

EAU CLAIRE AREA SCHOOL DISTRICT (ECASD)
FACILITY RENTAL CONDITIONS OF USE FOR COMMUNITY EVENTS
Effective September 1, 2023

APPLICATIONS

1. Applications for facility use should be received one (1) week prior to the earliest requested date. The processing of applications received less than one (1) week prior cannot be guaranteed.
2. The facility use contract is not transferable to another organization but may be transferred within an organization by working with the Buildings and Grounds (B&G)/Facility Use Office to make the change.

CONFIRMATION

1. The Facility Use Office shall process the Application for Facility Use, and an email containing the Approval or Denial Notification will be sent to the requester.
2. Changes, corrections, or additions must be made online or in writing (email is fine) to the B&G/Facility Use Office. Additional fees may apply.

FEES

1. Charges for facility use are listed in the Facility Use Fee Schedule.
2. Fees shall be estimated at the time of application. Any additional costs associated with the event are not the responsibility of ECASD and shall be billed to the User.
3. Payment of the User Fee must be made to the B&G/Facility Use Office before any facility requests will be processed. The User may request to be invoiced for the User Fee. Payment of additional charges are due upon receipt of invoice. Users in default shall not be permitted to schedule future events until all outstanding charges are paid.
4. The User shall make payments to ECASD online or at the ECASD Accounting or Facility Use Office.
5. Advanced payment of fees may be required.
6. Additional Fees.
 - a. If facilities or fields require extra clean up on the part of ECASD staff, additional charges may be incurred by the User.
 - b. Facility use shall conform to the times outlined in the rental agreement. Any facility use outside those times may result in additional charges.
 - c. The User shall be billed for damage to ECASD property and/or equipment.
 - d. If additional custodial assistance is needed due to the size and nature of the event, it shall be billed at the applicable rate.

SCHEDULING

1. Applications for Facility Use shall be accepted for the following school year (September 1-last day of school) based on the following schedule:
 - Resident youth requests shall be accepted on or after June 1st
 - All other group requests shall be accepted on or after July 1st
2. Applications for Facility Use shall be accepted for the upcoming summer (first Monday of summer break through mid-August) on or after May 1.
3. Exceptions to these rules shall be handled on a case-by-case basis as determined by the General Manager – Operations. City of Eau Claire scheduling is determined through a contract approved by the City Council and the School Board.

CANCELLATION AND NO-SHOW FEES

1. The User shall notify the B&G/Facility Office of all cancellations.
 - a. For events scheduled during standard operating hours of the facility, a notice of two (2) business days shall be given.
 - b. For events scheduled outside of standard operating hours, a notice of five (5) business days shall be given.
2. If the above deadlines for cancellation are not met, a \$10 cancellation fee shall be assessed for each date that is canceled, plus the listed rental fee for the space(s) at the non-profit rate on the fee schedule.

3. ECASD reserves the right to cancel any event due to unforeseen circumstances and no fees shall be assessed.
4. When schools are closed or close early due to inclement weather or other emergencies, all community activities and events are canceled. ECASD shall not be responsible for any losses the User may incur as a result of school closings due to inclement weather or other emergencies. The User shall comply with all weather warnings, alarms, or other life safety warnings.
 - a. If school should move to a virtual learning day, a decision will be made regarding the afternoon/evening use of facilities by community groups and be posted on the Facility Use/Rental Webpage by noon.
<http://www.ecasd.us/District/Departments/Buildings-and-Grounds/Facility-Use-Rental>

CONFORMANCE WITH STATE AND LOCAL LAWS

1. Facility use shall conform to all state laws and local ordinances.
2. Facility capacities shall not be exceeded.
3. Service animals are permitted in the facilities under provisions of the Americans with Disabilities Act. Prior approval must be obtained from the General Manager – Operations for allowing animals as part of a facility agreement.
4. Exceptions to these rules shall be handled on a case-by-case basis as determined by the General Manager – Operations.

RIGHT TO ENTER AND INSPECT

1. School Board Commissioners and designated ECASD employees have the right to enter and inspect school facilities at any time they are being used. They have the right to require compliance with ECASD rules and may impose any rule that may be necessary for the safety of the facility occupants.

