To Request Use of an

Alexander City School System Facility

{Rental of Facilities at AC Schools (<u>other than BRHS</u>) will be handled through the Central Office, Board of Education, 256-234-8600. The 11-page "Facility Use Request" (below) must be completed and submitted to the Alexander City School Superintendent for Approval.}

To Rent/Use a Facility at BRHS:

- 1) Contact Dr. Anthony Wilkinson, Principal, Benjamin Russell High School to determine if the date of your event is available. Our facilities are used a large portion of the time for school events.
- 2) Below is the 11-page document to Request Use (or Rental) of a BRHS Facility. Complete pages 8-11and submit to Dr. Wilkinson at BRHS for his approval. *Be sure and include a list of items you will need for your event (examples: 3 tables, 9 chairs for judges; risers for choir, etc.)*
- After Dr. Wilkinson's approval, you must submit the approved Facility Use Request along with rental payment to the Board of Education for the Superintendent's approval.
- 4) After the Superintendent's approval, you will then be notified if your event can be held in our facility. *Please do not publish your event's location until you have obtained all approvals from the Alexander City School System*

ALEXANDER CITY BOARD OF EDUCATION

USE OF FACILITIES AND EQUIPMENT PROCEDURES

The Alexander City Board of Education believes the functions of school buildings and grounds should be to accommodate approved school programs for students and to assist in meeting the educational, cultural, civic, social and recreational needs of communities. Use of school buildings by the community shall be considered a secondary function and shall be scheduled at times which do not interfere with regular school activities.

- I. Use Agreement The Alexander City Board of Education shall direct the Superintendent to develop administrative rules and regulations governing the use of school facilities including rental fees to be established and published at least annually. The use of school facilities by individuals or groups shall be governed by a signed use agreement between the individual or group and the Board. The use agreement shall contain, but is not limited to, the following:
 - A. A "hold harmless" statement having the effect of holding the Board free from any liability arising from the negligence of the party using the facilities.
 - B. A statement requiring, with limited exception, any person or group leasing the school facilities to purchase liability insurance indemnifying the Board and its members as additional insured. A certificate verifying the purchase of such insurance should be presented to the Board at least twenty-four (24) hours prior to use of the facilities.
 - C. A statement that the individual or group lessee shall assume all responsibility for damage(s) and/or maintenance expenses invested in the building, directly or indirectly resulting from lessee' use.
- II. The Alexander City Board of Education owned or controlled facility will not be sued in any manner not covered under liability insurance purchased by the Board.
- III. Limited Open Forum Equal Access
 - A. Non-curriculum related student organizations shall have the same opportunity to use school facilities as any other student organization, regardless of religious, political, philosophical, or other content of the speech at such meetings, subject to the right and obligation of the Board to maintain order and discipline on school premises and to protect the well-being of students and faculty.
 - B. The principal of the school may approve use of the school facility by a noncurriculum related student organization provided that:
 - 1. The meeting occurs during non-instructional time and is attended by a school employee/designee who shall provide general supervision.
 - 2. The meeting is voluntary and student-initiated. Only students enrolled in the school may request this meeting.
 - 3. The meeting is not sponsored by the school, the Board, or employees thereof.
 - 4. The presence of Alexander City School system authorities or Board employees at any religious meeting is non-participatory in nature. The presence of school employees is for observation only.
 - 5. The meeting does not interfere with regular instructional activities of the school.

- 6. The meeting shall not be directed, conducted, controlled or regularly attended by non-school persons.
- 7. The non-curriculum related student group shall not use the school, name, school mascot name, or any name that might imply school sponsorship.
- C. No School employee shall be compelled to attend a meeting of any student organization if the content of the speech at such meeting is contrary to the belief of the employee.
- D. Any student organization seeking to meet on school property during noninstructional time shall submit a written application to the school principal. Applications shall include the following information:
 - 1. The name of the organization.
 - 2. A general statement of the purpose of the organization.
 - 3. A description of the qualifications for membership, if any.
 - 4. A statement that the students understand and agree to comply with this equal access policy.
 - 5. A proposed schedule of meetings and activities.
- E. The principal shall deny approval to any organization whose purposes, qualifications for membership, or proposed activities are unlawful.
- F. Failure to comply with this policy shall be grounds for revocation of the right to continue to conduct meetings under this policy.

RENTAL FEES

A rental fee shall be assessed for the use of school facilities based on the following three-tiered system. The fee is due to the ACBOE Central Office no later than four weeks before the scheduled event. Checks should be made to the ACBOE. Advertisement of this event is prohibited until the fee has been paid in full.

