

## RENTAL POLICY FOR SCHOOL FACILITY USE

*\*\*This document is to be agreed to at the time of application. This document was created to add additional detail and clarity to the "MCPS Rules and Regulations Governing Use of School Facilities" located on the back for the rental agreement.*

### USE OF SCHOOL FACILITIES

**The school district supports community use of school facilities for both educational and recreational purposes. The use of the facilities will follow the priority of:**

1. School-sponsored activities
2. Community recreation, youth groups and cultural activities
3. Other activities.

**General public use requests must be shown to be:**

- Legally and culturally acceptable
- Open to all regardless of gender, race, creed or national origin

**Approval of Applications will be based upon the following:**

- Benefits to the community and the district
- Educational and/or physical contribution to the participants
- Potential wear and tear on the school facilities
- Availability
- Legally and culturally acceptable
- Open to all regardless of color, sex, creed or national origin

**District Affiliation:** The district disclaims any affiliation with the renter.

- The renter understands that the district, by permitting use of its facility(s), does not support, advocate, or endorse the renter's religious, political, or social philosophy.
- The renter understands that the following disclaimer is to be included in all promotional and advertising material. *"This event is not a Missoula County Public Schools sponsored event and does not represent the views of the MCPS board."*

### CANCELATIONS BY MCPS AND RENTER

- MCPS reserves the right to cancel or move the location of all rentals as may be required to accommodate school functions, unavailable custodial staff, or due to unanticipated conditions.
- All rental activities will automatically be cancelled on the days the school has been canceled. The Operations and Maintenance Office will make reasonable efforts to notify renters of changes and cancellations.
- The applicant shall submit a **written** notice requesting cancellation of, or changes to, an approved schedule. The request **must be received** at the Operations and Maintenance office or by email to [kmtorotirch@mcps.k12.mt.us](mailto:kmtorotirch@mcps.k12.mt.us) no later than 9:00 a.m. three business days prior to the event date. Failure to provide **written** notice using these timelines may result in full payment.

### **General Rules/Guidelines**

- Facilities will not be scheduled more than one year in advance. **Note:** Most schedules cannot be approved this far in advance.
- The "MCPS Facility Use Agreement/Application for Facility Use" must be signed by an authorized representative of the organization using the school facility and by an Operations and Maintenance representative of MCPS.
- The "MCPS Facility Use Agreement/Application for Facility Use" may not be accepted later than **ten business days** prior to the event. Such agreement/application must be complete including setup needs when received by MCPS.

- Renters shall only be allowed to use the building spaces or grounds for which they have rented and are paying for.
- **Cafeteria** rentals do not include the use of the kitchen, unless approved by Food Service and Operations and Maintenance. Use of kitchens shall require the presence of MCPS food service personnel.
- At least one **custodian** shall be in the school at all times during the rental. Special exceptions require the Operations and Maintenance Supervisors approval as well as the school Principal.
- **Auditorium Use:**
  - **Lights:** House lights can be used without the assistance of a stage technician. A stage technician is required for use of lights other than house lights.
  - **Food & Drink:** There is to be no food or beverages on the stage or in the seating areas of an auditorium.
  - **Fire and/or Open Flame:** By request of the Fire Department and concern for public safety, fire and/or open flame are not permitted on stage or in the seating of an auditorium.
- **Equipment:** Any equipment that may be used as part of this agreement may not be removed from district property.
  - **Tables:** A few tables may be used upon request, availability and pre-approval.
- **Large Events:** The Operations and Maintenance Specialist will give you the name and phone number to a school event coordinator or another designed custodian. It is the renters responsibility to schedule a walkthrough prior to your event as needed and to be sure the school can fulfil your setup needs as expressed on the “MCPS Application/Agreement for Building or Facility Use”.
- **Designated Point of Contact:** Each rental request shall include the name and contact information of a single person who will be that organizations only point of contact with the Operations and Maintenance Specials for scheduling and rental coordination purposes. The Operations and Maintenance Specialist will only make changes or discuss the schedule with the point of contact listed on the “MCPS Facility Use Agreement/Application for Facility Use”.
- **Damages:** The renter shall be responsible for the entire cost to correct any and all damages that occur to buildings or grounds as a result of their rentals, whether caused by attendees or participants, as determined by the Operations and Maintenance Supervisor.
- **As-Is Conditions:** School buildings, facilities and equipment shall be accepted by renters in their existing “as-is” condition. Reasonable accommodations and repair attempts will be made where possible to facilitate rentals.
- **Arrival, Departure and Setup Times:** Setup time must be included on the “MCPS Facility Use Agreement/Application for Facility Use” and is considered part of your rental time. Therefore, the rental group will be charged for the time needed to setup. The school facilities shall only be made available for the hours indicated the “MCPS Facility Use Agreement/Application for Facility Use” or a written notice to the Operations and Maintenance Specialist received three business days before the event.
- **Summer Requests:** Summer requests are rarely granted in the elementary and middle schools, so that schools can be cleaned and repaired. High School rentals are limited as well.
- **Sports Balls:** Only rubberized sports balls made for indoor use are allowed in the buildings. Any scratching of gym floors from bases, pitching mounds, unauthorized sports balls and/or gym misuse could result in loss of gym use and/or additional charges.
- **Decorations/Signs/Tape:** Decorations and signs may not pose a fire or safety hazard. Decorations and signs must be removed at the end of use. Staples, nails and tacks are not permitted to hang any items. Only painters tape or items such as “Sticky Tack®” can be used. Painters tape may be used on gym floors if necessary. **All decorations, signs and tape must be removed at the end of use so that there was no sign of such items.**

