

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 1 of 18</b>

## USE OF FACILITIES - GUIDELINES AND PROCEDURES

*The Timberlane Regional School District encourages the use of school facilities for the benefit of educational activities. The board also recognizes its responsibility to make the facilities available as a community resource while preventing the overuse of the facilities.*

### Eligible Organizations:

Realizing the heavy demands for the use of indoor and outdoor facilities, the school district has created five categories of eligibility.

1. **School Sponsored:** These organizations are financially supported by the district.
2. **School Related:** The basis of existence for these organizations is directly school-related, and a school employee or parent of a district student must be the advisor.
3. **Community & Municipal Organizations:** These can be divided into the following sub-categories:
  - a. Organizations that exist in the confines of the district and are targeted for serving students.
  - b. Organizations that exist in the confines of the district and serve adults.
  - c. Religious affiliated groups
  - d. Organizations that are sponsored by the recreation departments of the district's towns.
  - e. Other local and state municipal organizations.
4. **Private Organizations:** These groups must exist within the confines of the district.
5. **Out-of-District Organizations and local organizations that serve out-of district residents.**

Each of the above organizations must be classified as profit or non-profit.

### NOTES:

1. School facilities will be made available to eligible groups when requests are not in conflict with school functions. The five categories of eligible organizations are listed above in their order of priority for scheduling. Should conflict with school-related use arise after agreement for use is made, the school-related use will generally take priority. Exceptions will be considered when undue or extreme hardship might result to the contracting organization.
2. If in the opinion of the superintendent or his/her designee, a group or an organization demonstrates that it has a direct influence on Timberlane students, special considerations may be allowed.

### Application Process:

1. An application for the proposed use of school facilities must be made through the principal's office of the building requested to be used. For the performing arts center, requests must be submitted to the Director of the Performing Arts Center.

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2. Five copies of the application forms will be completed and filed as follows: 1) school building Principal (or Director of the Performing Arts Center when applicable), 2) Athletic Director, 3) Director of Facilities, 4) Business Administrator, and 5) Applicant.
3. Each applicant must sign a covenant not to sue and indemnity agreement, and will be required to provide current certificates of users insurance coverage documentation, or purchase special event coverage (See "Liability" section of policy).
4. The building principal, in conjunction with the Athletic Director, will approve and schedule the facilities.
5. In addition to the basic application, supplemental applications will be required for additional services beyond the basic use of any facility. (such as, but not limited to: custodial or cafeteria staff, technical services, etc.)
6. A copy of the guidelines for facility usage will be included with the application.
7. A non-refundable deposit must be paid by the applicant at the time the application is approved. See the "fees" section below.

Categories of Facilities

The facilities of the Timberlane Regional School District are divided into the following categories:

1. Indoor facilities at any of the District's schools (excluding the Performing Arts Center).
2. Outdoor facilities and athletic fields at any of the District's schools.
3. The Performing Arts Center.

The following is a list of general guidelines that will be enforced for any facility. There may be additional policies specific to each facility category. (See the appropriate appendix)

General Guidelines for Facility Usage:

1. School facilities will be made available to eligible groups when requests are not in conflict with school functions.
2. Should conflict with school-sponsored use arise after agreement for use is made, the school-sponsored use will take priority. Exceptions will be considered by the superintendent or his/her designee when undue or extreme hardship might result to the contracting organization.
3. Approval for facility usage for a given academic year will not be granted until the beginning of the academic year. The academic calendar begins on September 1 and ends on August 31. Exceptions will be made only for the performing arts center.
4. The rental of school facilities shall not be made to a minor.
5. A rental agreement is not transferable. It may only be used by the authorized agent of the organization requesting to use a facility.
6. A rental agreement can be canceled by the Timberlane Regional School District, provided its provisions or intent are violated in any way.
7. No reservations for rental use of facilities may be assumed until written application is

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made and has been approved.

