



Policy KG - Use of School Facilities

The Camden County Board of Education recognizes its primary objective is to provide educational opportunities for students and to ensure the cost-effective maintenance and operation of all facilities. The Board of Education will permit its facilities to be used by associations or organizations located within the county for appropriate activities which do not interfere with any instructional or other school system activity.

Use by the community or a specific organization may be permitted in accordance with the stipulations of this policy, Camden County Schools Use of Facilities Contract and the current Camden County Schools Facility Use Fee Schedule. Admission fees may not be charged in any Camden County Schools' facility except for the high school auditorium. Requests for the auditorium may be approved only if the event is open for public participation.

Use of school facilities shall not be denied on the basis of an organization's religious, political, or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not restrict participation in the activity or event because of an individual's race, religion, sex, creed, national origin or disability.

Facility Use Process:

- (1) Complete an application for the requested school site. The completed request must be submitted forty-five (45) days prior to the scheduled event.
- (2) The principal/designee will review the request, discuss the fee schedule with the applicant and either approve or disapprove the request.
- (3) The applicant will provide payment in advance for the full amount as determined by the principal/designee.
- (4) The Facility Use form along with payment from the requestor will be forwarded to the superintendent/designee for final disposition.
- (5) The requesting organization will be notified of the status of the request.

The superintendent will develop applicable regulations or procedures as necessary to implement the provisions of this policy.

Policy KG-R - Use of School Facilities

The following rules are hereby established when the community uses school facilities:

1. School sponsored activities will have first priority in the use of school facilities. Further, those groups of organizations which exist solely to support the school or a school program, such as parent/teacher organization and booster clubs, shall have second priority with regard to the use of school facilities without charge.
2. Any other governmental entity in the county or any other public educational institution will be allowed to use school facilities in accordance with this policy or in accordance with any existing intergovernmental agreement between the school district and the other governmental entity.
3. Any organization, association or business located in the county or composed primarily of the county residents, may request to use the facilities of the school system by filing with the principal of the school forty-five (45) days prior to the event. The application shall include a fee schedule indicating the facilities of the school subject to use under this policy and the charge or charges associated with that use. These charges shall also include an amount sufficient to pay school system employees for any services, such as janitorial, maintenance, or other services as determined by the principal or superintendent/designee to be necessary in connection with the use of the facility. The form will designate the contact person who will be the person accountable for complying with the requirements of this policy.
4. The system reserves the right to withhold approval or to cancel any approved use of the school facilities when it is determined that such use would be disruptive to the mission or purpose of the school system.
5. The application must be approved by the principal and by the superintendent/designee. Any and all fees for the use of the facility must be paid in advance of the use of the facility and a cancellation fee to be stated on the application may be charged if the requested use of the facility is cancelled.
6. As a part of the application form, all applicants for use of the facility must execute an agreement to hold the Board of Education harmless from any and all loss or damage that may arise during or be caused in any way by the use of the facility. This hold harmless agreement shall include the indemnification for any damages done to the building or property owned by the Board of Education as well as any claim of damages made by anyone else. Further, the agreement shall include a specific release on behalf of the organization using the facility.
7. The superintendent may, as a condition of the use of the facility, require the organization to secure adequate policy protection if deemed necessary at the discretion of the superintendent/designee.
8. The organization seeking to use the facilities will be required to furnish evidence of sufficient insurance in an amount to protect the school district from liability for any bodily injury or damage to property which may occur during the use of facilities by such group or organization. This requirement may be waived by the superintendent which he determines, in his sole discretion, that sufficient protection is available in the absence of such insurance.
9. Any and all activities conducted on school facilities shall be in compliance with all local, state and federal laws and shall conform to existing and relevant school board policies.
10. Failure to comply with the terms of this policy will result in the organization and designated contact person not being allowed to use school facilities in the future.
11. Special church events such as banquets and other one-time activities may be allowed. In situations where a church building is destroyed by wind, rain, fire, or other acts, the superintendent may authorize the use of a school facility on a short-term basis.
12. An approved employee of the board of education must be present to unlock, secure, and supervise the facility use. The individual or organization shall be responsible for compensation or any employees not covered under the original fee.

CAMDEN COUNTY SCHOOLS FACILITY USE

General Information:

Camden County Schools' facility use is comprised of several components:

- ** Policy KG - Use of School Facilities
- ** KG-R - Use of School Facilities Regulation
- ** KG-E(1) - Use of School Facilities - Fee Schedule
- KG-E(2) - Use of School Facilities (Support Group - Requires 80% of participants be current students in Camden County Schools)
- ** KG-E(4) - Use of School Facilities - Contract/Terms/Conditions/Guidelines

Each of these documents may be read in its entirety at:

<https://eboard.eboardsolutions.com/ePolicy/listing.aspx?S=4025&Sch=4025&C=K>

** Included in this document

The purpose of this document is to streamline the request for facility use process for all stakeholders involved.

