G375-R POLICIES, RULES AND REGULATIONS FOR THE RENTAL AND USE OF SCHOOL FACILITIES

**I. PROCUREMENT OF PERMIT**

A. The use of all school facilities for any purpose shall be initiated by a responsible member of the organization requesting the permit through the school principal or designee.

B. All requests by Groups II, III, IV, and V, (see eligible organizations) should be made on the approved form to the Director of Operations or their designee thirty (30) days before the requested date of use.

C. The applicant shall be notified of the denial or acceptance and the fees involved within ten (10) business days.

D. If approved, the estimated rental and custodial fees are payable to the Franklin Township Community School Corporation Within three days of the close of the events(s).

E. Proof of liability insurance is required prior to approval. This requirement may be waived by the Chief Financial Officer in *rare* circumstances such as when the District is sponsoring the event.

 **II. RULES AND REGULATIONS**

A. A school custodian(s) must be on duty during the hours the facility is used. When custodial fees are charged, the hours counted shall be from the time the custodian opens the door until cleanup is completed. The number of such personnel shall be determined by the District.

B. The kitchen facilities are not normally rented. If approved, a kitchen supervisor shall be assigned by the Child Nutrition Director. Fees shall be charged from the time the kitchen is opened until cleanup is completed. It shall be the sole duty of the supervisor or designee to supervise, not to prepare or serve food. The cleanup is the responsibility of the organization using the facility unless other arrangements are made with the Child Nutrition Director. If the cleanup is not satisfactory in the opinion of the Child Nutrition Director, an additional charge will be assessed.

1. The use of the facilities and equipment shall be strictly confined to the area designated or included in the agreement. Applicant and his or her organization will be held responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, the school officials or other representatives of the school district on duty shall have the immediate authority in any matter covering the use of the building.
2. Permit applications will be denied or cancelled if requested usage is determined by a school corporation official not to be in the best interest of the school corporation.

E. State gaming license is required if applicable. Use or possession of intoxicant drugs, alcohol, flammables, and obscene and profane language are prohibited anywhere on school corporation property. Use of tobacco in any form is prohibited in all facilities. Possession of a firearm on school property is a felony and violates School Board policy unless specific exceptions apply.

F. No furniture or equipment, audio visual/technology equipment, shall be used or moved unless specifically requested on the Permit or approval received from the school official.

G. Liability: The User agrees that Franklin Township Community School Corporation shall not be responsible for any injury or property damage. The User agrees to release and hold harmless Franklin Township Community School Corporation and its employees and agents from any injury or damages of any kind arising from the use of the facilities by the User, a participant in a program, or a third party associated with the User’s use of the facilities.

H. The organization or individual wishing to use the facilities will be required to furnish proof of insurance coverage or self-insurance proof statement upon application. Consultation with the Chief Financial Officer will determine dollar value of insurance required, or, in rare circumstances, if the insurance requirement may be waived.

I. The use of special equipment such as stage lighting, scenery curtains, projectors, public address systems, folding goals, bleachers, etc. shall be permitted only when operated by school employees or other persons authorized by the school or its representatives.

J. Signs, displays, or materials shall not be attached to the walls, window glass, woodwork, draperies, blinds, stage curtains, grounds, drives, etc. without approval in the agreement.

K. Concession and checkroom rights are reserved by the school, unless otherwise stipulated.

1. When the attendance or other conditions require the use of police, firemen, parking lot attendants, or other types of personnel, these personnel shall be procured by the District and charged to the applicant. These charges shall be evaluated prior to the rental by the Director of Operations and renters and lessees involved, and shall be written into the agreement.
2. Fire Safety and Decorations – fire, health, and safety regulations and codes of the State Fire Marshall, Board of Health, local agencies, the City of Indianapolis, and the State of Indiana must be followed at all times. Any permits required shall be the responsibility of the applicant. All material used for decorative purposes must be approved in advance.

N. Gymnasium floors - No materials are to be used on floors. Proper rubber soled gym shoes must be used for games or athletic contests on gym or activity room floors. Use of tarp covering may be required.

O. Non-school organizations are not permitted to sell tickets or merchandise to students while students are under school jurisdiction.

P. Activities using school facilities must be under competent adult supervision and/or leadership. The school official reserves the right to judge the adequacy of such supervision and immediately cancel any function judged not to be adequately supervised.

Q. Damage or misuse of the facilities and equipment shall be paid for in full by the organization chargeable with use. The appraisal of the Superintendent of Schools or his agent shall be the final determinant in all cases of damage or misuse.

R. Rental of school buildings or school facilities does not include the use of recreational equipment, furniture, projection equipment, public address systems, stage lighting, any other special equipment, nor Franklin Township Community School Corporation personnel trained to operate the aforementioned equipment, unless it is specifically provided for in the agreement.

S. Regular rental of school buildings and facilities does not imply the provision of storage facilities for supplies or equipment.

T. Facilities shall be used by sponsoring organizations for the purpose of the facilities’ design, i.e. gymnasium for games played in gyms, auditoriums and theaters for theatrical/program presentation activities, classrooms for instruction, etc. If requests for usage deviate from the design purpose, the school official shall determine whether the alternate usage is appropriate and allowable.

U. No sponsoring organization shall be extended continuous use of building rental privileges for a period exceeding one school year.

V. Each sponsoring organization shall appoint one responsible representative who will contact the custodian upon arrival and show an approved and signed application for the intended use of the building. After showing the approved application, the sponsoring organization will be admitted. If contractual arrangements have not been made, the custodian will not be present to open the building.