• The cost for these groups, depending on the size and complexity of the facility being requested, ranges from \$75/hour to \$300/hour (three-hour minimum basic fee), with an additional fee range of \$25/hour to \$50/hour for each additional hour.

User Group "A" – Includes all local organizations, non-local organizations, other school districts, churches and individuals.

Facility	(three	Basic Fee e-hour minimum)	Addit	Each ional Hour
Cafeteria Only	\$	150.00	\$	25.00
Cafeteria with Kitchen	\$	250.00	\$	50.00
BRHS Auditorium	\$	300.00	\$	50.00
Media Center: Middle		\$35/day	\$	-
Media Center: High		\$45/day	\$	-
Classroom		10% of Profits	\$	-

User Group "B" – Includes all nonprofit local organizations, civic organizations and youth groups as defined below:

- Must certify that at least 50 percent of the children participating are students of Alexander City Schools; and
- Must demonstrate nonprofit status as defined by Section 501(c) of the Internal Revenue Code; and/or
- Must be parallel to the purpose of enriching the lives and education of children.
- The cost for these groups is one-half of the "User A" rates for some facilities.

Facility	_	asic Fee nour minimum)	Each ional Hour
Cafeteria Only	\$	75.00	\$ 25.00
Cafeteria with Kitchen	\$	125.00	\$ 50.00
BRHS Auditorium	\$	150.00	\$ 50.00
Media Center: Middle		\$35/day	\$ -
Media Center: High		\$45/day	\$ -

User Group "C" – Includes Alexander City Schools events/programs, educational meetings (including all staff and/or student meetings) and affiliated Alexander City Schools support organizations (such as PTOs, booster clubs, etc.)

- There is no facility rental charge to these groups.
- There is no charge for use of Auditorium sound system.
- There **is** a charge for an Auditorium Manager, child nutrition, or custodian worker if applicable (see below).

In addition to the fees listed above there is a flat-fee of \$100 for clean-up of the Auditorium at BRHS.

Auditorium Manager:

When renting the BRHS Auditorium an Auditorium Manager, at \$40/hour with a three-hour minimum, *must be present* at all times. This manager will have several responsibilities such as adjusting heat or A/C, unlocking/locking doors, checking that restrooms are clean, stocked and working properly during the event, and handling issues that arise.

Lighting/Sound Tech:

If the use of the sound system and or specialized lighting is requested there may be an additional cost of \$35/hour for a school trained technology technician and/or lighting technician.

Child Nutrition Worker:

A child nutrition worker is \$25/hour (per worker), with a three-hour minimum for each. If a cafeteria is used, a child nutrition worker must be present at all times.

Custodian:

Although there is a clean-up fee for the Auditorium, a custodial worker at \$25/hour is required when using other facilities such as cafeterias, meeting areas at schools, classrooms, etc.

One of these workers <u>must</u> be present at all times. Any exception to the above fees must have prior approval of the Superintendent.

FACILITY USE PROCEDURES

- 1. Requests for the use of a school facility shall be approved in accordance with the administrative procedures of the district.
- 2. Charges will be calculated from the time the facility is **opened to the time it is closed**.
- 3. All fees must be paid in advance at the time the facility is booked, {due to the ACBOE Central Office no later than four weeks before the scheduled event. Checks should be made to the ACBOE. Advertisement of the event is prohibited until the fee has been paid in full.
- 4. Fees charged for use of property do not cover the use of school equipment, such as projectors, spotlights, athletic equipment, etc., and any such use, if desired, must be arranged with the school concerned. Any such fees will be assessed as listed below.
 - a. Video Equipment
 - b. Sound System BRHS Auditorium
- \$ 50.00/day \$100.00/event