Directions for Completion:

Portions of this document (blue) may be completed electronically; however, all pages must be printed and reviewed at a meeting with the appropriate school principal/designee. Original signatures and initials in all YELLOW boxes are required.

FOR FACILITY ADMINISTRATOR USE ONLY

Organization Name: _____

Contact Number: _____

Contact Person: _____

Email Address: _____

Checklist of Contract/Guidelines/Terms/Conditions Requirements:

Items Confirmed or Attached	Not Applicable	
_____	_____	Facility Use Contract/Guidelines/Terms/Conditions
_____	_____	Proof of Liability
_____	_____	Fee Consideration
_____	_____	501(C)3 Verification
_____	_____	Security Charges
_____	_____	Fee Computation Form (Auditorium Only)
_____	_____	Rental Fee Check
_____	_____	All Original Signatures and Initials
_____	_____	Review Food and Drink Policy for Auditorium and Lecture Hall

Comments/Notes:

Facility Administrator Signature

Date

Board Policy - Use of School Facilities**Descriptor Code: KG-E(1)**

Adopted: February 13, 2001

Effective Date: February 13, 2001; **Revised:** June 10, 2003

The fee schedule includes Camden County Schools' employees being on site, providing custodial supplies and electrical usage.

The Facility Use Price List shall be:

TYPE OF FACILITY		HOURLY RATE
Classroom(s)		\$50.00/hr/room
Gymnasium		
High School (3 custodians)		\$200.00/hr
Ninth Grade Center/Middle Schools		\$150.00/hr
Elementary		\$100.00/hr
Lunchroom		\$100.00/hr
Media Center		\$100.00/hr
Ninth Grade Center Lecture Hall	Technical Fees Apply - Determined by Administrator	\$150.00/hr + Tech Time/Fees
High School Auditorium		\$300.00/hr + Tech Time/Fees
Ropes Course		
1/2 day or 1 to 3 hours		\$15.00/person
All day or 3 to 6 hours		\$15.00/person
Custodial Hourly Rate		\$25.00/hr/person
Facilities not covered in descriptions above		Actual costs incurred by school system

Any use of a school facility by the community must not conflict with an educational activity. All educational activities of the school system shall take priority over community use of a facility.

Note:

- 1 Whether the facility is available for use is based on the school schedule and the decision of the principal/designee. School related activities will always prevail as will cleaning and repairs of the building.
- 2 All pricing reflects an employee from Camden County Schools being on site.
- 3 Other personnel (i.e. security personnel) shall be paid at a rate of 1.5 times the employee's hourly rate of pay as determined by the employing entity. This rate (1.5 X hourly) shall be multiplied by the number of hours of facility use to determine the total charge to the organization.
- 4 Personnel utilized at the facility who are not employed by Camden County Schools (i.e. law enforcement) will be paid by charging the organization the cost of the service plus a 20% upcharge for coordination of the service and processing the payroll.
- 5 All school facility use charges are to be paid in advance. If the Central Office designee refuses the facility use after approval by the facility administrator, it will be so marked on the form and sent back to the facility administrator. The fee will be returned to the organization.
- 6 All Guidelines/Terms/Conditions from the "**Camden County Schools Facility Use Contract**" must prevail on all facility use. Prices are subject to change without notice.
- 7 Federal guidelines (FM-0702) adopted 7/07 prohibit catering non-school groups. No food may be prepared in any school facility. The use of food bars for warming or cooling of foods prepared by an outside entity may only be used by school nutrition personnel. Any use of kitchen facilities must meet with the approval of and under the direction of the School Nutrition Director. Only school nutrition employees may operate kitchen facilities.

HIGH SCHOOL AUDITORIUM SPECIAL PROVISIONS - Effective: February 13, 2001

- 1 All pricing reflects there being a building supervisor from Camden County Schools on site.
- 2 All pricing includes two student technicians and reasonable custodial services. Additional technicians can be scheduled for an additional fee to be coordinated with the building supervisor.
- 3 Personnel utilized for the facility use who are not employed by Camden County Schools (i.e. law enforcement) will be paid by charging the organization the cost of the service plus a 20% upcharge for coordination of the service and the handling of the funds.
- 4 The fee for use of the facility must accompany the "**Camden County Schools Facility Use Contract**". Cancellation of a contract by the lessee shall result in a forfeiture of \$50.00.
- 5 No food or drink will be allowed inside the seating area of the auditorium. (Please refer to contract stipulation #19.) Evidence of abuse of this regulation may result in a back-charge to the lessee for extra custodial services.
- 6 All Guidelines/Terms/Conditions must prevail on all facility use. Prices are subject to change should extenuating circumstances occur.