W. The sponsoring organization is responsible for the conduct of the group using the building and its representative shall be the responsible person in charge of the group. The person signing the rental contract is responsible for any damage caused by the sponsoring organization.

X. A damage deposit may be required, based on the judgment of the Director of Operations, as a condition of usage.

Y. All fees may be waived or altered at the discretion of the Superintendent or his designee.

Z. Franklin Township Community School Corporation is party to several exclusive contracts, not the least of which is the exclusive contract we have with The Coca-Cola Company. As a result, all renters will abide by the exclusivity clause within that contract and only use those products. In case of any questions, the Principal, his designee, or the Chief Financial Officer will make the final judgment.

AA. Subletting is not allowed. Subletting is defined as leasing or renting all or part of a previously leased or rented property.

# CLASSIFICATION OF GROUPS FOR PURPOSES OF FACILITY USE

##  III. ELIGIBLE ORGANIZATIONS

A. Preference will be given to local groups or organizations having the majority of their membership living in the Franklin Township School District.

B. A responsible citizen is defined as a person, at least 21 years of age, who is a real property owner in the school district and who is financially responsible.

C. Facilities generally are not to be used for commercial or personal gain. The Internal Revenue Service listing of non-profit organizations will be used as a guide. In certain instances where school facilities are uniquely suited to provide services to our youth (e.g., sports camps) the finances will be monitored so that use of schools does not give the sponsor(s) the ability to monopolize a program or service.

D. All rentals are restricted to temporary use only and no Facility User Agreement shall exceed one year.

E. Priority use of facility shall be as follows:

**Group I**: District school related activities: e.g., classes, school clubs, extracurricular activities, adult education.

**Group II**: Jointly school sponsored, Scouts, Campfire Girls, 4-H Clubs, Local civic service, cultural, political, and non-profit organizations~~,~~ Scouts, Campfire Girls, 4-H Clubs, Local civic service, cultural, political, non-profit organizations. Type of event may be assigned to Group V.

**Group III**: Local groups dealing directly with community youth as their first and foremost purpose: (e.g., Youth Athletic Leagues, etc.). Type of event may be assigned to Group V.

**Group IV**: Local school affiliated athletic groups: (e.g. Lead the Challenge, FT Little League, FT Rookie League, Circle City Football Club, etc...) Type of event may be assigned to Group V.

**Group V**: Franklin Township churches, private schools, commercial groups, non-affiliated and similar entities as long as the intended use of the facilities is not to generate profit. This category includes ALL fundraisers for ALL Groups listed.

##  IV. CHARGES FOR USE OF SCHOOL CORPORATION FACILITIES

1. No rental fees or custodial charges will be charged for Groups I and II.
2. Group III will pay a custodial fee only for after hour events.
3. For Groups IV, will be charged a negotiated facility charge only. If a profit making event is scheduled where a custodial service is required, a custodial fee shall be charged at $40 per hour per custodian.
4. Group V will pay full custodial and rental fees.
5. The Director of Operations shall determine any additional service necessary to protect school district facilities and equipment.

F. Unless otherwise indicated, the charges for facility use are “per session” which is considered to be approximately three (3) hours. Charges for additional services are as follows:

Custodial $40 per hour per custodian

Kitchen Supervisor $35 per hour

Cafeteria $15 per elementary/$20 per Middle School/$25 per FCHS/FA

Gymnasium $15 per elementary/$20 per Middle School/$35 per FCHS/FA

Professional Tech Support Staff (Auditorium/Theatre) $75.00 p hr. for Auditorium/$35 p hr. for Auditorium Director – 2 hour minimum

Stage lighting $100 per use

Stage Sound $100.00 per use

LCD projector $ 25.00 per use

Computer $ 25.00 per use

G. Group V users will be assessed facilities and equipment usage charges as follows:

Classroom $\_10.00 per night per classroom

\*All Athletic Facilities spaces and fees are Negotiable (Event type may require additional charges).

Stadium rental fee $200.00 per hour (does not include custodial fees)

**V.** **AUDITORIUM / THEATRE**

**Group V Users**

*Performance:* Usage period will be calculated from the time the user enters the building until the time the user and/or the public leaves the building. The usage period will not include cleaning time required.

The Grand Piano is tuned twice per year. Should the user require the Grand Piano to be tuned prior to usage, it will be at the user’s expense.

**VI. ADDITIONAL AUDITORIUM / THEATRE RULES**

 A. Firm Date: A date requested by the user is not considered firm until the user has executed a Rental Agreement, said agreement is approved by the school, the user has submitted all applicable forms, and the user has provided an advance deposit.

 B. User shall leave all areas of the facility in the same conditions as they were found. This includes curtains, scenery, chairs, tables, and dressing rooms, etc.

 C. Auditorium / Theatre house equipment is to be operated only by qualified members of Franklin Township Schools.

 D. The control booth is off limits to anyone during performance or rehearsal that is not actively engaged working in the control booth.

 E. All scenery brought in must be flame retardant. Use of animals, pyrotechnics, open flame, water, etc. is subject to the approval of the Auditorium / Theatre Director.

 F. All lighting, wiring, etc. must conform to local codes and meet all OSHA standards.

 G. If the User and the performing group are not the same, the User is responsible for advising the performing group to submit the technical requirements as may be necessary for the production of their event.

 H. No food or drink is permitted on stage or in the house at any time.

I.C. 20-26-5-1

20-26-5-4

20-26-8-1
511 IAC 6-2-1(b)(5)

I.C. 34-31-10

I.C. 34-31-11.4

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