Ś

- c. Copier Use
- d. Athletic Equipment

0.05/copy\$ 2.00/hour

- 5. Requests for the use of a facility shall be presented to the superintendent for approval at least 30 days prior to the event. Any changes in a scheduled event shall be approved in advance. Request for the use of a **BRHS facility** shall be presented to the BRHS Principal for approval in a timely manner to allow the Superintendent's approval at least 30 days prior to the event.
- 6. The using group, organization, or individual should carry liability insurance in the amount of \$1,000,000 to protect it and its members. In cases of special use, the Board may require the user to furnish additional liability insurance. In cases of individual use, the Board may elect to require less liability insurance, to be determined on a case-bycase basis.
- 7. On nights prior to school days, the building/facility may not be used after 10 p.m. without the prior approval of the building principal.
- 8. The activity shall not interfere with the normal use of the building/facility by school personnel or students, nor shall the use of the facility cause undue wear judged harmful to the facility.
- 9. No areas will be rented where personal property is not properly secured.
- 10. Kitchen facilities shall not be used unless specifically requested. When kitchen use is required, a member of the school cafeteria staff must be present at all times - and the kitchen must be left in a clean and orderly condition. School breakfast/lunch supplies shall not be used.
- 11. Permission shall be obtained if furniture or equipment is to be moved, or if decorations or signs will be attached to walls, ceilings or fixtures. No alterations to the facilities are allowed.
- 12. If a stage is brought in, it must be removed within 3 days after the Event.
- 13. It shall not be the responsibility of the school to furnish special stage settings, furniture, special lighting or to require stage hands to arrange scenery or to carry equipment.
- 14. The sponsor of an activity has direct responsibility for the safety, welfare and actions of the persons participating in the activity; for seeing that the building regulations concerning the use of food, drinks and tobacco are observed; and for damages to the

building or equipment. The sponsor or a qualified representative shall be present when the first participants are expected to arrive and shall remain until all have departed.

- 15. Economical use of utilities is required.
- 16. All fire safety codes and regulations shall be strictly followed and adhered to at all times.
- 17. Failure to leave the facilities in good condition or failure to use the facility in adherence to this policy shall result in denial of future requests by the individual or group for a period of one year. Requests by a violating party after one year shall be considered on a case-by-case basis by the principal of the campus and superintendent.
- 18. The district shall not be responsible for props, non-school equipment and/or personal items belonging to persons using school facilities.
- 19. No food, drinks, or gum will be allowed in the BRHS Auditorium or BRHS Auditorium Lobby at any time.
- 20. No food or drinks will be allowed in any other areas without prior approval and no gum will be allowed at any time.
- 21. The use of any type of tobacco or alcohol is prohibited in all school buildings and on all school property.
- 22. Under no conditions shall authorization be granted which would <u>in any way</u> be considered discriminatory in nature. This includes any inadvertent partisanship relative to political campaigns.
- 23. Any such person, group, organization or other entity using the facilities of the Board shall be given a copy of this policy and acknowledge in writing agreement to all of the terms and conditions contained herein.

RENTAL FEE CALCULATIONS

Applicable User Group: _____A ____B ____C

Request for Facility (check all that apply):

Facility	Check All That Apply	Basic Fee	Additional Fee	Total Fee
Cafeteria Only		\$	\$	\$
Cafeteria with Kitchen		\$	\$	\$
BRHS Auditorium		\$	\$	\$
Clean-Up Fee (Mandatory)		\$100.00		
BRHS Auditorium Dressing Rooms (no fee)				
Choir Room				
ROTC Room				
Media Center: Middle		\$	\$	\$
Media Center: High		\$	\$	\$
Classroom		\$	\$	\$
Video Equipment (\$50/day)		\$	\$	\$
Sound System – BRHS Auditorium		\$	\$	\$
Copier Use (\$0.05/copy)		\$	\$	\$
Athletic Equipment (\$2.00/hour)		\$	\$	\$
(note: Choir/ROTC used for Pageants &				
Dance Recitals by special request)				
			Total Rental	
			Fee	\$

Request for employee services (check all that apply): (One of these must be present at all times.)

Employee	Rate of Pay	# Requested Hours	Total
Custodian Child Nutrition Technology Technician Lighting Technician *Auditorium Manager	\$25/hour \$25/hour \$35/hour \$35/hour \$40/hour		\$ \$ \$ \$ \$
*(mandatory for Aud use)		Total Employee Services Fee	\$