CAMDEN COUNTY SCHOOLS FACILITY USE CONTRACT

Date: _____

Facility Name/Address: _____

Facility Administrator: _____ Facility Phone #: _____

Facility Requested:	Classroom(s)	Gymnasium	Lunchroom	Lunchroom w/Serving Bars
	Lecture Hall	Media Center	H.S. Auditorium	Ropes Course
			Other:	_____

Organization Name: _____

Address: _____

Organization Representative: _____ Phone: _____

Describe the purpose of the request and what you will do in the facility:

Will food or drink be served? _____

Day/Date of Facility Use: _____ Time: From: _____ To: _____
(Day of week/Month/Date/Year)

Day/Date of Facility Use: _____ Time: From: _____ To: _____
(Day of week/Month/Date/Year)

Estimated Attendance: _____ Admission Charged: _____ Total Hours: _____

FEE WAIVER CONSIDERATION

Is organization non-profit? _____ * If yes, a copy of the 501(C)3 tax exempt status verification must accompany this contract.

Description of organization: _____

Describe evidence of a tangible reciprocal benefit to the school system sufficient to offset the cost of use: _____

____ Approved _____ Denied By: _____ Facility Administrator Initials

I, _____, have read, initialed, and agree to the "Facility Use Guidelines/Terms/Conditions" attached to this form.
(Please print or type)

I also understand this application must be submitted to the appropriate school administrator at least 45 days prior to the event.

Organization Representative Signature Title Date

FOR SCHOOL USE ONLY

COST ANALYSIS (Refer to the most recent Facility Use Price List):

Facility Use Charge: _____ Other Charges: _____ Security Charges: _____

TOTAL CHARGES: _____ (Make check payable to Camden County Schools. See #9 in the Guidelines/Terms/Conditions.)

Application Approved: _____ Yes _____ No School Related: _____ Yes _____ No

Reason for Denial: _____ Time Conflict _____ No employee available for supervision/custodial duties
_____ Unsatisfactory previous experience w/group _____ Other: _____

Facility Administrator Signature: _____ Date: _____

FOR CENTRAL OFFICE USE ONLY

Application Approved: _____ Yes _____ No

Superintendent or Designee Signature Date

CAMDEN COUNTY SCHOOLS FACILITY USE GUIDELINES/TERMS/CONDITIONS - KG-E(4) pp. 2-3

Instructions: The guidelines/terms/conditions pages cannot be completed electronically. Each of the yellow boxes must be initialed by the organization representative requesting use of Camden County Schools' facilities and returned with the contract to the facility administrator.

