

MOBILE COUNTY PUBLIC SCHOOLS
USE OF SCHOOL FACILITIES

Mobile, Alabama _____, 20__

Application of _____
(Name of Applicant and Organization Represented)

(Address)

The undersigned applies for the use of the facilities checked below in _____ School for the
purpose of _____ on a program of _____
(Type of Program)

by _____
(Date or Dates)

<u>CHECK FACILITY REQUIRED</u>	<u>FEE PER DAY</u>	<u>FEE PER DAY</u>
_____ Auditorium	\$1,000.00 per day	_____ Auditorium-Rehearsal Only \$ _____
_____ Gymnasium	\$500.00 per day	_____ Gymnasium-Rehearsal Only\$ _____
_____ Cafeteria	\$250.00 per day	
_____ Classroom _____ Number Required	\$75.00 per room per day	

For the above charges, MCPSS requests of the Lessor reimbursement for the following additional service(s):

- | | |
|---|-----------------------------|
| _____ 1. Electric Lights Operator | _____ 4. Custodial |
| _____ 2. On-Stage Set-Up of school equipment only | _____ 5. Security (specify) |
| _____ 3. Proper heating of Auditorium | |

The undersigned, on behalf of the organization or persons listed above, agrees to do the following:

1. To restrict admittance to seating capacity only.
2. To use every power that we can employ, and that may be necessary, to prevent unbecoming conduct and the use of alcohol or illegal drugs in or on the Premises rented.
3. To pay the cost to repair any and all property damaged as of a result of the use of the Premises, as well as the costs of collection associated with any such damage, as soon as it is called to our attention.
4. To pay all rental charges in advance of rental date.
5. Additional Terms and Conditions apply. Lessor hereby agrees to be bound by said terms and conditions attached hereby.

The undersigned agrees to indemnify and hold harmless the Board of School Commissioners of Mobile County, its agents, servants, and employees from any and all liability or cause, demands, cause of action, administrative proceedings or hearings, loss damages or expenses, including the cost of any attorney fees, fines, or damages or other penalties arising out of negligent, wanton, or willful act or omissions of the undersigned or its agents, or employees, arising out of performance of this Agreement.

Signed by: _____

As Its: _____

Approved by: _____
(Principal or Authorized Person)

ACCEPTANCE:

The Board of School Commissioners of Mobile County hereby grants the request for the use of the school facility identified above and agrees to comply with the requests set out in the application. The Board assumes no responsibility for any losses, damages, or injury that may be sustained as a direct or indirect result of utilization of the school facility by the persons or organization named above, and further that it assumes no responsibility for strikes, fires, acts of God or nature, or any other hindrances that would be generally conceded to be beyond the control of the Board of School Commissioners of Mobile County.