8. The district requires a current certificate of insurance naming the Timberlane Regional School District as an additional insured. Special event coverage is available through the district (See "Liability" section of policy).
9. Renters who wish to use the kitchen equipment must employ a school food service worker. The District Director of Food Services will coordinate and approve applicants.
10. Additional custodial coverage or overtime must be coordinated and approved by the Director of Facilities.
11. Rental of school facilities does not include the use of athletic equipment, musical equipment, sound systems, audio/visual equipment, etc.
12. By state law, all facilities of the Timberlane Regional School District are part of a drug-free and smoke-free zone. Alcoholic beverages and/or tobacco usage are not permitted on school grounds or in any of the school buildings at any time.
13. A policeman is to be on duty at all town functions in all buildings, such as election, town meetings, etc. Additional police may be required at any function at the discretion of the principal. Arrangements for police protection are the responsibility of the renter.
14. Sponsoring organizations shall provide sufficient, competent adult special supervision, and the amount of supervision will be agreed upon at the time the authorization is issued.
15. Groups receiving permission are restricted to the dates and hours approved and to the building area and facilities specified, unless requested changes are approved in advance by the principal.
16. Rental fees are to be paid to the Timberlane Regional School District.
17. Organizations using the facilities in the School District assume responsibility for damage to property or equipment.
18. The Timberlane Regional School District, through its representatives, reserves the right to waive or adjust rental fees at its discretion.
19. The school district, at its sole discretion, may cancel an event due to inclement weather or unforeseen circumstances beyond its control.
20. Pursuant to the protection of school property, no school property is to be used for the operation of unauthorized motor vehicles including, but not limited to go carts, snowmobiles, skateboards, etc. unless authorized by the School Board or its agents.
21. The applicant has the right to appeal any decision made by a building principal, the Athletic Director, the Director of Maintenance, or the Business Administrator regarding the status or terms of a rental agreement. All appeal requests must be filed in writing with the Superintendent of Schools. The Superintendent will hear the appeal. The School Board will hear the issue only when an equitable resolution could not be reached between the Superintendent and the applicant.

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22. The use of pyrotechnics is forbidden at any district indoor facility.

Fees:

1. The Timberlane Regional School District shall charge all renters appropriate fees to cover all additional costs incurred by the district that are necessary to accommodate the renter.
2. Fee schedules for each facility category are included in the appropriate appendix.
3. All fees shall be waived for school sponsored events.
4. The Timberlane Regional School Board shall designate a committee to evaluate and update fee schedules for all facilities on an annual basis.
5. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time the application is approved by the district. Billing for remaining rental fees, custodial costs, and other expenses from the rental agreement will be sent to the applicant within 5 business days after the completion of rental. Payment of these services will be expected within 10 business days from the billing date.
6. All checks should be made payable to the Timberlane Regional School District.

Liability Coverage:

1. Indemnification:

In consideration for allowing the rental of school facilities and in full recognition of the school board's fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor; its board officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all Lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

2. Insurance:

As evidence of its financial ability to indemnify the Lessor, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming the Lessor as an Additional Insured shall be provided. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

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**APPENDIX I: COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_, of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_, in consideration of the right for use to utilize the school premises on the date and time as approved on my request for use of schools as granted by the School Board in the Timberlane School District, hereby covenant with said District, its School Board and their officers, agents, and employees, that I will never, at any time, sue said District, its School Board, or its officers, agents, and employees, for on account of any claim for damage arising out of the use of the premises as provided for in the permit granted to use said school property.

I further agree that if said premises or any portion of the building, during the term of this permit, shall be damaged by the act, default or negligence of myself, my agents, employees, patrons, guests, or any other person admitted to the premises by myself, my agents, or employees, I will pay the Timberlane School District, through the School Board, upon demand, such sum as shall be necessary to restore the property to the condition in which it existed prior to the damage.

I further agree to assume full responsibility for the character, acts and conduct of all persons admitted to the school premises or to any portion of said building, as granted under the permit given by the School Board; and I further agree to have on hand at all times sufficient personnel to maintain order and to protect all persons and the property of the Timberlane School District.

