

RENTAL AND SERVICE CHARGES

I. SCHOOL BOARD POLICY

A. It is the desire of the School Board to grant the privileges of using school buildings to those organizations or groups that will comply with the law and will benefit the general welfare of the community educationally and recreationally. It is also the opinion of the School Board, that organizations should pay the added expenses of heating, lighting, custodial and kitchen services necessary to make possible the use of buildings.

B. The school facilities will not be rented to out-of-town groups for profit or nonprofit activities without specific approval of the Business Administrator.

C. A special relationship exists between the School District and the Town Recreation Department. To promote this relationship and support the need to protect the general welfare of the community, the School Board has outlined terms, conditions, and procedures to be followed by the Recreation Department of the Town of Derry, whenever school facilities and/or play fields are to be used. Said conditions are outlined in Section XI of this policy.

D. Conditions

1. The School Board reserves the right to rescind permission granted for the use of the building to any program prior to the program time when necessary. The Board also reserves the right to waive any fee or increase them in certain circumstances.
2. Smoking must comply with School Board Policy GBEB.

E. Eligible Organizations

1. Nonprofit - such as religious, charitable, educational, governmental, or civic. An example would be scouts, youth leagues, PTA, town meeting, civil defense, elected officials (nonpartisan presentation). Proof of non-profit status is required.
2. Profit - self serving groups such as professional associations, political organizations, political candidates, businesses, or any organization operated for personal profit.

II. PROCEDURE

A. Parties requesting the use of school facilities, for any purpose during the school year will contact the secretary of the building they wish to rent. The proper "Rental Form" will be filled out and accepted by the secretary. The secretary will be charged with the booking responsibility and execution of the "School Rental and Contract Form" and will rent all facilities in such manner as to eliminate all conflicts.

B. The secretary will keep on file the following information:

1. Name of person or group or organization renting the facility.
2. Date and time facility was used.
3. The extent of the facility used, such as classroom, auditorium, cafeteria, or any combination of same.
4. The name or names of custodians or cafeteria workers involved.

C. Prior to approval, principals or their designees will coordinate the use of buildings with the

Business Administrator.

D. Approval for other than local groups may be granted only by the Business Administrator, Superintendent, or the School Board, at their discretion. Application, as above, will be made through the building principal.

E. The Boy and Girl Scouts are exempt from these fees when activities are held on a Monday-Friday when schools are scheduled to be open.

F. The PTA and PTSA will be charged custodial fees when they are required for an event. The District will waive the custodial fees for the first three events per school year and will not be charged room fees.

III. FEE SCHEDULE

	WRB/GHHood Barka/Grinnell Gym Café	Derry Village, East Derry, South Range Multi Purpose Room (gym or café)	All School Fields/Grounds	All School Classrooms Cost Per Hour	All Schools Gym Cost Per Hour Athletic Practice Only
Non-Profit	200	100	100	15	20
District Profit	400	200	150	20	30
Out-of-District Non-Profit	600	400	200	25	40
Out-of-District Profit	800	800	400	30	50

There will be a \$15 per hour utility charge for all gym and café rentals and a \$55 fee for locker room use.

Rentals must be cancelled by noon the same day or the applicable rental fee will be applied.

IV. MANNER OF MAKING PAYMENTS

A. The Superintendent's Office is responsible for billing an organization using the building. Checks are to be made payable to the Derry Cooperative School District, 18 South Main Street, Derry, New Hampshire 03038.

B. The Superintendent's Office will be responsible for reimbursing custodians/cafeteria workers for services rendered according to the schedule in III.

C. Checks for breakage shall be made to the Derry Cooperative School District.

D. Under certain circumstances, at the discretion of the Business Administrator, Superintendent of Schools and/or School Board, a deposit of no less than 50% of the scheduled fee (Section III) is due at time of application. The balance must be paid within thirty (30) days of the rental or further rental privileges will be denied.

If the Business Administrator, Superintendent of Schools or School Board denies the application for any reason, all money will be returned immediately.

