

**JONESPORT SCHOOL DEPARTMENT**

**NEPN/NSBA FILE: KFB-FP**

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

Regulations applicable to the use of JES gymnasium by the inhabitants of Jonesport and Beals 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 Jonesport or Beals. 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 Jonesport or Beals or an organization not housed in either Jonesport or Beals based on the activity proposed. If the renter is not a citizen of Jonesport or Beals, 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 Jonesport and Beals. The School Board action will be taken at a regularly scheduled meeting, which is normally the first Thursday 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 Jonesport School Department, Town of Jonesport 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 Jonesport School Department, Town of Jonesport 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 Jonesport School Department, Town of

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Jonesport, from any and all loss resulting from claims of third parties arising from the use of the facilities.

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 in turn will give the money to the Superintendent of Schools office personnel for deposit to the Jonesport School Department 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.

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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.
  
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: \_\_\_\_\_

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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 Jonesport School Board Chairperson – **Required**

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

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DATE ADOPTED: October 7, 2004