



<p>4. Guidelines</p>	<p>An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Director of Athletics, Student Activities, and Facilities.</p> <p><u>Application Process</u></p> <p>An individual or community group requesting permission to use school buildings, facilities, or school property must submit the completed Application for Use of School Facilities form to the office of the Director of Athletics, Student Activities, and Facilities at least 30 days prior to the use of the facility. If the application is accepted and the date(s) tentatively reserved, the individual or group is notified that a Certificate of Liability Insurance is required before a Contract can be generated. Proof of Liability Insurance must be submitted three weeks prior to the event or preferably with the application. If the required documents meet with final approval, all parties sign the Contract, the use of school facilities is granted by the Ephrata Area School District to the individual or group. Applications are available in the office of the Director of Athletics, Student Activities, and Facilities or on the School District website.</p> <p><u>Conditions of Use</u></p> <p>The conditions stated below and throughout this policy shall govern the use of school buildings by nonschool groups. It is important that the conditions be read and understood by all persons and groups renting and using school facilities.</p> <p>Employees who find that any facilities have been abused or damaged by a group using the facilities are required to report such damage immediately to the principal's office in the building where the damage occurred. The principal will submit a written report to the Superintendent or designee.</p> <p>There will be a school custodian or a school representative on duty or on call at all times when school facilities are in use. Conduct detrimental to the public interest or abuse of the building is not permitted. It shall be the duty of the organization sponsor to enforce this regulation.</p> <p>Sponsoring groups are responsible for the proper use of all school equipment and facilities. The building and equipment must be left in a clean, orderly condition. Failure to do so will result in appropriate charges to the sponsoring groups.</p> <p>Wherever possible, nonpaid rentals should be scheduled during regular custodial work hours.</p> <p><u>No Use During School Closing/Early Dismissal</u></p>
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required to be present during the rental period.

Group B – Nonprofit

This group includes any nonprofit individual group or organization whose basic purpose, as a result of the use of school facilities, is primarily for the direct benefit of the residents of the School District. This group shall be required to pay rental fees per the District rate schedule unless a specific waiver of fees is requested and approved by the Board of School Directors.

Group C – Profit-Making

This group includes any person, group, or organization seeking the use of school facilities for a purpose or benefit other than those stated in Groups A or B above, including commercial purposes. This group shall be required to pay rental fees per the District rate schedule.

Group C rates shall apply if a nonprofit group is being used in name only to host an event at District facilities for the benefit of a profit-making group.

It shall be the right of the Superintendent or designee to determine the classification of any group wishing to use school facilities.

Cancellations

A written cancellation notice must be postmarked at least seven (7) days prior to the rental date. Sponsoring groups will be responsible for the full rental fee unless the written cancellation notice is received within the time specified.

All use of facility agreements are subject to modification or cancellation by the District because of noncompliance with the terms and conditions of the agreement by the lessee. Additionally, the District reserves the right to withdraw the grant of use of the property at any time that the property is necessary for District use regardless of notice.

Food Service Facilities

Any activities which require kitchen services must be coordinated with the Food Service Department.

All school kitchens, cafeteria supplies, and equipment are not available for use unless a cafeteria worker is present at all times. The charge will be based on contracted rates.

Cafeteria service may be offered to school-related organizations and to groups that are too large to be served elsewhere in the community. Banquet menus and prices are available through the Food Service office.

The sale or distribution of food or beverages in school auditoriums or gymnasiums is prohibited.

Use of District Grounds

Responsible public use of District-owned outside play areas and grounds is encouraged. However, in order to protect the District property from vandalism or other abuse, the following shall be in effect:

1. Licensed vehicles may be operated only on driveways and parking lots.
2. Unlicensed motor vehicles, including but not limited to minibikes, snowmobiles, ATVs, and the like, shall not be operated on District property.
3. Nonmotorized conveyances (excluding bicycles), i.e., skateboards and the like, shall not be operated on District property.
4. Absolutely all vehicles are prohibited on the track and tennis courts at all times.

Liability

The Ephrata Area School District will not assume any responsibility of liability that may occur from a lessee or its guests using Ephrata Area School District facilities. The lessee assumes all liability for injuries to person(s), as well as loss and damage to property, occurring as a result of its use of District facilities, and further agrees to indemnify and hold harmless the District from any liability, costs or damages (including attorneys' fees) arising from such use. In addition, the School District requires that any nonschool organization leasing District facilities provide a current certificate of insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage, unless the School Board approves a waiver of such requirement. The School District reserves the right to terminate a lease agreement if the necessary proof of liability insurance is not provided at least three (3) weeks

24 P.S. 511	<p>prior to the scheduled event or preferably with the application.</p> <p><u>Rental Fees</u></p> <p>Rental fees cover the use of facilities, lighting, heat, and normal custodian costs during the activity.</p> <p>Overtime is charged when the custodian works beyond a forty (40) hour workweek.</p> <p>Arrangements for the use of extra facilities must be made at the time the fee is determined. Special requests involving labor and/or extra services will be charged at cost.</p> <p>The rental fee is determined by the Director of Athletics, Student Activities, and Facilities, based on a fee chart approved by the School Board. The rental fee must be paid unless the School Board approves a waiver of such fee.</p> <p><u>Violations</u></p> <p>The district reserves the right to remove from district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.</p> <p>In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, that individual or community group forfeits the right to submit future written requests to use school district property, unless otherwise decided by the Board.</p> <p>References:</p> <p>School Code – 24 P.S. 510.2, 511, 775, 779</p> <p>Department of Revenue Regulations – 61 PA Code 901.1, 901.701</p> <p>Local Option Small Games of Chance Act – 10 P.S. 328.101 et seq.</p> <p>Pro-Children Act of 2001 – 20 U.S.C. 7972, 7973, 7905, 7971 et sec</p> <p>18 Pa. C.S.A. 6306.1</p> <p>School Policy - Pol. 904</p>
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