STANDARD OPERATING HOURS

1. Standard operating hours/calendar is defined as Monday through Friday, when school is in session, and a custodian is on duty as part of their normal assignment.
2. ECASD facilities are closed for community use on the following observed holidays: January 1st, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24th, December 25th, and December 31st.

SUPERVISION AND CROWD CONTROL

1. ECASD is not responsible for the supervision of participants. For their safety, youth participants should not be onsite without adult supervision, and the event may not begin until the adult supervisor is present. The User is responsible for informing participants and their families, if applicable, that they shouldn't arrive prior to that time.
2. Adult supervisor(s) designated by the User shall ensure the following:
 - a. The designated supervisor shall report to the facility at least 15 minutes before the scheduled event and should supervise participants as they enter the school building.
 - b. Custodial or other staff have the right to ask to see the Approval Notification. An electronic image of the Approval Notification is acceptable.
 - c. Advise the custodian or ECASD employee in charge of any damage.
 - d. Notify the custodian or ECASD employee in charge of any accident or injury and assist in filling out a digital accident report form. A link to the form can be found on the ECASD website.
 - e. The designated supervisor shall not leave until all students are picked up and/or have left the campus.
3. The User shall prohibit the possession, use of, selling, distribution, or delivery of intoxicating beverages or illegal substances and the use of tobacco on ECASD property. Any weapon use or possession shall follow ECASD Policy.
4. The User shall provide, at the User's expense, supervision, chaperones, or crowd control personnel in sufficient numbers to control the event. When necessary, the User shall provide parking attendants to ensure parking regulations are followed and traffic is controlled.
5. Users shall remain in designated areas at all times.
6. Users shall complete their activity by the designated time on the rental agreement.
7. Facilities and fields used shall be left in good condition and free from refuse and other debris.

CUSTODIAN OR ECASD EMPLOYEE MUST BE PRESENT

1. A custodian or an ECASD employee designated by the General Manager – Operations shall be in the building during the use of the facility.

ISSUANCE OF KEYS

1. Keys shall not be issued to Non-ECASD users without prior approval from the General Manager – Operations.

TELEPHONE USE

1. It is the User's responsibility to provide a mobile telephone for emergency or other use.

COMPUTER NETWORK

1. Guest access to ECASD Wi-Fi is allowed.

INSURANCE

1. The User agrees to provide to the B&G/Facility Use Office a minimum of five (5) business days prior to the event a Certificate of Liability Insurance proving coverages limits satisfactory to the ECASD and shall name ECASD as an additional insured on liability policy and shall include the following:
 - a. Eau Claire Area School District, 500 Main Street, Eau Claire, WI 54701 should be listed as Certificate Holder.
 - b. In order to allow for use of any ECASD facility, the Description of Operations/Locations should include Additional Insured language for use of all ECASD Facilities.
 - c. A 30-day notice of policy cancellation endorsement.
 - d. A waiver of subrogation endorsement.
2. Insurance carriers must be domestic (U.S. Based).
3. The User shall maintain the following minimum levels of coverage during the term of the agreement for general liability (including volunteers, if used):

\$1,000,000 Per Occurrence – Commercial General Liability, and
 \$2,000,000 Aggregate – Commercial General Liability, and
 \$1,000,000 Umbrella Liability, that follows form and has \$0 retention
 Or
 \$1,000,000 Per Occurrence - Commercial General Liability
 \$3,000,000 Aggregate - Commercial General Liability
4. In the event that the above additional insured document is unattainable, please contact the B&G/Facility Use Office for information regarding a Tenant User Liability Insurance Policy.