- **Cleanup:** All trash should be disposed of in provided receptacles. If chairs and/or tables are moved they must be returned to the original location at the end of your use.
- **Use of District Buildings by District Employees:** Individual employees of the District may not use school facilities for non-district activities without completing the “MCPS Facility Use Agreement/Application for Facility Use”, receiving Operations and Maintenance approval, paying appropriate fees and providing insurance (if required). Employees of the District cannot use school facilities for programs which allow for personal profit i.e. private class offerings, art studios, camps, etc. without completing the “MCPS Facility Use Agreement/Application for Facility Use”, receiving Operations and Maintenance approval, paying appropriate fees, and providing insurance (if required).
- **Birthday Parties, Weddings, Receptions Etc.:** The District will not rent facilities for parties such as weddings, receptions, birthday parties, etc.
- **Funerals:** Funerals will not be held on school grounds unless approved by the district superintendent or designee. If a funeral is held at a school, it will be held outside of the school day.
- **K-8 Field Use:**
  - K-8 fields may be used by all residents with the understanding that the user agrees to indemnify and save harmless the school district and its agents and employees from all claims, suits, actions of any nature and description for or an account of any injury, damage or liability to persons or property arising from the use of the school property.
  - Field use is available on a first come first serve basis outside of school hours and school use.
  - Large events, tournaments, and large practices are not permitted.
  - Users must follow local laws as well as the rules stated in this document.

### **SUPERVISION/BEHAVIOR**

#### **Supervision:**

The renter must provide sufficient adult supervision (minimum of 21 years of age) at all times. Supervisors should maintain a safe environment, crowd control, ticket sales, ushers, security of personal property, and enforcement of the facility Rules and Regulations, and state laws and local ordinances.

- Children must be closely supervised at all times.
  - No running/playing in halls and bathrooms.
  - No crawling under bleachers.
- Attendees or participants of the rental shall not enter school areas that are outside of the rental space or associated common space (bathrooms and hallways).
- Under no circumstances will custodians or any other MCPS staff member be responsible for supervisor of participants before, during or after an activity.
- The rental supervisor must notify the custodian on duty of any safety issues, spilled drinks, injury's, etc.

#### **Behavior:**

- At all times, orderly conduct shall be required by the renter, participants, performers and the audience.

Rude, offensive or illegal behavior or language by any attendees or participants of a rental shall be considered grounds for immediate revocation of facility use, including but not limited to the following:

- **Smoking and Tobacco**
- **Alcoholic Beverages**
- **Illegal or Illicit Drugs**
- **Weapons:** Weapons, including knives and fire arms, are prohibited in all school buildings and on school property.
- **Food and Drinks:** Food and drinks are permitted in approved areas only. Check with the custodian before bringing drinks or food into a gym. Each school is different. Only water is allowed on the field turf.
- **Attire:** Proper dress and attire shall be worn at all times by attendees or participants in rentals. Shirts and shoes shall be worn at all times, and appropriate athletic shoes shall be used on athletic floors.

## INSURANCE

- MCPS reserves the right to require any groups to supply liability insurance, with MCPS co-insured for an amount specified by the business office. The decision will be made on an individual renting group basis dependent upon risk level.
- Insurance may be required at the time of application before the event(s) are approved.

## CHARGES AND PAYMENT

### **Charges:**

- **Custodial charges** of \$25 per hour may apply during certain rental periods when custodians are working in the building, such as events with a large number of people or which result in extraordinary custodial duties. Some events require more than one custodian at \$25 per hour.
- **Grounds keeper** charges for \$25 per hour may apply for painting fields or to be on site during large events.

### **Payment(s):**

- All fees are payable on receipt of invoice and due within 30 days of invoice date. Continuously late payments or failure to make payments will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action.
- **Payment Options:** Cash payments must be presented in person to the Operations and Maintenance Office at 915 South Ave W Room 102 and a receipt will be issued at that time. Payments by check may be mailed or delivered to the Operations and Maintenance office (915 South Ave W, Missoula, MT 59801).
  - Make checks payable to Missoula County Public Schools and reference your invoice number on the memo line.
- **Pre-Payment:** Pre-payment may be required at the discretion of the Operations and Maintenance Specialist and/or the Operations and Maintenance Supervisor.
- **Deposits:** A deposit may be required at the discretion of the Operations and Maintenance Supervisor.
- **Fee Appeal:** Non-profit organizations may request a fee waiver or reduction by completing the MCPS Facility Rental Fee Appeal. This form is available by emailing [kmtortorich@mcps.k12.mt.us](mailto:kmtortorich@mcps.k12.mt.us). This form must be complete and accompany the "MCPS Application/Agreement for Building or Facility Use" form. The Operations and Maintenance Supervisor will review and make a decision on a case by case basis.

## MCPS STADIUM RENTALS

- **Long Term Rental:** There shall be no long-term rental agreements for the field.
- **Food & Drink:** Food and drink will only be permitted in designated areas. Only water is allowed on the turf and track.
- **Field Turf Limitations:**
  - **No: bikes, cleats on tracks, rollerblades, skateboards, baby carriages, motor vehicles, tents, stakes, "cinder track" spikes, shop puts, animals, sports drinks, soda, gum, seeds and tobacco.**
  - **Assemblies with platforms and chairs shall be limited and precautions shall be taken to avoid damage.**