I further understand and agree, in indemnity, that the Timberlane School District, its School Board, officers, agents, employees, assume no responsibility whatsoever for the actions of myself or any person allowed on the premises under the School Board Permit and I hereby release from any liability of any kind of nature the Timberlane Regional School District, its School Board, officers, agents, and employees, for any loss or damage to my property or person which may be caused as a result of the use of this permit. I also further agree that I will save harmless and defend the Timberlane School District, its School Board, officers, agents, and employees, from all claims, judgments, suits, costs, charges, damages and expenses of any nature whoever that may accrue to persons or property on account of or arising by reason of the occupancy of the premises under this permit.

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

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**APPENDIX II: POLICIES & FEE SCHEDULES FOR INDOOR FACILITIES AT THE DISTRICT'S SCHOOLS**

Applicants may request to rent any of the following facilities:

1. The elementary school, middle school or high school gymnasiums, or the high school mini-gymnasium
2. The elementary school, middle school or high school cafeterias
3. All purpose classrooms and other educational spaces, at any of the District's schools (includes the libraries at the high school and middle school).

**Custodial Service:** If deemed necessary by the building principal or the Superintendent of Schools, any organization (including in-district non-profit youth organizations) using school facilities must agree to the assignment of custodial personnel for continuous duty during the time stated on the rental agreement. This requirement includes the time needed to set up prior to the event as well as the time needed to clean up after the event. The district will charge a service fee to the renter for this assignment. The custodian will open the area prior to the time set for a session, arrange the facility as requested. Following the session, the custodian will clean, properly arrange the facility, and carefully inspect the premises before locking the facility. Only those areas designated in the rental agreement shall be opened. At certain times and with certain conditions, no charge will be made for custodial service. These times are limited to occasions when the personnel is present and the area in use is limited and does not interfere with the regular work schedule. The building principal shall make this determination.

**Food Services:** The Timberlane Regional School District participates in Federal Child Feeding Programs and maintains commercial kitchens at each school. District Administration, as well as State and Federal Agencies, govern the operation of these facilities and must be recognized. New Hampshire rules for sanitary production and distribution of food must be observed. To ensure the safe and proper use of care of equipment and facilities, a School Food Service worker is required to be on duty. A food service worker fee must be paid by the renter at a rate established by the district. The District Director of Food Service programs will coordinate and approve applications.

**Event Manager:** The District reserves the right to require that an event manager, a designated school official, be present at any event. The renter would be notified of this requirement in advance and would be charged accordingly.

**Refreshments:** Refreshments are limited to the cafeteria area unless special permission is granted.

**Gymnasium Usage:** Sneakers, or rubber-soled shoes shall be worn at all times when using gym facilities. Food or drink is not permitted at any time in any gymnasium. Bleachers are available for use at the high school and middle school gymnasiums.

**Misuse of Facilities or Equipment:** Any renter who damages or misuses any district facility or equipment shall be charged appropriately for its repair or replacement. The District reserves the right to cancel or suspend any further rental agreements with the renter as a result of the damage or misuse.

**Additional Charges Not in Fee Schedule:** If a renter wishes to use any district equipment including, but not limited to, mats, chairs, sound systems, scoreboards, audio visual aids, etc., the

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renter will incur additional charges for usage and set-up, to be determined as part of the rental agreement.

**Fee Exemption Status:** As long as no conflict with regular school sessions or scheduled school events exists, school affiliated, community youth groups and community youth-serving groups may use school facilities without charge, subject to the following constraints:

- Their membership must consist of no less than 75% students who reside in the Timberlane Regional School District.
- The group has non-profit status.
- They must pay the fees for custodial and supervisory services as deemed necessary by the building principal.
- They must pay for damage or misuse of school property.
- They do not hold any major fund-raising activities at the event.

The superintendent and/or his or her designee shall decide if a group or activity can be awarded fee exemption status.

