

BEAIS SCHOOL DEPARTMENT

NEPN/NSBA FILE: KFB-FP

**USE OF SCHOOL GYMNASIUM
BY
FOR PROFIT INDIVIDUAL(S)/ORGANIZATION(S)**

Regulations applicable to the use of BES gymnasium by the inhabitants of Beals and Jonesport when an admission or fee is being charged, with the proceeds going to a for profit individual or organization.

1. The renter will normally be a citizen of Beals or Jonesport. The School Board, based on a positive recommendation of the Superintendent/Assistant Superintendent and Building Principal, may vote to allow rental of the facilities by an individual who is not a citizen of Beals or Jonesport or an organization not housed in either Beals or Jonesport based on the activity proposed. If the renter is not a citizen of Beals or Jonesport, arrangements must be made to have qualified personnel currently employed by the school district available for the event(s). The renter would be responsible for any fees necessary to pay for needed personnel. School facilities may not be used by individuals or organizations that advocate illegal activities, that engage in sexually explicit, indecent, or lewd conduct or speech, or that otherwise threaten to be materially and substantively disruptive.
2. An individual or organization wishing to rent the school gymnasium must complete a Request for Use form and submit it to the Building Principal at least 35 days in advance of the scheduled event(s).

The School Board, based on a positive recommendation of the Superintendent/Assistant Superintendent and Building Principal, may vote to allow rental of the facilities by a for profit individual or organization based on the social, cultural, educational, recreational, etc. value of the activity to the children and adults of Beals and Jonesport. The School Board action will be taken at a regularly scheduled meeting, which is normally the first Wednesday of the month.

3. The renter assumes full financial responsibility for any and all loss or damage to the building and to any and all personal property of the Beals School Department, Town of Beals and agrees to indemnify the owner(s) for any such loss or damage.

The renter shall provide a certificate of insurance up to the amount of \$3,000,000 covering the period under contract. The insurance shall name Beals School Department, Town of Beals as an additional insured.

The renter agrees to be fully responsible for all injuries to third parties on the premises during the rental period, or damage to the property of third parties, and indemnify and hold harmless the Beals School Department, Town of Beals, from any and all loss resulting from claims of third parties arising from the use of the facilities.

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4. No alcoholic beverages are allowed in the building or on the school grounds at any time. Tobacco products are not to be used on school property during the normal school day or in the building at any time.
5. Scheduling is to be done during the normal school workweek and is delegated to the Building Principal.
6. All charges for the use of the gymnasium will be paid to the Building Principal, who will deposit the money to the elementary school account; the custodian's charge is to be paid on the regular school payroll. The Principal is to keep an accurate record of all renters and the "charges" paid to them.
7. Adequate police protection and payment for such protection is to be provided by the renter as determined by the Building Principal according to the type of event.
8. Custodial services will be decided on a case-by-case basis.
9. All applicable rules contained in the KFB-R are to be followed.
10. School functions whether new or rescheduled will take precedence over any for profit rental agreement. The Building Principal shall make a reasonable effort to see the contract is honored, if possible.
11. The Superintendent/designee has sole authority to determine whether the facilities should be closed for reasons of public safety. Contracts in force during a period of time during which the school is closed for reasons of public safety are cancelled automatically without penalty to either party. However, every effort will be made to reschedule any cancelled event to a mutually acceptable date.
12. Expense Charge
 - a. Charge per hour for custodial services or other personnel, if used.
The charge will be based on the current hourly wage or overtime hourly wage including fringe benefits.
 - b. A minimum of \$10 per hour up to 90% of the profit will be charged. If the request is approved, the determination of the charge will be made at the same School Board meeting.
13. If the renter does not pay the necessary charges or restitution for damages then all rights to the use of the gymnasium will be withdrawn until full payment has been made.

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14. If the renter does not follow the rules governing the use of the facilities, or one of the following: Superintendent; Assistant Superintendent; Principal; School Board, determines that the activity is inappropriate for an educational setting, then the renter will not be allowed to continue using the facilities.
15. Changes in these regulations will be made whenever experience indicates a need.

FACILITY TO BE USED: _____
EQUIPMENT TO BE USED: _____
DATE(S) OF USE: _____
HOURS OF USE: _____
ACTIVITY: _____

BY: _____

TITLE: _____

OFFICE USE:

_____ APPROVED WITH A FEE OF _____
_____ DISAPPROVED
_____ CUSTODIAN OR OTHER APPROPRIATE PERSONNEL REQUIRED
_____ NUMBER OF POLICE OFFICERS REQUIRED
_____ INSURANCE CERTIFICATE ON FILE
_____ NUMBER OF JONESPORT SCHOOL DEPARTMENT EMPLOYEES
REQUIRED

Signature of Renter

Signature of Building Principal – **Required**

Signature of Superintendent/Assistant Superintendent of Schools – **Required**

Signature of Beals School Board Chairperson – **Required**

Note: This contract will be valid, if and only if, all three required signatures are present.

DATE ADOPTED: March 6, 2008