

SCHOOL DISTRICT OF BAYFIELD

FACILITY USE POLICY

The Board of Education believes that school buildings are an integral part of the community. Education in Bayfield promotes intellectual, social and physical growth. To this end the Board encourages the use of school facilities by the public, including the Recreation Center.

The right to authorize the use of school facilities shall be retained by the Board and Administration. Such use will be directed by policy and procedures and are permitted when the facilities are free from district curricular and extracurricular activities. The following regulations must be followed:

1. Applications should be made at least two weeks prior to requested use.
2. A full charge will be made for damage or misuse of property.
3. Approved adult supervision shall be provided continuously.
4. Tobacco products/alcohol is not allowed on school premises by state statute.
5. Rooms used must be left clean and furniture arranged as found.
6. Dances for school age students shall be conducted according to the student handbook.
7. Weekend/p.m. temperatures will be set by authorized staff.
8. Whenever a charge for a district staff person is deemed necessary, the organization shall pay additional fees to the District Office.
9. At least one District staff member or person appointed by the Administration shall be on duty during the entire time an individual or group is using a facility.
10. The District will not assume responsibility for the damage or loss of personal property.
11. School equipment shall not be taken from the premises.
12. Activities that could trigger or aggravate a known health condition of, or expose known allergens to, students, staff members, community members, or visitors, are to be avoided before, during and after the school day in district facilities.

Legal Ref.: Sec 118.075 (3), 118.075(4), 120.12 (5)120.13(17), (19), (20), 121.02(1)(i) WI Stats, WI Administrative Code PI 8.01(2)(i), 2009 WI Act 96

Approved: April 8, 1991
Revised: March 11, 1996
Revised: April 12, 2004
Revised: August 12, 2013

SCHOOL DISTRICT OF BAYFIELD

There shall be three (3) general classifications for the purpose of determining the fees for the use of facilities and services. The three (3) classifications are as follows:

CLASSIFICATION I

Includes Bayfield school groups, school affiliated organizations, and a limited number of organizations who serve Bayfield students, non-partisan, non-sectarian, service, government, or non-exclusive associations that are organized for the discussion of public questions or for promotion of public health. These organizations will be entitled to the use of the school property free of charge, except for custodial services if scheduled outside normal custodial working time.

CLASSIFICATION II

Private, cultural, civic, religious, political organizations which sponsor not-for-profit programs at no charge for members of the district general public shall be charged a moderate rental fee in addition to a custodial fee if scheduled outside normal custodial work time. The user will be required to pay a service fee if special police, kitchen help, staff, etc., are necessary for proper conduct during the event.

CLASSIFICATION III

Any organization or individual, except school and school affiliated, which holds an event for the financial advancement of the organization, or that is not open to the district general public, or charges a fee for the event, shall be required to pay the fee under this classification. The user will be required to pay a service fee if special police, kitchen help, staff etc., are necessary for proper conduct during the event.

SCHEDULE OF RENTAL CHARGES

	I	II	III
Classrooms			
High School	N/C	\$5.00	\$10.00
Elementary	N/C	\$5.00	\$10.00
Island School	N/C	\$5.00	\$10.00
Gymnasium			
High School	N/C	\$20.00	\$40.00
Island School	N/C	\$10.00	\$20.00
Stage	N/C	\$10.00	\$20.00
Kitchen			
High School	N/C	\$15.00	\$30.00
Island School	N/C	\$10.00	\$20.00

(all groups will be charged for a cook to be present)

SCHOOL DISTRICT OF BAYFIELD
APPLICATION - AGREEMENT FOR FACILITY USE

Name of Applicant: _____ Date: _____

Address: _____
Street City State Zip

Name of Organization: _____

Name of Person Responsible During Use: _____

Date(s) Desired: _____
Mo. Date Yr. Times - AM PM

Type of Activity: _____

Number of People That Will Be Attending: _____

Admission Charge (if any): Adult \$ _____ Child \$ _____

Is this event open to the District general public? _____

Does your organization have insurance? _____ If so, name of insurance co. _____

Facilities Desired (include room number):

- | | |
|--|---|
| <p>_____ Gymnasium
_____ Classroom(s) _____
_____ Island Classroom(s)
_____ Island Kitchen
_____ Work Room</p> | <p>_____ Island Gymnasium
_____ Administrative Conference Room
_____ Bayfield Kitchen
_____ Stage</p> |
|--|---|

Signature _____ Telephone _____
(Person in Charge)

ADMINISTRATIVE USE ONLY

Approved _____ Rental Fee \$ _____

Disapproved _____ Custodial \$ _____

Cook \$ _____

Staff \$ _____

Administration _____ Other \$ _____

Date _____ TOTAL \$ _____

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The undersigned has been given authority to act for and be responsible for the group making application. He/she will see that the facilities are not misused or abused, that there is proper adult supervision continuously, that the facilities are used in conformity with policies and regulations of the Board of Education and that all other terms of the use agreement are adhered to and followed.

The undersigned understands and agrees that this agreement does not establish an employer-employee relationship between him/herself, his/her organization and the District; that the event is not a school-conducted or school-sponsored event; and that the District will not exercise any physical or other control over the operation of the event other than those spelled out in the agreement.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT/MUTUAL WAIVER OF SUBROGATION

_____ agrees to indemnify and hold harmless LESSOR from all loss, liability, claims, or expense including reasonable attorney's fees arising from bodily injury, including death, or property damage to any third person caused by the negligent acts or omissions of LESSEE, its board of directors, officers, employees, agents, or agent's employees, except to the extent same are caused by the negligence or misconduct of LESSOR, its board of directors, officers, employees, agents, or agent's employees.

On behalf of each and every insurer under any insurance policies relating to their real or personal property, each of the parties to this agreement hereby waives their respective insurance company's right to subrogation against the other party, the other party's board of directors, officers, employees, agents, agent's employees, volunteers, representatives, and beneficiaries, if any. This waiver shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto. This waiver will not apply to damaged property where applicable insurance policies prohibit such waivers.

Party # 1: Name of Organization_____

By:_____ Date_____

Party # 2: School District of Bayfield

By:_____ Date_____
(Administration)