

Policies Relating to Rental and Use of School Facilities

A. Legal

The buildings and properties of the school district shall be available for community use under conditions prescribed or permitted by law and in accordance with the adopted policies of the Board of Education.

B. Non-School Use of Facilities:

The use of school buildings and equipment for non-school purposes is scheduled through the Howard High School office. This regulation applies to members of the school staff as well as to other persons who make such requests.

C. Regulations for Use of School Facilities:

1. The Howard School District reserves the right to refuse rental of school facilities to any individual or organization.
2. Right is reserved by the Board to revoke any such permit, without liability, should such action be deemed necessary or desirable.
3. The buildings and properties of the school district shall be available for community use under conditions prescribed or permitted by law and in accordance with the adopted policies of the Board of Education.
4. **The Building Lease Agreement Form is available through the Howard High School office and all applications shall be approved by the Superintendent and then, if necessary, referred to the buildings and grounds committee or the Howard School Board.**
5. Public Notice signs will be provided with the lease agreement and must be posted.
6. Lease agreements covering the leasing of space, use of facilities, use of equipment/materials, or the rendering of service shall be in writing on a "lease agreement" form and fees are to be computed and paid when agreement is executed by both parties.
7. Rental scheduling cannot conflict with the facility's use for school purposes nor staffing conflicts. Changes in school events calendars will override previously scheduled rental agreements.
 - a. April – November after 3:30
 - b. December – March after 6:00
 - c. Football Fridays after the football game
 - d. Friday – Sunday at noon, provided it isn't rented on Sunday
8. If alcohol will be consumed on the premises, an alcohol permit must be obtained from the City of Howard, SD. All parties must comply with the Howard School District Consumption of Alcoholic Beverages Policy which will be provided.
9. **Youth-based non-profit organizations such as Cub Scouts, Boy Scouts, Girl Scouts, etc., identified with a national organization and which supplement the district's educational processes may use facilities without rent, however, custodial costs may be assessed. This shall include parent-teacher associations serving the Howard School District, which they represent. Consideration will not be given to groups that exclude any Howard students.**
10. Police protection, who will be a uniformed certified law enforcement officer, is required if the event is a public dance.

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11. Garbage and beverage containers inside and outside of the building must be properly disposed in outside dumpsters.
 12. Additional dumpster rental may be required.
 13. All users of public school facilities are to be aware of the following rules and regulations:
 - a. Adults are to accompany and be in charge of any groups using any facility.
 - b. Applicants will be required to submit a statement declaring that to the best of their knowledge their projected use is legal. Applicants requesting permission to use a school building will be held responsible for the preservation of order and for any damage to school facilities. **The person signing the application will agree to replace or pay for all damages, lost equipment or material, when directed to do so by the school administration.**
 - c. The users shall assume all responsibility and liability for any injury or damage to person or property while they are using the school's facilities and are to have their own liability insurance policy.
 - d. Activities on school premises must be appropriate with functions customarily acceptable in the community.
 - e. The fees charged are to cover costs of operation of the facility to the district in addition to custodian's compensation as the facility is normally operated.
 14. No tobacco or drugs are allowed on premises.
 15. No Glass containers allowed on the gym floor.
 16. The School Board contemplates affording use of its facilities to responsible, recognized organizations, associations, agencies, institutions and individuals of the community for appropriate civic, cultural, recreational or welfare activities which do not infringe upon, nor interfere with, the conduct and best interests of the school system. It is to be understood that school activities will take precedence over any other activity.
 17. Any person(s) or groups using the school facilities are responsible for any and all damages that may be caused by reason of the use or occupancy, and the District shall not be liable for any suit for damages that might arise as the result of such use or occupancy. SDCL 13-2420
 18. If it is necessary for the Howard School District to employ custodial help on an overtime basis, the school district may charge the hourly rate for overtime commensurate with the current custodial contract, in addition to the \$100 deposit fee.
 19. School facilities may not be used for profit-making activities unless authorized by the superintendent of schools or if necessary, the Howard School Board.
 20. This by no means is an all-inclusive list of regulations, which may be necessary for the use of facilities by an outside group.
- D. **Regulations for use of movable equipment:**
School equipment may be loaned to residents of the district for use within the district provided the purpose has recognized educational or civic value and provided such lending does not deprive the students of the district of the benefits of its use for instructional purposes. All use of equipment must be approved of by the Superintendent. The use of technology equipment or equipment sensitive to movement may be prohibited.

Howard School District Building Lease Agreement

I, _____(print), agree to the following conditions and policies according to the lease agreement relating to the rental and use of the Howard School District facilities. I may be contacted if any questions arise, or problems occur relative to the use of the facility and accept responsibility for the carrying out of this agreement.

1. Use only the facilities specified below. Classrooms, locker rooms, and storage areas are prohibited.
Howard Armory at 212 North Pleasant, Howard, SD 57349
2. Post liability notices provided by the Howard School District.
3. Maintain adequate supervision to insure proper safety of all participants and maintenance of the building.
4. Keep out unauthorized persons. (If this is an adult activity, no children should be present)
5. No Glass containers allowed on the gym floor and prohibit tobacco and drug use.
6. Clean the areas used prior to leaving.
7. Accept financial responsibility for any damages, broken or missing materials that occur during use of facility.
8. Report any problems to the building custodian, athletic director, or administration immediately.
9. Assure that building is secured when leaving – lights off, doors and windows closed and locked.
10. The following fees will be assessed:

- | | |
|---|-------------|
| a. _____ Days @ \$200/Day | Total _____ |
| b. _____ Days @ \$80/Day for Police Protection | Total _____ |
| c. _____ Hours for Cleanup @ overtime hourly rate | Total _____ |
| d. Retention of \$100 Deposit Fee if Applicable | Total _____ |
| Total Billing _____ | |

_____ Proof of City of Howard Alcohol Permit Date(s) _____ Times _____

_____ Property/Liability Insurance Certificate

In the event of a lawsuit during the time of this lease, the Howard School District, any Howard School employees, or the Howard School Board will not be held liable for any accidents, personal injury or other situations of a similar nature that occur as a result of use of school facilities by the responsible party and/or others associated with the use of facilities as per this agreement.

Dates Reserved _____

Signature

Telephone Number

Approved By

Date

Witnessed By

Date

Keys Checked Out: _____ Date: _____

Return Date: _____