

Facility Use Agreement

General Guidelines

- A. Principals are expected to maintain a school calendar indicating dates and times of special functions in their buildings. These school functions will have first priority in scheduling use of District facilities.
- B. Events to be held before or after school, or on weekends or holidays, must be approved through the facility scheduling software used by the Buildings & Grounds department. The Buildings & Grounds department (B&G) must approve all non-school organization requests for facility use.
- C. Facility users agree to use the utmost care in the use of district facilities and agree to leave the facilities in good, clean condition. Every group or organization is required to abide by District guidelines, requirements, and other restrictions regarding usage of District facilities. *Additional clean-up fees may be charged to return facility to original condition.*
- D. Those using District facilities must confine themselves to the areas provided for in their Facility Use Agreement and will not exceed capacity limits of requested facility areas.
- E. The School Board reserves the right to govern the use of buildings and facilities, and as such may accept/reject any request or cancel any meeting at any time with or without prior notice.

Responsibilities

- A. It shall be the responsibility of the using organization to make sure that no state or federal building codes are violated.
- B. When certain school equipment is to be used and the organization is unable to provide an experienced technician, the District shall require a member of its staff to operate said equipment. The cost of the technician shall be borne by the organization.
- C. Due to stringent code requirements by the Department of Industry, Labor, and Human Relations, no change, either temporary or permanent to the structure or equipment, may be made without prior approval of the District, and a member of the school staff must be present. Costs associated with these changes and the member of the staff will be borne by the using organization.
- D. The facility user agrees that the District makes no representations or warranties as to the condition of the facilities being used and agrees to take such property and facilities "as is". The facility user is responsible for determining that the facilities are in proper and safe condition to be used for the intended purpose and agrees to inspect such property and facilities before they are used and to take affirmative steps when necessary to warn users of hazards in order to prevent injury to property and persons.
- E. Groups or person using District facilities shall be liable for any property damage caused by their activity. In the event of property damage, those using District facility shall accept the amount of repair and replacement costs as estimated, or otherwise determined, by the District and shall pay the District for such repair or replacement costs upon demand. Future facility use may be denied as a result of improper use or supervision.

Rules and Regulations

- A. No alcoholic beverages or illegal drugs shall be consumed, sold, given, or delivered in the school building or on school premises. No person who, in the judgment of supervisor, is under the influence of alcohol or any narcotic is permitted on or in school property.
- B. Smoking (including ecigarettes) is not permitted in school buildings or on school property.
- C. Exterior doors must remain locked until the adult supervisor of the activity/event arrives.

- D. The renting organization/group must verify with the Principal and Buildings & Grounds department when special equipment may be brought in or removed.
- E. Only the area rented may be used. Any expense incurred by setting off a security alarm outside the designated area will be charged to the organization.
- F. All conditions and situations not covered in these rules and regulations shall be handled individually.

Supervision

- A. A member of the school staff, leader of the affiliated organization, or responsible adult must be present to provide supervision during all rental periods. The supervisor and the organization shall be responsible for the conduct and control of both patrons and participants of the function.
- B. The individual named responsible for supervision must be present from the time the building is opened, while the event is in progress, and must wait until all users of the building have vacated the building or premises and have completed security measures.
- C. The supervisor is responsible for ensuring that no equipment or other portions of the facilities are used except those that are requested in the building use rental. Further, it is the responsibility of the supervisor to see that the facility is left in the same condition as when the organization entered the building/facility.
- D. When the use of the kitchen or cooking equipment is requested for use, a regular food service employee (as designated by the food service management company) shall be on duty to act as supervisor of the kitchen, the equipment, and safe food handling procedures. The food service employee's responsible is not to supervise the function or organization.

Insurance

The organization/group using District facilities assumes all responsibility and liability for injuries that may occur to persons and participants during such use. The group or persons shall bear the cost of insuring against this risk and defending against claims arising from the risk. The Board may require each group or organization to furnish a certificate of comprehensive general liability insurance coverage. The required insurance coverage amounts are: \$50,000 property; \$100,000 one person-general liability, \$300,000 one accident-general liability. Higher coverage limits may be required based upon size of group and the intended use of facilities. The District may also request to be named as an additional insured.

The District is not a sponsor or participant in the activities related to the Facility Use Agreement. District employees that use or participate in an organization/group renter activity do so outside of the course and scope of their employment and are NOT covered under the District's Worker Compensation program.

Hold Harmless

The facility user agrees to release, protect, defend, indemnify, and hold harmless the District, its School Board, employees, and agents from any and all liability, claims, and costs and expenses (including, without limitation, reasonable attorney's fees and other legal costs) for personal injury, bodily injury, contractual liability, and damage to property sustained arising out of all activities of the facility user or those of its officers, employees, agents, or invitees whether such act is authorized by this agreement or not. Further, the facility user agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or loss caused solely by the negligence of the District, its officers, employees, or agents.

Safety & Emergencies

The Oconomowoc Area School District, thanks to the donations of multiple businesses and local community groups, was able to purchase 13 Automated External Defibrillators (AED's) for all of our schools. Trained personnel may not be available to assist you in the event of an emergency on evenings, weekends, and non-school days. If you have been trained in CPR and the use of an AED, you may use this device. Please leave a message for Lindsay Wojtasiak, District Nurse at 262.490.9607 in the event that an incident occurs. Oconomowoc Area School District assumes no

liability for rendering of care or use of the AED after normal business/student hours. A custodian will be able to assist in locating the AED's in each building.

In the event of an emergency, the user/supervisor shall assess the situation. If serious in nature, call 911 and coordinate access with emergency responders. If less serious, contact the custodian on duty for assistance.

Blood-borne pathogens or chemical spills should be reported ASAP to the lead custodian on site. Know where fire and tornado routes are posted and be prepared to follow instructions. If fire alarm goes off, all participants must evacuate the building and remain outside until given clearance to re-enter the building. Walk through with the lead custodian to address: Tornado and fire evacuation routes, emergency contact numbers, use of and basic understanding of building equipment.

Allergies

In order to provide a safe environment for all students, including those with life-threatening food allergies, OASD must restrict certain allergens in many of our environments and classrooms. Areas that are to be restricted of such allergens will be posted with signs describing the type of food/product restricted at the entrance to the room/space. Posted restrictions must be strictly enforced within and outside of school hours. No items containing or labeled as being processed in the same facility as the posted allergen are allowed to be present or consumed in the area. Your compliance with these allergy policies at all times is required to maintain the safety of our facilities. Oconomowoc High School and Summit Elementary School are latex free school environments.

The lead custodian reserves the right to find alternate locations. Any property damage should be reported to Sue Collins at (262) 560-2131. Energy conservation is a priority. If school is canceled, there will be no after-school events.

Cancellation

Notice of cancellation must be given by the facility user at least 8 working days prior to the event.

The District reserves the right to cancel facility rentals in the event that facilities are needed for school purposes. The District will make every effort to provide as much advance notice as possible and to reschedule the rental to another agreed upon date/time.

Please reference Board Policy and Exhibit 830 for additional information and facility rental fees.

By signing this agreement, the facility user (group, organization, individual) (1) acknowledges receipt from the Oconomowoc Area School District of the Facility Use Agreement, and has read and fully understands all guidelines, responsibilities, rules, regulations, requirements, restrictions, Board policies, and other provisions referenced and set forth herein; (2) requests usage of District facilities as indicated in the Facilities Use Agreement; (3) accepts the Hold Harmless provision contained herein and within Board policy; and (4) accepts, agrees to, and will in all respects fully and timely comply with OASD 's Facility Use Agreement and Board Policy.