CONCESSIONS/FOOD SERVICE

1. The User shall secure and pay for required state and local permits prior to the event. A copy of the permit shall be provided to the B&G/Facility Use Office a minimum of five (5) business days prior to the event.
2. The use of ECASD kitchens and/or the commercial equipment requires an ECASD food service worker or ECASD trained volunteer food coordinator to be present. Additional fees may apply.
3. Kitchen equipment, including coolers, shall be left clean, sanitized, and in the exact order in which it was found. Additional charges for clean-up shall be billed if the kitchen and coolers are not left clean and in order.
4. The use of any ECASD food service food or consumable supplies is prohibited.
5. No animals shall be allowed in areas where food is prepared and served.
6. Use of ECASD kitchens cannot be requested via the online scheduling system; they must be requested by completing an application form and submitting it to the B&G/Facility Use Office.
7. Use of ECASD concession stands may be scheduled through the ECASD scheduling system or by completing an application form and submitting it to the B&G/Facility Use Office.

SCRIMMAGES, TOURNAMENTS, COMPETITIONS, EVENTS, AND CAMPS

1. Events between teams from the same organization may occur during any rented time in coordination with Facility Use Office and if proper insurance documentation is on file prior to event.
2. Events for members from different organizations, please see tournament invite process.
3. Camps open to the public, fall under invites.

PROMOTIONS

1. The User operator is considered an independent contractor and is solely responsible for all aspects of the event and are not functioning as employees of ECASD.
2. Using the name of the school, ECASD, or the school mascot as part of the promotional materials is prohibited.
3. The following disclaimer shall be posted on all promotional materials in a prominent manner:
"THIS ACTIVITY IS NOT AN ECASD ACTIVITY"

GYM USE

1. Food and beverages other than water are prohibited in all gym spaces. Water containers must have a sealable cap included.
2. Only clean, dry gym shoes may be in gyms. Wet boots & shoes must remain outside of gyms.
3. Users shall respect the facility, equipment, and learning materials at all times. Mats, wall climbers, and climbing walls are not for public use.

SWIMMING POOL

1. A certified lifeguard shall be on deck at all times when the pool is in use. One guard is required for 25 or fewer swimmers; two guards are required for more than 25 swimmers. The User is responsible for providing and paying lifeguards.
2. Lifeguards must provide their own rescue tube and safety-equipped fanny pack.
3. A copy of the certification for the lifeguard(s) shall be provided to the B&G/Facility Use Office at least five (5) business days prior to the event. ECASD will ensure that a copy of the certification for the lifeguard(s) is placed in the pool supervision binder.
4. Building swimming pool rules shall be followed.

AUDITORIUMS AND THEATERS

1. The User shall be solely responsible for the promotion and publicity of the event, payment of royalty fees, dramatic rights, fees for dramatic musical works or performances, and fees required by unions or similar organizations.
2. Painting and construction, other than final set assembly, or any other activity that may damage the stage is strictly prohibited.
3. The use of theatrical smoke as part of an event must be approved by the General Manager – Operations in advance.
4. The use of pyrotechnics is prohibited.
5. The rental charge for pianos does not include piano tuning. The User is responsible for arranging for and paying the cost of piano tunings, if needed.
6. The setup of Auditoriums and Theaters will be coordinated by the User, the B&G/Facility Use Office, and the Auditorium/Common Areas Coordinator.

EVENTS REQUIRING SECURITY

If any group or individual plans to request the use of ECASD facilities to conduct any event requiring security, said group or individual shall:

1. Consult with the Eau Claire Police Department concerning the needs for security at the event.
2. In the event that the Eau Claire Police Department anticipates that there will be costs associated with providing appropriate security at the event, ECASD facilities shall not be made available for said event unless the Eau Claire Police Department provides written certification to ECASD that all anticipated security costs have been paid in advance by the group or individual who plans to use ECASD facilities to conduct the event.

INDEMNIFICATION

1. Contractor agrees to defend, indemnify, and hold harmless District, its school board, administration, employees and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by Contractor's negligence as a result of Contractor's use or occupancy District's land, facilities, or equipment. The Contractor agrees to provide, upon request, a certificate of insurance for liability coverage satisfactory to the District that names the District as an additional insured on said liability policy.
2. The District agrees to defend, indemnify, and hold harmless the User, its board, agents, employees and volunteers, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by District's negligence as a result of the User's use or occupancy of the District's land, facilities, or equipment while providing Services except if such cost, loss claim action or judgment is caused by the negligence of User.