ADVANCE DEPOSITS - Categories III & IV**

A deposit in the amount of **\$100** shall accompany the signed rental contract. A second payment of the remaining estimated cost will be due four weeks prior to the program date. Final payment will include any additional usage and staffing costs which is due within thirty (30) days. Any Lessee who does not pay the final balance will not be allowed to schedule or use any school facilities in the future. Should the program be canceled by the Lessee the auditorium will retain the actual amount to cover any costs incurred by the canceled program.

Should the actual Auditorium rental be less than the deposit amount, the difference will be refunded to the Lessee.

### **CANCELLATION DUE TO EMERGENCY**

Should the Auditorium be destroyed or damaged to such an extent that the damage will substantially interfere with the use of the facilities, or should a strike, public emergency, or other unforeseen occurrence beyond the control of the Management prevent the use of the facility, then the Management and/or Lessee shall have the right to terminate this agreement. The Lessee would be liable only for charges due at the time of termination. Should the agreement be so terminated, the Lessee waives any claim against the School District for damages and compensation.

### **INDEPENDENCE JUNIOR SENIOR HIGH SCHOOL AUDITORIUM USE DAMAGE PAYMENTS**

The Lessee will pay on demand for any loss or damage due to rental activity of the Auditorium, and/or other leased spaces, equipment, or equipment belonging to professional talent brought in for the Lessee.

## NON-EXCLUSIVE USE

Lessee understands that other activities may be taking place in other sections of the High School during the event scheduled in the Auditorium. Lessee further understands that other events may be scheduled by the Management. Lessee will store sets, props, costumes, and other properties in areas designated by the Facility Coordinator.

No Lessee will be allowed more than one week of consecutive (daily) use of the Auditorium.

## CONTRACT

In all cases where professional talent is concerned, the Lessee must approve all contractual and technical riders with the Facility Coordinator before the Auditorium rental contract is signed to see that there are no requirements that are contrary to Independence Community School's Policies.

## RADIO, TELEVISION, AND RECORDING

The granting of permission to broadcast via radio or television, or recording for other reasons, shall be done by mutual consent of the Lessee, the Facility Coordinator and the artist or his agent. The consent must be obtained in advance. Lessee should be aware that Auditorium preparations necessary for broadcasting or recording may result in additional costs. The management's permission is mandatory and final.

## PROMOTIONAL MATERIALS

The Independence Community Schools reserves the right to distribute promotional materials concerning its own programs at any event held in the Auditorium. Promotional materials other than those noted above must relate to the event in progress or a future event to be presented by the Lessee and must be approved by the Facility Coordinator. It is understood that during the period following the opening of the exterior doors, through the closing of these doors after the final part of any program, only the Independence Community Schools or the Lessee has the right to distribute approved materials in the Auditorium or on any school property.

Lessee, artists, or crews may sell or give periodicals, books, magazines, newspapers, novelties, photographs, programs, recordings, etc., but all items must be approved by the Facility Coordinator.

## FOOD and BEVERAGE CONCESSION

The management retains sole authority in determining if any food and beverage items may be allowed to be sold and under which conditions. ***It is understood that no food or beverage may be sold, given, or used in the Auditorium, including by the Lessee, artists, or crews.***

## OBJECTIONABLE PATRONS

The Independence Junior Senior High School Auditorium reserves the right to remove or ask for the removal, from the premises, of any objectionable person or persons. The Auditorium or its staff shall not be liable to the Lessee for any damage that may be incurred by the Lessee through the exercising by the Auditorium of such right.

## SAFETY REGULATIONS

Safety regulations shall be in accordance with the City and State codes, and shall be enforced by all involved.

## CAPACITY

Lessee shall not admit to the Auditorium facilities a larger number of persons that can be legally seated (749).

## NO SMOKING

Smoking is prohibited at or on all public school buildings and grounds, including parking lots. Any infraction of smoking regulations can cause the termination of the event, and closing of the Auditorium at the discretion of the Facility Coordinator or school administration.

### ALCOHOLIC BEVERAGES

Alcohol is prohibited at or on all public school buildings and grounds. Any infraction of alcohol regulations can cause for the termination of the event, and closing of the Auditorium at the discretion of the Facility Coordinator or school administration.

### DOORS OPEN

Doors open to the public for all Auditorium programs 45 minutes prior to the beginning time stated on the rent contract, unless specifically arranged with the Facility Coordinator in advance.

### SECURITY

Security may be required on a case by case basis at the discretion of the management. All costs related to security shall be the responsibility of the lessee.



