

EAU CLAIRE AREA SCHOOL DISTRICT
FACILITY RENTAL CONDITIONS OF USE FOR COMMUNITY EVENTS
JULY 1, 2019

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.

CONFIRMATION

1. Buildings and Grounds shall process the Application for Facility Use and send a confirmed rental contract once it has been approved.
2. Changes, corrections, or additions must be made in writing or email and sent to the Buildings and Grounds Department. 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 the District and shall be billed to the User.
3. Payment of the Application Fee is due when the application is submitted. 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 the Eau Claire Area School District Buildings and Grounds Office or the Eau Claire Area School District Accounting 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 District 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 of those times may result in additional charges.
 - c. The User shall be billed for damage to school property and/or equipment.

SCHEDULING

1. Applications for Facility Use shall be processed in the order they are received based on the following schedule:
 - Class 1 use is scheduled prior to April 30th
 - Class 2 requests shall be accepted on or after May 1st
 - Class 3 requests shall be accepted on or after June 1st
 - Class 4 requests shall be accepted on or after July 15th

Exceptions to these rules shall be handled on a case-by-case basis as determined by the Director Buildings and Grounds.

2. The following user classifications have been established and determine the priority of scheduling for the use of facilities.

Class 1

All Eau Claire Area School District activities, school booster clubs, SACC Programs, and PTO/PTA organizations

Class 2

Activities organized by and under the jurisdiction of the Eau Claire City Park and Recreation Department

Class 3

Activities of Organizations that:

1. Are located in the Eau Claire Area School District.
2. Are comprised primarily of students of the Eau Claire Area School District

Class 4

Activities of all other organizations

CANCELLATION AND NO-SHOW FEES

1. The User shall notify the Buildings and Grounds Office of any cancellation in writing (email is acceptable) within the following parameters:
 - a. For events scheduled during standard operating hours of the facility, a notice of one business day shall be given.
 - b. For events scheduled outside of standard operating hours, a notice of five (5) business days' notice 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 on the fee schedule.
3. The District reserves the right to cancel any event due to unforeseen circumstances and no fees shall be assessed.
4. When schools are closed due to inclement weather or other emergencies, after-school activities and community events are canceled. The District 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.

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 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 Director Buildings and Grounds.

RIGHT TO ENTER AND INSPECT

1. School Board commissioners and designated School District 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 District 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 his/her normal assignment.

(Note: If additional custodial assistance is needed due to the size and nature of the event, it shall be billed at the applicable rate.)

2. District facilities are closed for community use on the following 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. Adult supervisor(s) designated by the User shall ensure the following:
 - a. The Eau Claire Area School District (District) 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 supervisor should report to the facility at least 15 minutes before the scheduled event and should communicate with participants, in writing, to inform them that they shouldn't arrive prior to that time.
 - b. Custodial or other staff have the right to ask to see the contract. An electronic image of the contract is acceptable.
 - c. Advise the custodian or school employee in charge of any damage.
 - d. Notify the custodian or school 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 District Website.
 - e. The designated supervisor shall not leave until all students are picked up and/or have left the campus.
2. The User shall prohibit the possession, use of, selling, distribution, or, delivery of intoxicating beverages or illegal substances and the use of tobacco on school property. Any weapon use or possession shall follow Policy 832.
3. 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 insure parking regulations are followed and traffic is controlled.
4. Users shall remain in designated areas at all times.
5. Users shall complete their activity by the designated time on the rental agreement. District staff will confirm departure of all participants 15 minutes after the designated departure time.
6. Facilities and fields used shall be left in good condition and free from refuse and other debris.

CUSTODIAN OR SCHOOL EMPLOYEE MUST BE PRESENT

1. A custodian or a school employee designated by the Director of Buildings and Grounds shall be in the building during the use of the facility.

ISSUANCE OF KEYS

1. Keys shall not be issued to Non-School District users without prior approval.

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 District WiFi is allowed.

INSURANCE

1. The User agrees to provide a certificate of insurance for liability coverages satisfactory to the District and shall name the District as an additional insured on said liability policy. User shall also provide a physical copy of the additional insured endorsement to the District's representative.
2. Insurance carriers must be domestic (U.S. Based) and have a Best's rating of B+ or better.
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
 - \$1,000,000 Aggregate – Commercial General Liability, and
 - \$1,000,000 Umbrella Liability, **that follows form and has \$0 retention**
4. In the event that the above additional insured document is unattainable, the District may require certain Users to provide a certificate of insurance evidencing home owner or renter insurance coverage of no less than ~~\$100,000~~ **\$250,000** of general liability coverage per occurrence/aggregate. The Eau Claire School District shall be named as **additional insured/certificate holder**.

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 will be sent to the Buildings and Grounds office.
2. The use of School District kitchens and/or the commercial equipment requires a school district food service worker or a School District 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 school 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 school concession stands shall be cleared with the building administrator prior to the time of application.

SCRIMMAGES, TOURNAMENTS, COMPETITIONS, EVENTS, AND CAMPS

1. Events between teams from the same organization may occur during any rented time.
2. Events for Class 2, 3, and 4 that include members from more than one organization shall require a separate application for Facility Use. It must be completed for each scrimmage, tournament, competition and/or camp.
 - a. Additional insurance requirements and fees may apply.

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 the District.
2. Using the name of the school, the District, 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 A SCHOOL DISTRICT ACTIVITY"

GYM USE

1. Drinking water is allowed in the gym. All other food or beverages are prohibited. Exceptions to this will be handled on a case by case basis by the Director of Buildings and Grounds.
2. Users shall respect the facility, equipment, and learning materials at all times. Mats, wall climbers, and climbing walls are not for public use.
3. It is the responsibility of the District to ensure the space is set up per the specifications of the contract. Any concerns with space set up should be directed to the building supervisor/custodian. Contact information for building supervisor/custodian will be posted for all groups in rentable spaces.

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 less 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 submitted to the Buildings and Grounds Office at least 5 business days prior to the event. The District 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 Director of Buildings

- and Grounds 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. It is the responsibility of the District to ensure the space is set up per the specifications of the contract. Any concerns with space set up should be directed to the Auditorium or Event Manager. Contact information for Auditorium or Event Manager will be posted for all groups in rentable spaces.

INDEMNIFICATION

1. The User agrees to defend, indemnify, and hold harmless Eau Claire Area School 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 User's negligence as a result of User's use or occupancy of District's land, facilities, or equipment.

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 the Eau Claire Area School District's negligence as a result of the District's use or occupancy of the District's land, facilities, or equipment.

Last Revision: 2/6/17, 3/26/2018, 5/7/2018, 12/3/2018, 1/7/2019, 4/26/2019