

<b>TOPEKA PUBLIC SCHOOLS</b>	<b>REGULATION NUMBER: 2725-1</b>
<b>SUBJECT:</b>  <b>FACILITIES RENTAL</b>	<b>DATE OF ISSUE: 06/18/80</b> <hr/> <b>REVISIONS: 08/01/96; 12/19/03; 01/23/09</b> <hr/> <b>PREPARING OFFICE:</b> <b>BUSINESS SERVICES</b>

**I. PURPOSE:**

To establish the procedures governing the rental of school facilities, the regulations for the qualifying rental agencies, the current rental charges, and payment procedures.

**II. APPLICATION:**

**A. Applications for use by outside groups will be initiated with sports park manager. All applications will be approved by the sports park manager after obtaining approval of the building principal before actual use of the facilities. Applications for rental of facilities should be made at least fourteen (14) days prior to requested date of activity. Except in extraordinary circumstances, requiring approval by the superintendent, facilities used for instruction or extra-curricular activities will not be rented during the school day or during the time that a facility is being used (in whole or in part) for an activity.**

**B. Arrangements for seating, skilled operators, and special equipment for facilities will be made with the sports park manager at the time the rental contract is issued.**

**III. ELIGIBILITY:**

**A. Any rental applicant who practices discrimination on the basis of race, color, creed, ethnic origin, sex, or religion is not eligible to use school facilities. The superintendent of schools reserves the right to rule ineligible any group or organization whose aim or objectives are in conflict with the goals, objectives, and best interest of USD 501.**

**IV. FACILITIES AND EQUIPMENT:**

**A. All school facilities will be under the general supervision of the superintendent, subject to the terms and provisions of Board Policy and Administrative Regulations. The building principal is responsible for coordinating and approving all activities in his/her building and permitting use of equipment and furniture assigned to that building.**

08/18/87

Revisions: 03/22/88; 12/19/03; 01/23/09

Topeka Public Schools

**FACILITIES RENTAL (continued)**

- B. The District will require a fee sufficient to pay each necessary school employee required to be present during use of the facility. Use of a facility that requires staff to set up or arrange for the event, or to supervise during the event, or clean up after the event, will result in additional charges to compensate the required staff. The District will pay each District employee for the number of hours worked during any activity sponsored by an organization on the basis of the regular hourly rate or one and one-half times the regular hourly rate of the employee, whichever is applicable. Any expense incurred by the District in providing services or staff required by the contract (i.e., contracted security, equipment operators) will be charged back to the renter and made a part of the rental agreement. The sports park manager will list the total amount of fees for the use of the facilities on the application. Fees collected pursuant to this Regulation shall be deposited in the general fund or sports park fund.**
- C. Due to the technical nature of the lighting and sound equipment, the District requires that the renting party pay an additional fee to have the necessary District employee(s) available.**
- D. In addition, all users of school facilities will:**
- 1. Ensure that permission to use the facility or any portion thereof will not be transferred to a third party.**
  - 2. Ensure that participation will not be restricted for reasons of race, religion, sex, creed, national origin, or handicapping condition.**
  - 3. Ensure that the representative specified in the contract as responsible for school facilities is present at the scheduled event.**
  - 4. Ensure that prior approval is received before signs, banners, and pennants are erected and that they do not deface school property. In no event will said signs, banners, and pennants be in place more than one hour prior to the event nor more than one-half hour after the event.**
  - 5. Provide required number of chaperones for children (one adult per 20 or fewer children).**
  - 6. Ensure that children are supervised at all times and remain in the assigned area.**
  - 7. Ensure that the number of participants does not exceed the authorized capacity of the facility.**
  - 8. Ensure that participant's vehicles are parked only in areas designated for parking.**
  - 9. Ensure that usage and users are restricted to the assigned area.**
  - 10. Ensure that no fixtures, equipment, or furniture will be removed from any building or rearranged between rooms and facilities except by prior approval of the principal.**
  - 11. Allow food and drink only in areas designated for eating and only after receiving written permission in advance of the event. All food must be removed and the area left clean.**