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY

By: _____
Superintendent or His Designee

Rental Charges: \$ _____
Date(s): _____

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1. The application Form A-601 and a copy of the policy governing the use of school facilities is available on the MCPSS website. No MCPSS facility or field may be used for any non-MCPSS athletic event by a third party. This includes any and all sports leagues.
2. Any organization interested in renting school facilities should contact the principal of that particular school. This will enable the principal and representative for the organization to cooperate in gathering information necessary for the application form, i.e., available dates, custodial fees, facility required, additional services required, and building usage fees.
3. The contract will be sent to the principal for proper signatures and returned to the Facilities Division.
4. The principal shall submit the completed application to the Facilities Division, Attention: Land Management for review and for procurement of contract.
5. Upon completion of the contract, the sponsoring organization shall submit to the principal a check covering all fees in accordance with the contract payable to the Board of School Commissioners. The principal shall submit the check to the Facilities Division, Attention: Land Management. **ALL FEES MUST BE RECEIVED BY THE FACILITIES DIVISION AT LEAST THREE BUSINESS DAYS PRIOR TO THE SCHEDULED EVENT.**
6. Smoking nor vaping is not allowed in school buildings or on school grounds.
7. Alcoholic beverages shall not be consumed, displayed, or served on public school grounds. illegal drugs shall not be possessed or used on public school grounds. School buildings shall not be used to accommodate public dances.
8. School buildings and/ or grounds may be used to accommodate political rallies with the approval of the principal, provided that: 1) fund raising activities are restricted to the sale of concessions; 2) a nonpartisan position is held by the school or the sponsoring organization; 3) all candidates for the same office have equal opportunity to present their views and platforms under policies which are non-discriminatory; 4) adequate provisions are made for the supervision of school property; and 5) rallies are scheduled in such a way as not to interfere with school-sponsored programs.
9. Rental charges for activities will be determined by the Land Management Department. The sponsoring organization shall bear the actual cost of janitorial services as well as other special services, including security charges, in connection with programs and facility use. The organization shall work closely with the principal to estimate the cost of these services prior to the function. The sponsoring organization shall make the check payable: to the Board of School Commissioners of Mobile County and shall submit full payment to the principal after exchange of the contract. The principal shall submit said payment to the Mobile County Public School System, Facilities Division, Attention: Land Management, P.O. Box 180069, Mobile, AL 36618. **ALL FEES MUST BE RECEIVED BY THE FACILITIES DIVISION AT LEAST THREE BUSINESS DAYS PRIOR TO THE SCHEDULED EVENT.**
10. Any fee collected for the temporary use of school facilities shall be sent to the Facilities Division with the approved School Use of Facilities form (Form A-601) attached. All fees received will be forwarded to the Comptroller and deposited into the General Operation account for system-wide operating expenses.
11. Rental charges to organizations sponsoring programs shall be, at a minimum, as follows:

All High School Auditoriums	\$1,000.00 per day
All Elementary, Middle, & High School Gymnasiums	\$500.00 per day
All School Cafeterias	\$250.00 per day
All School Classrooms	\$75.00 per room per day

** High School Football fields are not available for rent or public use. No facilities other than those listed above may be rented to the public or used for non-school purposes.
12. At the discretion of the principal, a reasonable deposit may be required to cover any damages that may occur. In the event no damages are incurred, the deposit may be applied to the rental payment.

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TERMS AND CONDITIONS

1. NO ATHLETIC EVENTS ARE PERMITTED. SPECIAL REQUIREMENTS MAY BE IMPOSED AT THE DISCRETION OF MCPSS REGARDING FOOTWEAR ON GYM FLOORS.
2. Non-Discrimination Language - The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
3. No concession sales are permitted. No third party may use MCPSS kitchen facilities for any reason.
4. Reimbursement for additional services retained by MCPSS shall be at the actual cost plus a fifty-percent fee for administrative services. Additional services provided by the user shall not be assessed any additional fees.
5. Collection Fees-standard T&C from lease contract.
6. Insurance - All parties not insured by State Risk Management shall obtain, at its expense, a minimum of \$1,000,000.00 insurance policy covering commercial general liability-bodily injury, death, and property damages, naming the State of Alabama, County of Mobile, and the Board of School Commissioners of Mobile County Alabama and the Mobile County Public School System (MCPSS) as additional insureds, and shall provide a copy of the certification of insurance to MCPSS no later than seven (7) working days prior to the authorized event. Additional coverage may be necessary for special circumstances or large events. All parties shall indemnify and hold State of Alabama, County of Mobile, Board of School Commissioners of Mobile County Alabama and the Mobile County Public School System harmless from all claims, liabilities, costs, expenses and judgments arising out of the use of the facility except to the extent of the negligence of MCPSS.
7. Cancellation fees - In the event the user decides to cancel its reservation, 48-hour notice is required to avoid being subject to any charges. Cancellations received after that time and no shows will be subject to a \$100.00 late cancellation fee. No shows to rooms that have requested equipment be set in the room will be assessed an additional \$150.00 fee. There shall be no refund for fees already paid by the user.
8. The lessor agrees to assume full financial responsibility for any damages to school system facilities or equipment occurring as a result of their use. If the facilities are not left in the condition in which they were found and special clean up or repairs are required, the organization will be billed appropriate labor and materials costs.
9. MCPSS prohibits the use, possession, display or storage of any weapon, explosive devices or fireworks on all land and buildings owned, leased, or under the control of MCPSS or its affiliated or related entities, in all MCPSS vehicles, and at all MCPSS sponsored events and activities. Lessor may not bring any weapons, explosive devices, or fireworks onto MCPSS premises.

