

## **USE OF SCHOOL FACILITIES**

Baldwin County Board of Education outlines basic guidelines regarding use of school facilities in Board in Policy No. 525. There is a sample Application for Use of School Facilities and a sample Agreement that is used by Daphne High School on the B & F web site, under forms for Local School Accounting. An agreement should be completed for anyone using BCBOE's facilities.

**#525**

### **USE OF SCHOOL FACILITIES**

The Baldwin County Board of Education as the owner of lands and buildings located thereon utilized for school purposes ("facilities") is of the opinion that such facilities should be made available to non-student groups and organizations or individuals but only for the following purposes:

- 1.** Civic, social, recreational, or community meetings, functions and gatherings open to the general public which promote the welfare of the community and which do not interfere with the principal use of said facilities;
- 2.** Events, functions or meetings sponsored by professional educational organizations and associations.
- 3.** Instruction in any branch of education, learning of the arts, or for the delivery of community education programs.
- 4.** Events sponsored by educational, civic or charitable organizations or groups for which admissions fees are charged, if the fees are to be applied to educational or charitable purposes;
- 5.** The conducting of elections and political meetings;
- 6.** Recreation, athletics, exercise and physical training.

Use of said facilities for such permitted purposes shall be in accordance with and subject to the following criteria and conditions:

- 1.** Use of the facilities shall be restricted to times when school is not in session and when not in use for school purposes; and such as shall not interfere with the use of the facilities for school purposes either before or after such use.
- 2.** Any user of the facilities shall be required to pay a fee or charge for the use of the facilities to assure that all expenses associated with such use (i.e. utilities, janitorial services, security, maintenance, and supervision) are recovered.

3. Any such group, organization or individual desiring to use school facilities shall be required to make written application for such use of a form approved by the superintendent which must be filed in duplicate with the principal at the school not less than fifteen (15) days prior to the date or dates desired for such use. Upon approval of the application by the principal and executive school patrons, the application shall be submitted by the principal to the superintendent's office for approval or disapproval by the superintendent.
4. Said application shall embody, in addition to other provisions required by the superintendent, an agreement by the applicant:

  - a. Acknowledging that the proposed use is not sponsored by or endorsed by the Board of Education, the principal, the executive school patrons, the school or any official or employee of the board;
  - b. To "hold harmless" the board, its members, the superintendent, the principal, the local executive school patrons and all agents or employees of the board from any liability, including attorney's fees (1) for negligence or any other wrongful acts or the user of the facilities or their agents, servants or employees, and/or (2) for permitting the use of such facilities;
  - c. To take out and carry liability insurance in an amount to be determined by the superintendent naming the board, its members, the superintendent, the principal, the executive school patrons and all agents or employees of the board as an additional insured; and to provide to the superintendent, as appropriate, a certificate verifying the purchase of such insurance at the time the written application is submitted.
  - d. To assume all responsibility for damages and/or extraordinary expenses associated with or resulting from the use of the facilities; and
  - e. That the facilities will not be used for any purpose not permitted by this policy.
5. A request for use of school property or facilities pursuant to this policy which is consistent with the permissible purposes set out herein, and which would otherwise be granted, shall not be denied on the basis that presentation of or comment on the relevant subject matter is to be made from a particular

viewpoint or perspective, including, but not limited to, a religious viewpoint or perspective.

- 6.** Should this policy include any statement contrary to a policy adopted hereafter by the State Board of Education, the state policy will prevail.

**BALDWIN COUNTY PUBLIC SCHOOLS**  
2600-A NORTH HAND AVENUE  
BAY MINETTE, AL 36507

APPLICATION FOR USE OF SCHOOL FACILITIES

SCHOOL: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

DATE(S) & TIME OF

MEETING: \_\_\_\_\_

PURPOSE OF MEETING:

\_\_\_\_\_  
\_\_\_\_\_

The organization, by filing this application for use of school facilities, agrees:

- a. The proposed use is not sponsored by or endorsed by the Board of Education, the principal, the local school trustees, the school or any official or employee of the board:
- b. To “hold harmless” the board, its members, the superintendent, the principal, the local trustees and all agents or employees of the board from any liability, including attorney’s fees (1) for negligence or any other wrongful acts of the user of the facilities or their agents, servants or employees, and/or (2) for permitting the use of such facilities.
- c. To take out and carry liability insurance in the amount to be determined by the superintendent naming the board, its members, the superintendent, the principal, the local trustees and all agents or employees of the board as additional insured’s: and to provide to the superintendent, as appropriate, a certificate verifying the purchase of such insurance at the time the written application is submitted;
- d. To assume all responsibility for damages and/or extra-ordinary expenses associated with or resulting for the use of the facilities: and
- e. That the facilities will not be used for any purpose not permitted by this policy.

\_\_\_\_\_  
Organization President and/or Chairperson

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Superintendent

**(This is the agreement used by Daphne High School as a sample format)**

**AGREEMENT FOR USE OF THE DAPHNE HIGH SCHOOL FACILITY**

1. A fee will be charged for the use of facilities- cafeteria, gym, or library.  
Full Day- \$250  
4 Hours or less- \$100

Contract with School

A school employee must be assigned the responsibility to open, close, and clean the facility being used. A charge of \$50 should be paid directly to that individual. (Subject to availability and negotiable)

2. Any group, organization, or individual desiring to hold an event and charge for attendance must provide the cost of security. (Negotiated through Police Department)
3. Adult sponsor (person procuring facility) will be present for the duration of the use of the building. Failure to do so will result in no further use of the facility.
4. Children not participating in the activity are not allowed in the facility unless accompanied by a parent who is not participating in the activity.
5. Restrooms: Use of restrooms will be restricted to those restroom in closest proximity.
6. No one is allowed to walk/roam through building unless accompanied by the Adult sponsor.
7. No food is allowed in the facility.
8. Those who have activities logged on the school calendar will have priority in use and any school function takes highest priority in scheduling.
9. The adult sponsor (person procuring facility) will assume responsibility for damages and/or extraordinary expenses associated with or resulting from the use of the building and will repair or replace damaged items (including light bulbs) to their original condition and the satisfaction of Daphne High School.
10. Meet county's requirements concerning Insurance to the Superintendent.

I understand that by signing this agreement, I assume full responsibility for damages to any part of the facility until the principal/designee inspects the facility. I also affirm that appropriate liability insurance is in place.

\_\_\_\_\_  
Signature

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

\_\_\_\_\_  
Principal

Date of use: \_\_\_\_\_

Time of use: \_\_\_\_\_