

Administrative Procedure and Fee Schedule

Recognizing that the district has a multi-million dollar investment in its buildings, which must be protected, and recognizing that certain non-school activities allow maximum community benefit, the following fee schedule, as amended from time to time, shall be in effect for groups in priority number six approved by the school Board:

1. Rental Fee Schedule:

EACH USE			
Area		Weekend Fee	Weekday Fee
1.	Gymnasiums	\$100.00	\$50.00
2.	Kitchens	\$50.00	\$25.00
3.	Cafeterias	\$25.00	\$10.00
4.	Classrooms	\$25.00	\$10.00
5.	Multi-Purpose Room/Auditorium	\$50.00	\$25.00
6.	School Commons Area	\$25.00	\$10.00
7.	Libraries	\$25.00	\$10.00
8.	Outside Sports Facilities	\$50.00 / 3-hour block	\$50.00 / 3-hour block

2. All organizations must use Amity School District Employees for weekend activities use. The staff member is responsible for access, security, supervision and cleaning and must be employed in the building where the activity is to take place. If district custodians are to be hired, they will be compensated as stated in the current negotiated contract. If neither a school custodian or other staff member is available, the activity will be denied a Facility Use Request.
3. If district kitchen facilities are used, a district employee (cook) will be on duty at all times at the rate stated in the current negotiated contract. In some cases, custodians may be hired;
4. Decision as to custodian and cook hours will be made by the superintendent;
5. Payment must be submitted and received before a Facility Use Request is approved;
6. The Board may require additional deposits or charges for special requests not covered by the policy;
7. All fees and assessments shall be deposited to the Amity School District Office and shall be used for the facilities' operational costs;
8. The Board or its delegate retains the right to deny anyone further use due to security breach, damage to facilities or other improper action. Problems with users' groups (damages, etc.) will be documented and may preclude future use;
9. If there is a question as to the group's classification, it will be reviewed by the building/grounds committee, and a decision will be rendered;
10. All facility/grounds activities will be scheduled under the guidelines and time frames established by the school/principal with the approval of the superintendent;
11. Groups may be required to show proof of liability insurance coverage before being allowed to use school district facilities as determined by the Board.

AMITY SCHOOL DISTRICT 4J Facilities Use Request Form

All groups requesting to use Amity School District facilities must fill out a Facilities Request Form (KG-AR).

All entry into the facilities must be through the key fob system. Information on obtaining entry into a facility is provided below. Follow the instructions and be aware of all requirements. If you have any questions, please feel free to contact the building principal.

- Pick up key fob at the main office prior to date of use. The card will be good ONLY for the date(s) requested.
- Key Fob Entry:
 - High School: You must enter through the double doors on the north side of the gym
 - Middle School: You must enter through the double doors by the gravel parking lot
 - Elementary School: You must enter through the double doors by the gym
- Locker rooms are off limits. There are no shower facilities.
- Bathroom Availability & Use:
 - High School: Bathrooms in the hall next to the gym may be used.
 - Middle: Bathrooms are only available if the custodian is in the building.
 - Elementary School: Bathrooms in the hall next to the gym may be used.
- No school equipment will be available for use without prior approval.
- DO NOT ALLOW OTHER GROUPS INTO THE FACILITY. You will be held accountable for any and all damage.
- Make sure the facility is secured (all doors locked) and the lights are turned off before leaving.
- PLEASE CLEAN UP AFTER USING THE FACILITIES. A clean facility is needed for our students when school starts Monday morning. The custodians do not work over the weekend.
- All other areas of the school are off limits except the area requested.
- Be courteous toward our neighbors when you arrive and when you leave. The noise from car radios or stereos can be annoying if the volume is turned up high.
- The building administrator and the person requesting the use of the facilities will determine the time when the facilities will be available for use.
- School functions and activities have priority over other requests.
- Requests are on a first come first served basis.
- A \$5.00 fee will be issued for any unreturned key fobs.