# **Independence Community School District FACILITY USE APPLICATION FORM**

**Today's Date:** \_\_\_\_\_

**Organization:** \_\_\_\_\_ **Usage Category I**

**Contact Name: Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

## **Event Information**

**Purpose of Event:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_

**End Date:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**Building: East Elementary**

**Auditorium (No Food or Drink) Yes**

Indicate Items Needed for Event

Podium       Sound/Lights/Technician

**Gymnasium (No Food or Drink) Yes**

Indicate Items Needed for Event

P.A. System     Scoreboard     Locker Rooms

Seating:

1-side bleachers  2-side bleachers (If Available)

**Classrooms (No Food or Drink) Yes**

Number of Seats Needed: \_\_\_\_\_

**Kitchen (cook must be present) Yes**

Dining: Number of Seats Needed \_\_\_\_\_

The undersigned applicant makes application for the use of the school facilities designated above. The applicant agrees to all restriction regarding alcoholic beverages and smoking in school buildings and school grounds and regulations pertaining to no food or beverage in auditorium, gymnasium, and classroom areas. The undersigned agrees to indemnity and hold harmless the Board of Education, each individual board member, and all administrators and teachers, and all custodians against any and all claims, costs, suits, and other forms of liability and all court costs arising from the use of the buildings and/or facilities. The applicant agrees to pay all costs for any and all damages incurred during time of use of the facilities. The individual as representative of the above named group agrees to all conditions of the above statement. The organization will provide the District with a Proof of Insurance Coverage Certificate.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **OFFICE USE ONLY**

**Fees Due**

**Deposit** \_\_\_\_\_

**Rent** \_\_\_\_\_

**Custodial** \_\_\_\_\_

**Cook:** \_\_\_\_\_

**Tech @ \$25/hr** \_\_\_\_\_

**Other Fees** \_\_\_\_\_

**Total** \_\_\_\_\_

**Approval:**

**Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_

**Deposit Rec'd:** \_\_\_\_\_ **Payment Rec'd** \_\_\_\_\_

**Proof of Insurance Coverage Certificate:** \_\_\_\_\_

USE OF SCHOOL DISTRICT FACILITIES & EQUIPMENT INDEMNITY  
& LIABILITY INSURANCE AGREEMENT

The undersigned hereafter referred to as "entity," states that it shall hold the Independence School District, hereafter referred to as "school district," harmless from any and all damages and claims that may arise by reason of any negligence on the part of the entity in the use of any facilities or equipment owned by the school district. In case any action is brought therefore against the school district or any of its officers, employees or agents, the entity shall assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the school district reserves the right to defend such action and to charge all costs, including attorneys' fees, to the entity.

The entity agrees to furnish and maintain during the usage of the facilities or equipment owned by the school district such bodily injury and property damage liability insurance as shall protect the entity and the school district from claims for damages for personal injury, including accidental death, and from claims for property damages which may arise from the entity's use of the school district's facilities or equipment whether such operations be by the entity or by anyone directly or indirectly employed by the entity. Such insurance shall include the Independence Community School District as an additional named insured in the policy carried by the entity and described above.

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

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

\_\_\_\_\_  
(Entity)

By \_\_\_\_\_

By \_\_\_\_\_

School Board Representative

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDENDUM B- Category I

All costs are the schools responsibility.

Note: No page 2 needed

ADDENDUM B- CATEGORY II RENTAL

Independence High School Auditorium- Rental Rates

Rent consists of two components:

1. Facility
2. Labor

1. Facility

Performance: Basic rent for first performance day- No Charge.  
Basic rent for subsequent performance days- No Charge.  
Includes: Basic Lighting      Dressing Rooms  
                    Front of house      Utilities

Meeting: One half day, Monday through Thursday - No Charge.  
One half day, Friday through Sunday - No Charge  
Includes:      Technical Conference  
                    Microphone  
                    Basic Lighting

Additional charges apply for use of green room, stage shop, chorus room, concession, stage, and ticket booth.

2. Labor

Technician              \$25.00 per hour. (charges may be waived)  
Technician Assistant   \$12.00 per hour. (charges may be waived)  
Custodial/Security      \$25.00 per hour.

Custodial charges will be based on actual hours needed to clean up and secure the building.

ADDENDUM B- CATEGORY II RENTAL CHARGE SHEET

Event Form Charge Sheet

Rent

Basic Rent- First day performance -	No Charge.
Subsequent performance days-	No Charge
Meetings	No Charge

Labor Charges (to be determined at performance with manager)

Technician @ \$25.00 per Hour	Total Hours	x \$25	\$
Technician Assistant @ \$12.00 per hour	Total Hours	x \$12	\$
Custodial/Security @ \$25.00 per hour	Total Hours	x \$25	\$

Total Labor Charge \$

Other Facility and Labor Charges:

_____	\$
_____	\$
_____	\$
_____	\$

Estimated Total \$

Final Total will be billed through the Administration Building.