- 1 Lessor will furnish air conditioning, heating, and lighting which, in its sole opinion, is adequate with respect to the intended use under this lease. Lessor will furnish custodial service, as it may deem necessary. The Lessee will pay extra costs incurred by excessive electrical requirements. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs.
- 2 Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear expected. Lessee agrees to reimburse Lessor for any expenses Lessor incurs in returning the facility to its condition prior to the lease.
- 3 No portions of the buildings or grounds shall be leased or let out by Lessee without the consent, in writing, of Lessor, and the buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out.
- 4 Camden County Schools reserves the right to review any contracts between Lessees and other parties involved in using any Camden County Schools' facility.
- 5 This contract does not cover any space or accommodations other than those checked on the "**Camden County Schools Facility Use Contract.**"
- 6 In the event of inclement weather, if Camden County Schools is closed, all facilities will be closed. This decision is made by Camden County Schools' officials and not by Lessees.
- 7 Lessor is required to provide a building supervisor for the leased facility. Lessee shall maintain at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee & those in attendance. All security arrangements shall be made by Camden County Schools, but cost will be assumed by the Lessee. Lessor may make arrangements with a Camden County law enforcement agency including determining the number of personnel required to police the event.
- 8 Lessor reserves the right to move from the building all property remaining in the building after the time specific in this agreement, or to charge the Lessee \$100 for the first day and \$25 per day thereafter, up to 30 days at which time all equipment, props or effects will belong to Camden County Schools.
- 9 All facility use charges are calculated from the time the facility is opened until it is closed. All checks are to be made payable to Camden County Schools. All rentals are to be paid in advance for school facilities. Cancellation of contract for an Auditorium event by Lessee shall result in a \$50 cancellation fee.
- 10 No advertising or publicity naming a Camden County Schools' facility shall be distributed prior to a written notification of approval from the superintendent/designee.
- 11 No person shall be permitted to bring to the building or grounds or keep herein anything, which shall increase the rate of fire, insurance on the buildings or on any property therein. Such items as gasoline, explosives, oils or any additional artificial lighting shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. Camden County Schools reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flameproof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed.
- 12 Nothing contained in this Lease shall be construed to prohibit the Dept. of Public Safety, Health Dept., Police Dept., Fire Dept., or any department of Camden County Schools, its agents or employees, from entering the leased premises for the purpose of discharging their lawful duties. The Lessee, or any other person specifically, shall not obstruct the sidewalks, parking areas, passageways, halls, stairways, seating and exits from their intended uses.
- 13 Lessor reserves the right to require Lessee to provide liability insurance or a bond for damages to person or property that may occur while using any facility of Camden County Schools. Failure to secure said insurance or bond will cause the Lessee to forfeit the use of the facility. Lessees charging admission, taking orders or selling merchandise specifically agree to carry comprehensive liability insurance with a company authorized to do business in Georgia of not less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and the Camden County Board of Education against damages that may occur. A certificate of insurance to the facility administrator may be required 30 days prior to the event. This is most often mandated when using the High School Auditorium.
- 14 The Lessee herein shall be liable for any and all damages caused through its own acts or the acts of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property upon Lessor's premises.
- 15 The Lessee agrees to release the Camden County Board of Education, Camden County Schools' employees, agents or volunteers from any and all damages to persons or property during its use of said building, grounds, and equipment. Lessee agrees to indemnify and pay to Camden County Schools for any damages to its property resulting from the use of said building, grounds or equipment by which may be made against Camden

County Schools or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee. The indemnification herein agreed to by the Lessee shall include indemnification for negligent acts of Camden County Schools or any of its agents, servants, volunteers or employees.

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- 16 No nails, tacks, staples, brads, or other things shall be driven into any portion of the building, and no changes, alterations, repairs, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent of the Lessor. Use of scotch tape is prohibited. Nothing, including pins, shall be attached to any curtains. [REDACTED]
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- 17 No animals, other than seeing eye dogs for the blind, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by the Lessor.
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- 18 Lessor reserves the right at any time to order out any person, animals, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a pro rated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined by dividing the total number of hours actually used for the event by the number of hours originally scheduled, then multiplying that number by the total charges.
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- 19 No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by Camden County Schools. However, in the seating areas of the auditorium, no food or drinks are allowed. Only bottled water is allowed in the Lecture Hall. [REDACTED]
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- 20 Televised shows or events held on Camden County Schools' grounds will be required to pay current rate for electrician and/or technician services. The name "Camden County Schools" shall appear in the credits of any event filmed.
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- 21 Fees levied for the playing and/or performing of music or performing scripts under copyright to any licensing agency are the sole responsibility of the Lessee.
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- 22 Lessee agrees that when any part of the building or grounds is used for a meeting which requires freight to be shipped to the facility, that the Lessee will employ an approved agent to receive all freight and to ship all freight from the building within contracted hours. Lessor will not accept freight prior to the meeting date, and Lessor will not be responsible for any freight shipped to any Camden County Schools' facility.
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- 23 SMOKING IS PROHIBITED on Camden County Schools' property by Camden County Board of Education policy and the Official Code of Georgia 16-12-2. [REDACTED]
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- 24 POSSESSION OF BEVERAGE ALCOHOL IS PROHIBITED on Camden County Schools' property by Camden County Board of Education policy and the Official Code of Georgia 03-03-211. [REDACTED]
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- 25 Lessor reserves the right, through its administration, to eject any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. Lessee hereby waives any and all claims for damages against Camden County Schools in the event of such an occurrence.
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- 26 Lessor reserves the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of the Lessor, cancellation is necessary to protect the health, welfare, or safety of the public, or if the premises are used for any purpose other than that specified in this lease, or if Lessee's use constitutes a nuisance or is any other way in violation of the laws or ordinances of Camden County or the State of Georgia, or the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local school needs for school related activities; provided, however, that Lessor shall make every reasonable effort to give Lessee prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract, Lessee shall have no claim of any character against Lessor by reason of such cancellation.
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