**Timberlane Regional School District Rental Agreement: Indoor Facility**

Agreement between \_\_\_\_\_ and the Timberlane Regional School District

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours. Number of people involved: \_\_\_\_\_

Requested Facility: \_\_\_\_\_

Special Requests: (please describe)  
Please see the next page for a fee schedule.

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**Fee Schedule for Indoor Facilities:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours/Units	Total
High School Gymnasium	\$150.00 Per Event*	\$300.00 Per Event	\$300.00 Per Event	\$600.00 Per Event		
High School Mini-Gymnasium	\$30.00 Per Event	\$60.00 Per Event	\$50.00 Per Event	\$100.00 Per Event		
Middle School Gymnasium	\$100.00 Per Event*	\$200.00 Per Event	\$200.00 Per Event	\$400.00 Per Event		
Elementary School Gymnasium	\$50.00 Per Event*	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School or Middle School Cafeteria	\$75.00 Per Event	\$150.00 Per Event	\$150.00 Per Event	\$300.00 Per Event		
Elementary School Cafeteria	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School or Middle School Kitchen	\$100.00 Per Event	\$200.00 Per Event	\$200.00 Per Event	\$400.00 Per Event		
Elementary School Kitchen	\$75.00 Per Event	\$150.00 Per Event	\$150.00 Per Event	\$300.00 Per Event		
Any School Library	\$30.00 Per Event	\$60.00 Per Event	\$50.00 Per Event	\$100.00 Per Event		
Classroom or Other Educational Spaces	\$30.00 Per Event	\$60.00 Per Event	\$50.00 Per Event	\$100.00 Per Event		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Kitchen Staff Per Person	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**		
Event Manager	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**		
Other						
Total Charges						

**KF-X - USE OF FACILITIES**

All fees are based on an event that requires four hours of use. Additional usage will result in additional fees.

\* An hourly rate of \$20 per hour will be assessed to any organization that wishes to use the facility for a practice session and that does not have at least 75% of its membership listed as Timberlane Regional School District students. \*\* Four hour minimum required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.



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APPENDIX III: POLICIES & FEE SCHEDULES FOR OUTDOOR FACILITIES & ATHLETIC FIELDS

Applicants may request to rent any of the following facilities:

1. The high school’s main football field (including the stadium seating & track).
2. The Brad Wallace Fields, located behind the SAU office.
3. Any other fields at the high school, middle school, or elementary schools, including tennis courts.\*

\* The District has designated the tennis courts as free and open to the public, but reserves the right to charge any organization any appropriate fees to hold an organized event there.

**Custodial Service:** If deemed necessary by the building principal or the Superintendent of Schools, any organization (including in-district non-profit youth organizations) using school facilities must agree to the assignment of custodial personnel for continuous duty during the time stated on the rental agreement. This requirement includes the time needed to set up prior to the event as well as the time needed to clean up after the event. The district will charge a service fee to the renter for this assignment. The custodian will open the area prior to the time set for a session, arrange the facility as requested. Following the session, the custodian will clean, properly arrange the facility, and carefully inspect the premises before locking the facility. Only those areas designated in the rental agreement shall be opened. At certain times and with certain conditions, no charge will be made for custodial service. These times are limited to occasions when the personnel is present and the area in use is limited and does not interfere with the regular work schedule. The building principal shall make this determination.

**Event Manager:** The District reserves the right to require that an event manager, a designated school official, be present at any event. The renter would be notified of this requirement in advance and would be charged accordingly.

**Trash Pick-Up / Removal:** Trash cans to be emptied by the District at the end of the event, will be provided to the renter. The District reserves the right to charge renters custodial fees if trash is left anywhere other than these designated cans.

**Use of Fireworks:** Fireworks are permitted on school grounds in accordance with the District’s insurance company, and only with special permission. Any organization that wishes to use fireworks must present a specific plan stating when, where, and how the fireworks are to be used. Fireworks may only be handled by a licensed reputable fireworks company. The District requires that an up-to-date insurance application be on file. An event manager must be on duty at all times during the event, and has the authority to cancel the fireworks during inclement weather or for any other unsafe condition. The renter is responsible for hiring appropriate town fire and police officials.