TOTAL FEE	AMOUNT
Rental Fee	\$
Employee Services Fee	\$
TOTAL AMOUNT DUE	\$

*Forward original copy to Chief School Finance Officer

FACILITY AND EQUIPMENT USE REQUEST AND AGREEMENT FORM ALEXANDER CITY BOARD OF EDUCATION

Alexander City, Alabama

-

TheName of Group, Organization, or Individual	agrees to
Name of Group, Organization, or Individual	
abide by the stipulations listed below (and any applicable attachments) in ret	turn for permission to use
on the	day
Name of Facility	
of , 20 from unti	il
Time and Hour	Time and Hour
for the purpose of:	
The group, organization, or individual shall:	
 Provide adequate provisions for supervision of school property; 	
2. If requested by the principal, provide adequate police protection for a	such activities to safeguard
those involved as well as the property of the Board;	
 Not permit use of alcoholic beverages (drink, displayed, or served) in buildings; 	or near public school
 Not permit smoking in school buildings or on school grounds; 	
5. Assume all costs for repairs necessary due to vandalism or malicious	destruction of school
properties incurred during the utilization of these facilities;	
6. Submit the amount of \$ as prepayment for custodial s	services, and/or child
nutrition services during the stipulated times;	
 Submit the amount of \$ as prepayment for use of said 	facilities during the
stipulated times.	
8. If BRHS Auditorium used, submit the amount of <u>\$100.00</u> as prepayme	-
 In the event this application is approved, the applicant agrees to execute a second sec	
required by the Board in connection with applicant's use of the prem	
will complete and sign the "Release from Liability and Agreement "to	Hold Harmless upon
approval of using said facility.	
Group or Organization President, Individual, Sponsor, or Responsible Party Si	gnature
	gnatare
Address/Phone # of Group or Organization President, Individual, Sponsor, or	Responsible Party
,,,,,,,,,,,,,,	
Approved:	
Denied: Principal's Signature	Date
Approved:	
Denied: Superintendent's Signature	Date

COMPLETE THIS FORM <u>AFTER</u> THE REQUEST HAS BEEN APPROVED FACILITY AND EQUIPMENT USE HOLD HARMLESS AGREEMENT ALEXANDER CITY BOARD OF EDUCATION Alexander City, Alabama

STATE OF ALABAMA COUNTY OF TALLAPOOSA

RELEASE FROM LIABILITY AND AGREEMENT TO HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS, that Whereas, the undersigned

hereafter called the Applicant, has filed a written application with the Alexander City Board of Education for permission to use the premises described in said application for the purposes described in said application, which premises are under the control and supervision of said City Board of Education; and,

WHEREAS, the Superintendent, under the authority of the Alexander City Board of Education, has granted permission to the Applicant to use said premises solely for the purposes stated in Applicant's application; and,

WHEREAS, the Alexander City Board of Education, as a condition precedent to the granting of its permission for the use of said premises by the Applicant, requires the execution and delivery by the Applicant to the Board of a Release of Liability and Agreement to Hold Harmless wherein and whereby the Applicant agrees to release and hold harmless the Alexander City Board of Education, its board members, officers, agents, servants, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damages or injury, including death, that may be sustained by the Applicant's use of said premises.

NOW THEREFORE, in consideration of the premises, and for the further consideration of receiving permission from the Alexander City Board of Education to enter upon and use the premises described in said application which are controlled and supervised by the Alexander City Board of Education, the receipt of such permission being hereby acknowledged, the undersigned Applicant hereby agrees to release and to hold harmless the Alexander City Board of Education, its board members, officers, agents, servants, and employees from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damages or injury, including death, that may be sustained by the Applicant, its officers, agents, servants or employees, invites, patrons and customers from its use of the premises described in Applicant's application.

ATTACHMENT A

ADDITIONAL PROCEDURES FOR USE OF BRHS AUDITORIUM

- 1. The auditorium, including stage, lights, dressing rooms, lobby and restrooms, should be left in its original condition. Any changes will result in denial of future requests for a period of one year. Requests by a violating party after one year shall be considered on a case-by-case basis by the principal and superintendent.
- 2. Benjamin Russell High School Band and Choral equipment and furnishings are not part of the auditorium's inventory.
- 3. The use of the sound system and/or specialized lighting requires the use of a "school trained technology technicians and/or lighting technician." Absolutely no outside personnel operating lighting equipment. Personnel must be approved to be given access to equipment.
- 4. Hanging props must be attached to available stage rigging. Nothing is to be attached to curtains.
- 5. All props must be free standing. Nothing may be attached to the floor.
- 6. No weights are to be moved from the rigging. No lights are to be moved. No curtains may be detached.
- 7. Those technical demands outside the possibility of our existing equipment should be addressed, in writing, at least one week before set-up and performance time. Personnel doing set-up should be aware of the auditorium's physical and technical limitations.
- 8. Damage incurred during any outside use of the auditorium; including lighting, sound, furnishings, or risers, shall be the sole responsibility of the party using the auditorium.
- 9. Access to the catwalks is allowed only under the direct supervision of the system maintenance helper. Lights are to be set by qualified personnel.
- 10. Preparations, set-up, and rehearsals shall in no way conflict with the orderly operation of the school day at Benjamin Russell High School.
- 11. Food and drinks for performers shall be restricted to the dressing areas. The stage and house should be kept free of food and beverages.
- 12. The use of adjoining areas should be coordinated with appropriate school personnel. These areas are not included in the agreement to use the facility. Individual permission for each area must be granted by school administration.
- 13. Access to prop room and all storage areas is restricted to school maintenance and Benjamin Russell High School personnel.