



HARPER CREEK COMMUNITY SCHOOLS

7454 B Drive N, Battle Creek, MI 49014
269*441*6550

FACILITY USE Request / RENTAL AGREEMENT

This RENTAL AGREEMENT between Harper Creek Community Schools, Battle Creek, Michigan (telephone (269)441-6550), (herein after "lessor") and

Name:	Telephone Number:		
	Email Address:		
Street Address	City	State	Zip

1. **Property to be rented:** The property to be rented by lessee (named above) from lessor is as follows:

Building(s):
Room(s):
Other:
Anticipated Number in Attendance:

2. **Period of Rental:** The property to be rented is as follows:

Date(s):
Hours:

3. **Rental Fees:** The fees to be paid by lessee to lessor are as follows:

<u>Space</u>	<u>Fee/Hour</u>	<u>Hours</u>	<u>Total</u>	<u>2 Hour Minimum applies to all Personnel</u>	<u>Hourly Fee</u>	<u>Hours</u>	<u>Total</u>
Gymnasium Fee: High School Main	\$70.00			Custodial Fees	\$35.00		
1 Court	\$25.00			Base Technology**	\$35.00		
Auxiliary	\$20.00			Enhanced Technology*	\$60.00		
Middle School Main	\$25.00			Snow Removal	\$35.00		
Auxiliary	\$15.00			Event Manager	\$30.00		
Elementary	\$10.00			Negotiated Rates:			
Administration	\$10.00			Security			
Auditorium Fee: High School	\$175.00			Usher Corp			
Middle School	\$100.00			Kitchen Staff			
High School Pool with district assigned lifeguard(s) per group size	\$100.00			Lifeguard(s)	\$30.00		
Cafeteria (not incl. kitchen): High School	\$75.00			Other:			
Middle School	\$50.00						
Elementary	\$25.00						
Negotiated Space/event: Athletic Fields, Out/Indoor Tracks, Tennis Courts				Estimated Grand Total			

****Base Technology – house lighting, single-set stage lighting, house sound system and one microphone *Enhanced Technology – house lights, multi-set stage lighting, house sound system, microphones as needed, image projections, acoustic shell, risers, stage seating, etc.**

All personnel hours are billed from set-up to tear-down

The school business office will bill the full payment minus the deposit received after the rental date and/or completion of activity.

Full payment is due within 15 days of the invoice date.

4. **Purpose of Rental:** Lessee agrees that the lessor's premises will not be used by it for any unlawful purposes. Lessee is renting the above-described property exclusively for the following purposes:

5. **Person in Charge:** The lessee will at all times during the rental period have a person or supervise activities in the building, rooms, or location which lessee rents from lessor. Those persons are:

Name:	Telephone #:
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6. Regulations:

- A. Users must take reasonable steps to ensure orderly behavior and shall be responsible for paying for all loss or damage to District property, including property of students and employees, associated with their use of the facility or equipment.
- B. **The District requires a deposit for the use of all reserved facilities.**
- C. The use of alcoholic beverages, tobacco and controlled substances will not be permitted on District property at any time in accordance with the State law.
- D. Decorations must be fireproof and shall be erected and taken down in a manner not destructive to District property. Decorations are subject to the approval of the event manager or building administrator. The use of open flames, such as candles, is prohibited.
- E. Requests for District -owned equipment are not included in the direct or indirect costs and shall be charged based on the request and type of equipment.
- F. The use of any materials or objects on floors or other parts of the building is strictly prohibited without specific approval in writing from the event manager or building administrator.
- G. Use of stages, furniture, and equipment must be arranged for in advance. Set-up and clean-up may be performed by members of the group using the facility provided the responsible persons are listed on the application. Additional custodial services required for work not done satisfactorily will be paid for by the using group.
- H. Use during summer vacation, on holidays, or during other vacation periods shall not conflict with building cleaning and renovation programs and will depend on the availability of building service personnel for supervision.
- I. No unauthorized methods of obtaining funds, including any form of gambling, are permitted in District buildings or on District grounds.
- J. A school custodian, school event manager, and/or other Harper Creek personnel shall be on duty to ensure that building facilities are optimally utilized and properly maintained. The custodian will render custodial assistance in handling furniture and equipment and will be responsible for seeing that the facility or facilities are left in good order after the activity is over. The custodian's overtime, including clean-up time, will be charged at the appropriate hourly rate. When kitchen facilities are requested, food-service personnel must be present and the user will be charged the appropriate hourly rate.
- K. Responsibility for enforcement of rules and regulations concerning use of District facilities rests with the user group, and any infractions of the above regulations may be grounds for refusing to grant subsequent requests for the use of District facilities.
- L. Corridors, exits, and stairways must be free of obstructions at all times. Exits are to be lighted when facilities are in use. Members of the audience or spectators must never stand or sit so they block exits, stairways, or aisle ways.
- M. The District will not be responsible for any loss of valuable or personal property.
- N. Flyers, booklets, or other printed or audio-visual materials may not be distributed unless they relate directly to the activity for which the school facility is being used.
- O. Before set-up of event can begin, user must show a signed and approved District Facilities Use form to the custodial/maintenance staff.
- P. All groups, Categories I-IV, will be responsible for all expenses adding to District costs.
- Q. Three days notice must be given for the cancellation of an event. Deposits may be forfeited. Applicant will be responsible for all costs incurred when no timely advance notice of cancellation is received.
- R. Parking is allowed only in designated areas.
- S. The above regulations are not all inclusive. Circumstances may dictate additional regulations.