ADDENDUM B- CATEGORY III RENTAL

Independence High School Auditorium- Rental Rates

Rent consists of two components:

1. Facility
2. Labor

1. Facility

Performance: \$125.00 Basic rent for first performance day  
\$100.00 Basic rent for subsequent performance days  
Includes: Basic Lighting      Dressing Rooms  
                    Front of house      Utilities  
Additional Performance Rent:  
\$.25 per ticketed seat over 200 per performance.  
  
\$75.00 Per day for Non Performance days.

Meeting: One half day, Monday through Thursday - \$70.00  
One half day, Friday through Sunday - \$100.00  
Includes:      Technical Conference  
                    Microphone  
                    Basic Lighting

Additional charges may apply for use of green room, stage shop, chorus room, concession, stage, and ticket booth.

2. Labor

Technician              \$25.00 per hour. (charges may be waived)  
Technician Assistant   \$12.00 per hour. (charges may be waived)  
Custodial/Security      \$25.00 per hour.

Custodial charges will be based on actual hours needed to clean up and secure the building.

**ADDENDUM B- CATEGORY III RENTAL CHARGE SHEET**

Event Form Charge Sheet

**Rent**

Basic Rent- First day performance @ \$125.00 \$

Subsequent performance days @ \$100 \$

Total Rental \$

**Additional Performance Rent:**

\$0.25 per ticketed seat over 200 per performance \$

Non Performance Days: \$75.00 per day \$

**Meetings**

One half day, Monday through Thursday @ \$70.00 \$

One half day, Friday through Sunday @ \$100.00 \$

Total Rental \$

**Labor Charges (to be determined at performance with manager)**

Technician @ \$25.00 per Hour                      Total Hours                      x \$25                      \$

Technician Assistant @ \$12.00 per hour                      Total Hours                      x \$12                      \$

Custodial/Security @ \$25.00 per hour                      Total Hours                      x \$25                      \$

Total Labor Charge \$

Other Facility and Labor Charges:

\_\_\_\_\_ \$

\_\_\_\_\_ \$

\_\_\_\_\_ \$

\_\_\_\_\_ \$

Estimated Total \$

Final Total will be billed through the Administration Building.

## ADDENDUM B- CATEGORY IV RENTAL

### Independence High School Auditorium- Rental Rates

Rent consists of two components:

1. Facility
2. Labor

#### 1. Facility

Performance: \$250.00 Basic rent for first performance day  
\$200.00 Basic rent for subsequent performance days  
Includes: Basic Lighting      Dressing Rooms  
            Front of house      Utilities  
Additional Performance Rent:  
\$1.00 per ticketed seat over 200 per performance.  
  
\$75.00 Per day for Non Performance days.

Meeting: One half day, Monday through Thursday - \$125.00  
Once half day, Friday through Sunday - \$200.00  
Includes:      Technical Conference  
                  Microphone  
                  Basic Lighting

Additional charges may include use of green room, stage shop, chorus room, concession, stage, and ticket booth.

#### 2. Labor

Technician              \$25.00 per hour. (charges may be waived)  
Technician Assistant   \$12.00 per hour. (charges may be waived)  
Custodial/Security      \$25.00 per hour.

Custodial charges will be based on actual hours needed to clean up and secure the building.



ADDENDUM B- CATEGORY IV RENTAL CHARGE SHEET

Event Form Charge Sheet

**Rent**

Basic Rent- First day performance @ \$250.00	\$
Subsequent performance days @ \$200	\$
<b>Total Rental</b>	<b>\$</b>

**Additional Performance Rent:**

\$1.00 per ticketed seat over 200 per performance	\$
Non Performance Days: \$75.00 per day	\$

**Meetings**

One half day, Monday through Thursday @ \$125.00	\$
One half day, Friday through Sunday @ \$200.00	\$
<b>Total Rental</b>	<b>\$</b>

**Labor Charges (to be determined at performance with manager)**

Technician @ \$25.00 per Hour	Total Hours	x \$25	\$
Technician Assistant @ \$12.00 per hour	Total Hours	x \$12	\$
Custodial/Security @ \$25.00 per hour	Total Hours	x \$25	\$
<b>Total Labor Charge</b>			<b>\$</b>

Other Facility and Labor Charges:

_____	\$
_____	\$
_____	\$
_____	\$

Estimated Total \$

Final Total will be billed through the Administration Building.