These are additional requirements to the Administrative Procedure and Fee Schedule – KG-AR of Board Policy.

AMITY SCHOOL DISTRICT 4J
Facilities Use Request Form

Building Requested: _____

Facility To Be Used: _____

Group Making Request (User): _____

District Employee Responsible: _____

Description of Activity: _____

Date(s) Requested: _____

Time Facilities To Be Used: _____

Equipment Needed: _____

It is the aim of the Amity Board of Directors to make school facilities available for the widest possible school and community use. However, school functions and activities shall have priority over other uses. In consideration of the school district's granting permission to the applicant to use its school facility as requested, applicant hereby binds itself to the following terms and conditions:

1. In consideration for use of the Amity School District's property, User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and Hold Harmless the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.
2. A paid school district employee must always be in the building during the use of the facility, except by special arrangement with the administration office. In addition, if kitchen facilities are to be used, an employee qualified to work in the kitchen is generally required for supervision.
3. At User's sole expense, User shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, User agrees to repair, replace, or compensate the District for any cleanup required or for any damage sustained to District property arising from User's use of District property. Upon User's completion of use of the District' property, the User shall leave the property in the same or better conditioned as received.
4. Applicant shall provide adequate supervision and shall be responsible for any improper conduct of the audience, both individually and collectively, while on school premises or utilizing the school facilities. Adult leaders of organizations using school facilities shall be present at the opening time and shall remain with their groups until all members have left the school premises. They shall be responsible to the principal for observance of all rules and regulations. Profane language, possession or use of intoxicating beverages, tobacco products and dangerous drugs, boisterous conduct, betting or other objectionable practices will be ample reason for terminating a permit. Smoking is strictly prohibited on all District Property.
5. Approval will not be granted for any meeting which may, in anyway, be prejudicial to the best interest of the schools or for which satisfactory sponsorship and adequate adult supervision is not provided. This shall include proper police and fire protection.

6. User shall not make alterations, additions, or improvements to District property or equipment. If User makes an alteration, addition, or improvement in breach of the agreement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.
7. The District retains the right to enter District property at all times during the term of this Agreement, including the property being used by User under this agreement.
8. The District warrants that the District's facilities comply with all applicable regulations and guidelines of the American with Disabilities Act. The District has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and the District shall not be liable for any loss resulting for User's failure to comply.
9. User warrants that it does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.
10. User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or body fluids.
11. No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District's Superintendent.
12. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.
13. Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of the Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.
14. *****A \$25.00 Refundable Deposit will be paid to receive a key fob. The deposit will be refunded once the key fob is returned to the school.*****

User certifies to have read this document and fully understand its contents.

Person Responsible for Group (User): _____

Phone Number: _____ Email: _____

Signature of User: _____

Date: _____

Head Cook (Required if kitchen is used)

Athletic Director (Required if Sports Facilities are used)

Building Principal

Superintendent

Amity School District 4J
Facility Use Liability Release and Hold Harmless Addendum
(Communicable Diseases including COVID-19)

Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Amity School District 4J (“District”) cannot completely mitigate the transfer of communicable diseases like COVID-19. The User understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.** User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.

Indemnification: In consideration for use of Amity School District 4J (District) property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

Insurance: User understands that the District does not carry insurance for communicable diseases including Covid-19 and User is financially responsible for any injuries arising from User’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19. The User agrees to carry, maintain, and provide proof of general liability insurance coverage that covers communicable diseases including coverage for injuries arising from infection of COVID-19 with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy.

COVID-19 Termination: Amity School District may terminate this Agreement immediately and without notice if it is found that User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either District or User may cancel this agreement in the event of a Covid-19 related reason. In the event User terminates this Agreement, User remains responsible for the full amount of the facility use fee and this money will not be refunded to User.

User certifies to have read this document and fully understand its contents.

Group Making Request (User): _____

Person Responsible for Group (User): _____

Phone Number: _____ Email: _____

Signature of User: _____

Date: _____