7. Lessee's Duty to Maintain Premises: The lessee will maintain the building, rooms, or location rented, and the property and equipment therein, in as good a condition as when the premises are delivered to lessee, and will surrender the premises to lessor promptly at the end of the rental period. Lessee shall be liable to lessor for any damage to lessor's property caused by lessee, or damage caused by any person or persons invited or allowed on the lessor's property by lessee, during the rental period.

8. Indemnification of Lessor. To the extent permitted by law, the lessee will indemnify the lessor against all liability, damages, expenses, and judgments incurred by reason of any injury or claim or injury to person or property which is any way arises out of the use, occupation, or control of the property by lessee during the rental period, or which occurs on the rented premises or on school property adjacent thereto, including sidewalks and parking lots, during the rental period, whether such injury is caused by lessee's negligence or otherwise.

9. Certificate of Insurance: The lessee may be required to provide a Certificate of Insurance to lessor who lists Harper Creek Community Schools as an additional insured party. All non-school-connected organizations may be required to provide proof of minimum liability coverage in the amounts of \$100,000 individual and \$300,000 each occurrence for bodily injury and \$25,000 for property damage.

10. Applicable Law: The terms of the Rental Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

11. Room and Equipment Instructions from Lessee: Please diagram and explain room and equipment set-up below (attach a separate sheet to this Agreement if necessary).

Reservation of facility is not complete until terms are agreed upon and signed by the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) written below

Lessee	Date
Superintendent or designee	Date Phone:

<i>OFFICE USE ONLY</i>	
<p>___ <i>Insurance information received</i></p> <p>___ <i>Deposit received</i></p> <p>___ <i>Other</i></p>	<p><i>Comments</i></p>

Categories for Scheduling

*Harper Creek District's programs have first priority in the use of all facilities. The priority of other uses for facilities is divided into four categories. Within each category, the facilities will be made available on a non-discriminatory basis. **In the event that school is cancelled, all events and activities are also cancelled and facilities are closed, unless approved by the Superintendent.***

Category I – School Sponsored Activities and Programs

- A. All activities related to regular instructional programs
- B. All school sponsored organizations

Category II – Harper Creek Community Schools' Groups

- A. School district booster and service organizations
- B. Parent/Teacher Association Programs
- C. Approved Group recognized by the district
- D. District government unit

Category III – Individual Groups and Organizations

- A. Groups operating for profit
- B. Church sponsored groups
- C. Individual or families
- D. Non-district organizations

Category IV- Lease Agreements

Annual or seasonal usage agreements will be considered and approved at the discretion and negotiation of the Superintendent, Athletic Director or Facilities Director.

- In no case will those who have been granted permits assign, transfer, sublet or charge a fee to others for the use of school property
- Categories II-IV: Certificate of Liability insurance may be required
- Facilities and personnel are contracted at a two-hour minimum. Additional time is in one-hour increments for non-elementary buildings
- All groups will be required to pay additional fee for staff overtime for events after 9 p.m. or events held on Saturday or Sunday
- Only Harper Creek or district approved personnel will be used at events
- **A 50% or negotiated deposit is required at the time of booking**
- Full payment is due within 15 days of the invoice date

The Harper Creek Community Schools' facilities have been provided by taxpayers primarily for educational uses, but such facilities may also be available for general community use, particularly for activities of groups that supplement the educational, recreational, cultural and civic activities of children and the community