V. CERTIFICATE OF INSURANCE

As evidence of its financial ability to indemnify the School District, during the term of this agreement, Lessee shall obtain and pay premiums for commercial general liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury, or products liability incurred by the parties in performance of terms of this lease, such policy to provide limits not less than \$100,000 per person and not less than \$1,000,000 per occurrence. A certificate of insurance naming the School District as an additional insured shall be provided.

Such insurance contracts shall be with companies acceptable to Lessor and they shall require ten (10) days prior written notice to the Office of the Superintendent of Schools. Failure to file this certificate prior to rental will mean the denial of the use of school facility.

Indemnification: In consideration for allowing the rental of school facilities and in full recognition of the School Board's fiduciary responsibility to protect school property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the School District, its School Board officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys fees and legal costs, arising out of the use of these rental premises and all school facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

VI. REGULATIONS

Conditions of Rental

A. The custodians will be responsible for making available to parties renting the school facilities, equipment that is normally part of the auditorium, cafeteria or classroom, such as chairs and tables. Parties wanting the use of other equipment, including cheermats, athletic equipment, audio equipment, etc., will be charged a fee determined by the Business Administrator.

B. The custodian will be responsible for seeing that all floors and services including public lavatories are clean.

C. Decorations, exit procedures, and number in attendance must meet proper fire regulations. (The Renter is responsible for making arrangements with the local fire department personnel for approval).

D. The placement of chairs, tables, etc., for dances, plays, movies, and meetings shall be the responsibility of the custodians. A group may lower the cost of putting up or taking down chairs by having members assigned to work under the direction of the custodian. Any other equipment or materials utilized will be arranged by the renting party.

E. Garbage and refuse must be placed in the containers by the renters.

F. Necessary set-up and clean-up will be performed by the school custodians and the cost added to the rental fee.

G. Open flame of any kind at any time is prohibited, i.e., candles, etc.

H. The Employment of Special Police Officers and Responsibilities of Same.

1. Any organization renting the school facilities for activities that require police protection are referred to the Derry Police Department for proper and adequate protection for the activity being held. The Business Administrator and/or principal will determine the need for police protection.

2. Inadequate police protection will be considered a violation of the basic hiring contract and will

result in the event being cancelled.

3. The scheduled activity requiring police protection will begin only when the police protection has arrived.

4. A police officer will remain in the building until all participants leave and he/she is released by the custodian. All cost will be the responsibility of the Renter.

I. Responsibility of School Custodians

The school custodian will be responsible for the school building and shall assume command over any conduct that would result in damage to the building, or improper use of same. It is assumed that the custodian will be provided with the cooperation of the police on duty when it becomes necessary.

J. Responsibility of Cafeteria Workers

1. Cafeteria workers assigned by the principal or Business Administrator to work during rental will be responsible for the safety and proper use of kitchen and cafeteria equipment. She/he will not allow unauthorized persons in the kitchen or storage areas. The kitchen area/equipment can only be accessed/used by kitchen personnel.

a. All equipment will be used only under the supervision of a cafeteria worker.

b. Equipment will be cleaned and returned to its proper place.

c. Breakage will be reported to the principal, Director of Food Service, or Business Administrator.

d. All dishes, silverware, etc., will be accounted for.

e. All equipment must be properly used.

VII. USE OF ALCOHOLIC BEVERAGES OR LIQUORS

The use of alcoholic beverages or liquors is strictly prohibited in any building or on any land, athletic fields and the like, that are adjacent to any of the schools and/or other buildings owned by the Derry Cooperative School District. This policy conforms with Drug Free School Zones. Any event in violation of this policy will result in cancellation of the event.

VIII. LIMITATIONS ON USE

The cafeteria may be used by the public within the guidelines of this policy only for those activities that can reasonably be expected not to damage or excessively soil the floors, walls, ceilings, and equipment. Activities such as meetings, dinners, and dances will be considered.

