

# Niles Community Schools

Niles, MI

## CONTRACT FOR RENTAL/USE OF A SCHOOL FACILITY

Complete, sign and return this form to the building principal or administrator in charge of the facility you wish to use.

Name of organization/ person	
Address	
City, state, zip	

Dates/times of use	
Contact/person assuming financial liability	
Contact's phone	
Contact's email	

Facility	Non-Profit	For Profit	Charges	Purpose / Special Arrangements / Needs
Senior High Auditorium	\$60.00	\$120.00		
Senior High Main Gymnasium	\$50.00	\$100.00		
Senior High Auxiliary Gymnasium	\$35.00	\$70.00		
Senior High Locker Room	\$10.00	\$20.00		
Senior High Cafeteria	\$30.00	\$60.00		
Senior High Kitchen	\$15.00	\$30.00		
Senior High Classroom	\$15.00	\$30.00		
Senior High Viking Stadium	\$175/hr	\$350/hr		
Senior High Baseball Field	\$75	\$150		
Senior High Softball Field	\$75	\$150		
Senior High Weight Room	\$75	\$150		
Senior High Commons	\$30	\$60		
Senior High Champs Field	\$75	\$150		
Middle School (and Ballard) Gymnasium	\$35.00	\$70.00		
Middle School Locker Room	\$10.00	\$20.00		
Middle School Cafetorium	\$35.00	\$70.00		
Middle School Kitchen	\$15.00	\$30.00		
Middle School Classroom	\$15.00	\$30.00		
Elementary Gymnasium	\$20.00	\$40.00		
Elementary Cafeteria (Ballard only)	\$35.00	\$70.00		
Elementary Kitchen (Ballard, Howard only)	\$15.00	\$30.00		
Elementary Classroom	\$15.00	\$30.00		
Apple Festival Grounds – Grounds located between bus garage and Ring Larder Middle School	TBD	\$1,000.00		
Administrative Center Board Room	\$25.00	\$50.00		

### Additional Fees to be billed after event

Position	Standard Hourly Rate (Sunday time-and-half)	Total
Auditorium Manager		
Custodians		
<b>Security</b>		

IT IS ACKNOWLEDGED BY THE UNDERSIGNED THAT THE INFORMATION ABOVE IS ACCURATE, AND **THAT THE INFORMATION ON THE 2ND & 3RD PAGE HAS BEEN READ AND AGREED TO.**

IT IS FURTHER AGREED BY THE UNDERSIGNED THAT THE ORGANIZATION/PERSON WILL SAVE AND HOLD THE BOARD OF EDUCATION, BUILDING ADMINISTRATOR, AUDITORIUM MANAGER, CREW, CUSTODIAL STAFF, SECURITY OR THE NILES COMMUNITY SCHOOL DISTRICT HARMLESS OF AND FROM ANY AND ALL LOSS, DAMAGE OR INJURY WHICH IT MIGHT SUSTAIN OR BECOME LIABLE FOR, TO ANY PERSON OR PERSONS WHOMSOEVER, OR PROPERTY, ARISING FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER TO AND ABOUT, DURING AND BECAUSE OF THE USE OF THE FACILITY

\_\_\_\_\_  
Organization designee, or individual

\_\_\_\_\_  
principal/administrator

\_\_\_\_\_  
date

PLEASE SEE NEXT PAGE

## RENTAL/USE CONDITIONS

**PRIORITY:** Priority will be given to school related functions (plays, concerts, programs, PTO meetings, event practices, etc.) followed by athletics, community organizations, and individuals. Non-profit functions will be given preference over profit functions. School facilities will not be used for private parties, reunions, receptions, etc. or for an individual to use for commercial purposes.

**THE CONTRACT:** A contract must be completed by everyone wishing to use school facilities for events scheduled to begin other than on or about the end of the regular school day.

Applications for use may be made with the principal or administrator (or designee) of the building to be used. With the principal or administrator's approval the signed application may become a contract and be added to the building schedule. If applicable the estimated cost of using the facility shall be paid before the activity occurs. Any added costs will be billed after the activity occurs and will include any damage costs. **Failure to pay within 30 days is sufficient reason to be denied future use of the school facilities.** Cancellations must be made with the principal or administrator (or designee) at least 48 hours before the scheduled event and any costs to the district prior to the time of cancellation shall be recognized as a liability of the person who signed the contract.

**SPONSOR:** Groups must have a recognized, responsible adult sponsor at least 21 years of age. This adult must sign the contract and be present when the facility is used. The sponsor should be carrying a copy of the rental agreement with them while in the facility.

**CONDUCT:** Smoking is not permitted on any school grounds at any time. Smoking is allowed in designated areas, outside the buildings, after 6 pm. Alcoholic beverages are not permitted on school property. Federal law establishes a "Weapon-Free School Zone" that extends 1,000 feet from the boundary of any school property. The principal, administrator or custodian has the authority to limit the use of the building to the terms of the contract. Any disorders will be reported to the police. Renter agrees to follow **all policies** of the Niles Community Schools Board of Education.

**USE TIME:** Use of the rental facility shall be **limited to (four) hours**. Additional use shall be charged at an hourly rate (computed at 25% of initial use cost).

**WEEKDAY USE:** Facility use shall conclude 30 minutes prior to the end of the custodial work day (about 10:30 pm).

**CUSTODIAL CHARGES:** During the week, no additional custodial charges will be required. On the weekends the need for custodial services will be determined by the Director of Operations. Custodial charges will be at the rate of \$25.00 per hour.

**SECURITY:** When, in the opinion of the principal or administrator, security is needed during the time of the activity, the costs of such services shall be added to the contract.

**AUDITORIUM AND DRESSING ROOMS:** There are no specific dressing rooms for the auditorium. An adjacent storage area ("green room") can be used as a dressing room at no extra cost. Typically, the choir room and room 67 get used as dressing rooms. These are separate costs and may not be used Monday-Thursday evenings.

**TECHNICAL DIRECTOR/STAGE CREW:** The technical director (TD) has sole discretion as to when he and/or the stage crew will be present for any activities in the auditorium, as well as how many crew members are needed to conduct any activities in the auditorium in a safe manner. For groups not directly affiliated with Niles Community Schools, the TD and crew will be paid at an hourly rate for any time they are in the auditorium that is directly related to the organization's activity. This may include set up time when the organization is not actually in the auditorium.

**RESPONSIBILITY FOR LOSS AND DAMAGE:** The individual signing the contract assumes responsibility for the use of the school facility and equipment. Accordingly, the group using the facility may be charged for any damages to the facility or school property. Additional liability insurance may be requested if deemed necessary by the Board of Education. Misuse, as determined by the principal, administrator, or custodian, may result in the offending group's removal and/or suspension from further use of school facilities. A deposit of up to \$100.00 may be required when the activity may be of such nature as to cause damage to property. All areas are to be left as they were found, in good condition.

## **Attachment A**

### **Additions to NCS standard rental agreement -**

All Michigan Department Health and Human Services (MDHHS) Orders as well as Berrien County Health Department (BCHD) guidelines must be followed.

Niles community Schools is not responsible for any fines, fees or penalties caused by lessee not following guidelines/orders. These fines, fees or penalties will be the lessee's responsibility.