**FACILITIES RENTAL (continued)**

12. Guarantee that activities will be orderly and lawful and not of a nature to incite others to disorder, and demonstrate on the application that reasonable security arrangements appropriate for the use have been provided for.
13. Guarantee that no street shoes will be permitted on the gymnasium-playing floor.
14. Prohibit smoking or other use of tobacco products in buildings and on all District-owned property.
15. Ensure that alcoholic beverages or drugs in any form are not served or permitted in buildings or on grounds.
16. Ensure that animals are not permitted inside the school buildings and that users will clean any school grounds used by animals participating in scheduled events.
17. Observe contracted time limits.
18. Be responsible for supervision of the activity parking and crowd control.
19. Only qualified plant operators familiar with heating, ventilating, utility systems, and the building security system are permitted to open and close for rental activities.
20. Insure the District's exclusive vendor contracts, e.g. soft drink contract, are observed.
21. Prohibit the possession of all weapons by anyone other than law enforcement officers.
22. Provide proof of liability insurance or other financial responsibility to cover those who are participating or are in attendance of the activity.

**V. SCHOOL ACTIVITIES:**

- A. PTA AND PTO meetings and fund raising activities are considered as part of the school activities and will be arranged by the principal. If the school custodian is utilized, the overtime will be deducted from the custodial/secretarial overtime allocated to the school.
- B. Arrangements for use of the concession stands will be made with the principal. If the kitchen facilities are to be used, the arrangements will be made with the food service director.

**VI. CANCELLATIONS:**

**Refunds for rental fees will be as follows:**

- Cancellation within 45 days – full refund**
- Cancellation within 30 days – 50 percent refund**
- Cancellation within 15 days – 25 percent refund**
- Cancellation less than 15 days – no refund**

FACILITIES RENTAL (continued)

**VII. SUPPLIES AND EQUIPMENT:**

Facility rental does not provide equipment or supplies. The facility must be used in a normal fashion for the type of facility rented.

**VIII. DAMAGES:**

The renter shall be responsible for all damage other than normal wear and tear during occupancy. Prompt payment to the Business Office for damage charges is expected and will be considered in future eligibility determinations.

Damage and cost will be determined by the principal and the director of central services and facilities planning, and transmitted to the Business Office for the necessary reporting and billing. Damages will include costs to diagnose and reprogram computer errors caused by renter's use of school district's computers.

**IX. SHELTERS:**

The renter shall be responsible for warning people in attendance of impending severe weather and is responsible for the prompt movement of these people to areas designated as storm shelters in the building. It will be the renter's responsibility to inquire of the school principal during the principal's normal school working hours of the location of the designated storm shelter areas.

**X. FEES:**

A. A schedule of facilities rental fees will be reviewed annually by the Business Office, and with Board approval, becomes effective on July 1, 2008. The current rental fee schedule for the 2008-2009 school year follows on the next page.

**School Charge**

No charge to USD 501 school organizations (including school-sponsored clubs and scouting organizations involving students of the school), or universities/colleges use for USD 501 staff development activities, or PTO organizations and booster clubs of USD 501 schools or to the Shawnee County Election Commissioner (for use of facilities as voting places).

**Minimum Charge**

Local nonprofit organizations or governmental agencies with at least 85% USD 501 students or residents.

**Standard Charge**

For profit organizations.  
Non-District area organizations.  
Private, special events.

FACILITIES RENTAL (continued)

**District Facility Usage Fees**

Cost per hour for District facilities excluding Hummer Sports Park. Sports Park rental fees available upon request.