IX. USE OF SCHOOL ATHLETIC/PLAYGROUND FIELDS

A. Use of school/athletic/playground fields for carnivals or circuses is prohibited. No rebounding devices such as bounce houses or inflatable slides can be used on the school property.

B. Any organization or group renting any field shall be responsible for returning the field to the condition it was prior to the rental.

C. If any organization rents a field for a profit making event, they shall send a deposit of \$300 at least twenty-four (24) hours prior to the event made payable to the Derry Cooperative School District. Said check will be returned to the organization if the field, in the opinion of the Business Administrator, is in an acceptable condition after the rental. If work is required to restore the field to its condition prior to the event, the District shall use whatever portion of the deposit is necessary to restore the field to its prior condition. Any amount remaining in the deposit will be returned to the organization.

D. Use of water from the schools for outside activities must be arranged with the advance permission of the School District.

E. No off the road vehicles, i.e., motor cycles, jeeps, snow machines, etc., will be allowed. No

vehicles will be allowed on the fields.

X. TRESPASSERS ON SCHOOL PROPERTY

- A. The School Board authorizes members of the Derry Police Department to act as its agents for the purpose of removing trespassers from school property. (This authorization is made pursuant to RSA 635:2).

XI. USE OF SCHOOL FACILITIES/PLAY FIELDS BY TOWN OF DERRY RECREATION DEPARTMENT

A. Conditions:

1. Use of school facilities/play fields is restricted to programs for Derry children (whose parents/guardians are legal residents of the Town of Derry) ages three (3) to fifteen (15).
2. The Derry Recreation Department, by September 1 of each year, must provide evidence of the following insurance coverage:
 - Insured program by name of activity;
 - One Million Dollar Commercial Liability Occurrence Insurance;
 - Derry Cooperative School District named as additional insured.
3. An adult supervisor will be on duty at all times during any scheduled activity. Said supervisor will report to the custodian servicing the building.
4. The Derry Recreation Department must submit a recommended schedule of facilities/play fields use fifteen (15) days prior to the proposed event(s) to individual building principals (with a master copy to the Business Administrator).
5. The School District reserves the right to rescind permission granted for the use of a building/play fields prior to the scheduled event.
6. Rental fees, energy fees, and custodial salaries are waived by the School District when the scheduled program occurs during the normal operational day of the school. For purposes of this policy, "normal operational day" is defined as 7:00 A.M. to 9:00 P.M., Monday through Friday, while school is in session. Rental and energy fees ONLY will be waived at other times. The Derry Recreation Department must contact the Superintendent of School's Office to secure permission to use school facilities during vacation and holiday periods.
7. The Recreation Department of the Town of Derry, may conduct activities that support an admission/donation fee; the sale of refreshments; user fees for trophies, hats, tee shirts, and the like. In all cases, the funds collected must go directly to the Town Recreation Department as revenue. All "team photos" of recreation sponsored activities, must be approved by the Recreation Department. Any income from "team photos" must go directly to the Town of Derry as revenue. The sale or distribution of raffle tickets on School District property, without first gaining permission from the School District, is prohibited. Recreation Department sponsored raffles will only be approved if the revenue from ticket sales has a stated purpose with all monies being recorded as Town revenues. Any State/local license requirements must be acquired prior to School District approval.
8. Sections IV, V, VI, VII, VIII, IX, X and XI, of the District's Rental and Service Charges policy, unless otherwise excluded in Section X, must be adhered to by the Recreation Department of the Town of Derry.

XII. APPEAL FOR WAIVER

Any person or organization seeking to deviate from Policy DFB Rental and Service Charges, must do so by formally appealing to the Superintendent of Schools, 18 South Main Street, Derry, New Hampshire 03038, (603) 432-1210.

Following the appeal to the Superintendent of Schools, any individual or organization has appeal rights to the Derry Cooperative School Board, 18 South Main Street, Derry, New Hampshire 03038. The Derry Cooperative School Board meets on the second and fourth Tuesday of each month in the cafeteria at West Running Brook Middle School, One West Running Brook Lane, Derry, New Hampshire.