USE OF SCHOOL BUILDINGS –VIOLATIONS AND PENALTIES

This procedure is directed at situations where an individual School or group of Schools have been utilized by an individual or organization for the financial benefit or gain of a School, a group of Schools, an MCPSS employee, a group of MCPSS employees, or individuals or groups contracted with MCPSS. Violations are to be considered any act or action not consistent with the MCPSS Use of School Building procedure.

Notification of Violation

The Assistant Superintendent will be notified in writing by the Facilities Department of a use or of uses that it considers being in violation of the Use of School Buildings procedure (copies will be distributed to the Superintendent and any applicable Division Heads). The notification will include the date, time, and the individual or group utilizing the facility.

The Assistant Superintendent will notify the appropriate Principal of the alleged violation of the Use of School Building procedure.

Upon receipt, the Principal will respond within ten (10) working days of either their agreement or disagreement on the alleged procedure violation.

If the Principal is in agreement with the accusation, the Progressive Penalties for Procedure Violations will be applied.

If the Principal disagrees with the accusation, the Superintendent and/or his designee will make the determination as to whether a violation did or did not occur.

The Superintendent and/or his designee will review the facts involved with the case within ten (10) days of receiving: the notice of appeal. If they agree with the accusation, then the Progressive Penalties for Procedure Violations will be applied. If they disagree with the accusation, then no further actions will be taken. Either party can appeal the decision as explained below.

Progressive Penalties for Procedure Violations

1st Violation - Written warnings will be given to the Principal(s) and the rental proceeds must be submitted by the local school to the Facilities Department within ten (10) working days of the written warning.

2nd Violation - Written warnings will be given to the Principal(s) and the rental proceeds must be submitted by the local school to the Facilities Department within ten (10) working days of the written warning including a 10% penalty (the penalty must be paid from local school funds).

3rd Violation - Written warnings will be given to the Principal(s) and the rental proceeds must be submitted by the local school to the Facilities Department within ten (10) working days of the written warning including a 25% penalty (the penalty must be paid from local school funds).

4th Violation - Written warnings will be given to the Principal(s) and the rental proceeds must be submitted by the local school to the Facilities Department within ten (10) working days of the written warning including a 50% penalty (the penalty must be paid from local school funds). The Superintendent can consider this action as insubordination and follow normal Board disciplinary policies (which can include reassignment or termination).

Appeals Process

If either party disagrees with the Superintendent and/or his designee's decision, it may be appealed through the Superintendent's Office to the Board at their next scheduled meeting. This appeal must be in writing, be within ten (10) days of the Superintendent's decision, and copied to all parties involved.

SCHOOL FACILITY LEASE PROCEDURE

1. All schools must utilize the application Form A-601 and a copy of the policy governing the use of school facilities which is available on the MCPSS website.
2. Any organization interested in renting school facilities should contact the principal of that particular school. This will enable the principal and representative of the organization to cooperate in gathering information necessary for the application form, i.e., available dates, custodial fees, facility required, additional services required, etc.
3. The principal should submit the completed application to the Facilities Division, Attention: Land Management, for review and for procurement of contract at least seven days before the scheduled event. A copy of the application shall be sent to Risk Management.
4. A Contract will be sent to the principal for proper signature.
5. Once signed, the Contract will then be submitted to the Land Management Department for final approval.
6. Upon completion of contract, the sponsoring organization shall submit to the principal a check payable to the Board of School Commissioners of Mobile County covering all fees in accordance with the contract. Principal shall submit the check to the Facilities Division, Attention: Land Management.