<b><u>FACILITY</u></b>	<b><u>MINIMUM HOURLY CHARGE</u></b>	<b><u>STANDARD HOURLY CHARGE</u></b>
Classroom	\$15.00	\$25.00
Auditorium – 2 hr. min. – Elem. & MS	\$25.00	\$50.00
Auditorium – 4 hr. min. – High School	\$40.00	\$75.00
Cafeteria without kitchen	\$25.00	\$50.00
Cafeteria with kitchen (includes kitchen manager)	\$50.00	\$90.00
Gymnasium	\$25.00	\$50.00
Varsity gymnasium – 2 hr. min.	\$50.00	\$125.00
Football stadium – 4 hr. min.		
Without lights	\$125.00	\$165.00
With lights	\$150.00	\$210.00
Baseball/Softball/Soccer field		
Without lights	\$50.00	\$100.00
With lights – 2 hr. min.	\$75.00	\$150.00
H.S. Practice field/M.S. sports field	\$15.00	\$30.00
Tennis court	\$25.00	\$50.00
Parking lots	-0-	\$25.00
Swimming pool – Certified lifeguard required	\$25.00	\$40.00

An additional fee will be required for District staff to prepare the site for the event, to operate District equipment and/or open and close facilities. An additional fee will be required for supervision and/or custodial services with amount set by the sports park manager at the following rates:

Custodial and Support Staff	\$22.00/hour
Auditorium Manager	\$36.00/hour
Auditorium Support Staff	\$12.00/hour
Audio-Visual Technician	\$40.00/hour
Natatorium Manager	\$30.00/hour
Certified Lifeguard	\$14.00/hour
Kitchen Manager	\$24.00/hour
Kitchen Staff	\$12.00/hour

FACILITIES RENTAL (continued)

TOPEKA PUBLIC SCHOOLS USD 501  
APPLICATION AND CONTRACT FOR  
USE OF SCHOOL FACILITIES

**DIRECTIONS:** Please complete all details of this application. The individual, or an officer of the organization requesting use of the facilities, must sign it. This form must be forwarded to the sports park manager at least two weeks prior to the requested date. Type or print ALL of the information below, excluding the signatures.

This rental agreement is entered into between Topeka Public Schools USD 501 and

\_\_\_\_\_  
Name of person or organization

\_\_\_\_\_  
Street City State, Zip

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
Office Telephone Cell Phone Fax

Facilities Requested: \_\_\_\_\_ Date(s) Requested: \_\_\_\_\_

Time: Open: \_\_\_\_\_ Close: \_\_\_\_\_

Admission Fees: Do you plan to charge admission? ( ) Yes ( ) No Amount \$ \_\_\_\_\_

Purpose of Proceeds: \_\_\_\_\_

Number of Persons Expected: \_\_\_\_\_ Do you plan to serve food and/or beverages? ( )Yes ( )No

If special services or equipment will be needed, please describe your needs below: (Example: custodian, food service employee, air conditioning after normal school hours).

**CONDITIONS OF APPLICATION:**

In making this application, it is understood and agreed that the provisions of the Topeka Public Schools USD 501 Board policies and facilities be adhered to in every instance. A complete copy of the regulations is attached. Furthermore, it is agreed that any fee to be paid in connection with the use of school facilities shall be due and payable before the date of the activity.

The applicant hereby agrees and undertakes to save and hold harmless the school district, its officers, agents, and employees from any and all claims for damages, personal or otherwise, that may arise out of the use of said property, whether by a member of his organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise, is brought about or caused by negligence

**FACILITIES RENTAL (continued)**

**Regulation 2725-1  
(7)**

**whether on the part of the applicant or the school district or both.**

**FACILITIES RENTAL (continued)**

**CONTRACTED FEE:**

FACILITY		COST PER HOUR	x	HOURS USED	=	EXTENDED COST
<b>SPECIAL EQUIPMENT</b>	Any special equipment will be brought in by client and removed the same day.		x		=	
<b>LABOR</b>	Personnel to open and close building, room setup and take down.		x		=	
<b>CUSTODIAL</b>	Custodial fee – minimum of one hour. Additional custodial charges may be incurred for improper clean up.		x		=	
<b>MISC.</b>			x		=	
				<b>TOTAL</b>	=	

**APPROVED:**

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<b>School Principal</b>	<b>Date of Approval</b>
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<b>Sports Park Manager</b>	<b>Date of Approval</b>
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**Original: Applicant**

**Copies to:     Principal  
                          Sports Park Manager**