**Field Condition Expectations:** A rental agreement includes the right to use a field, but does not guarantee to the renter that a field will be in *perfect* condition for use. The District makes every attempt to keep its fields mowed, sodded, weeded, lined, and covered with fresh dirt for all *school* events. There are a limited number of grounds crew staff members on duty, and their first priority is to prepare fields that the school uses. If the renter does not like the condition of any field to be

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rented, they may request to pay for grounds crew staff members to prepare that field, subject to their availability. Ample notice must be provided to the District to arrange for this coverage.

**Field Availability:** The district’s Director of Athletics reserves the right to deny any application for use of a field if it is undergoing a reconstruction or reseeded process, if he or she believes the field has been overused, or for any number of related reasons.

**Misuse of Facilities or Equipment:** Any renter who damages or misuses any district facility or equipment shall be charged appropriately for its repair or replacement. The District reserves the right to cancel or suspend any further rental agreements with the renter as a result of the damage or misuse.

**Additional Charges Not in Fee Schedule:** If a renter wishes to use any district equipment including, but not limited to, the press-box or concession stand (at the high school), football equipment, scoreboards, lights, etc. the renter will incur additional charges for usage and set-up, to be determined as part of the rental agreement.

**Fee Exemption Status:** As long as no conflict with regular school sessions or scheduled school events exists, school affiliated, community youth groups and community youth-serving groups may use school facilities without charge, subject to the following constraints:

- Their membership must consist of no less than 75% students who reside in the Timberlane Regional School District.
- The group has non-profit status.
- They must pay the fees for custodial and supervisory services as deemed necessary by the building principal.
- They must pay for damage or misuse of school property.
- They do not hold any major fund-raising activities at the event.

The superintendent and/or his or her designee shall decide if a group or activity can be awarded fee exemption status.

**Timberlane Regional School District Rental Agreement: Outdoor Facilities & Athletic Fields**

Agreement between \_\_\_\_\_ and the Timberlane Regional School District

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_ : \_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_ : \_\_\_

For a total of \_\_\_\_\_ hours. Number of people involved: \_\_\_\_\_

Requested Facility: \_\_\_\_\_

Special Requests: (please describe) Please see the next page for a fee schedule.

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**Fee Schedule for Outdoor Facilities & Athletic Fields:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
High School Football Field	\$200.00 Per Event	\$400.00 Per Event	\$400.00 Per Event	\$800.00 Per Event		
High School Brad Wallace Field	\$100.00 Per Event	\$200.00 Per Event	\$200.00 Per Event	\$400.00 Per Event		
Practice Fields At Any School.	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School Tennis Courts	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School Lights (Football Field Only)	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
Custodial Service Per Person	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*		
Grounds Crew Service Per Person	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*		
Event Manager	\$25.00 Per Hour*	\$25.00 Per Hour*	\$25.00 Per Hour*	\$25.00 Per Hour*		
Other						
Total Charges						

All fees are based on an event that requires four hours of use. Additional usage will result in additional fees.

\* Four hour minimum required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.

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**APPENDIX IV: POLICIES & FEE SCHEDULES FOR THE PERFORMING ARTS CENTER**

**Timberlane Performing Arts Center Rental Agreement**

The Timberlane School Board believes that the Timberlane Performing Arts Center, hereby known as the TPAC, should be primarily for educational activities. The Timberlane School Board does encourage the use by local community groups when such uses do not interfere with a school program, or school sponsored activities.

Authorization for the use of school facilities shall not be considered as endorsement of or approval of the activity, group, or organization nor the purposes they represent. The Director of the Performing Arts Center is authorized to approve and schedule the use of the TPAC by school and non-school organizations.

Procedures for Application for use of the TPAC for Non-school groups.

1. A Facilities Use Form must be filled out and completed by the renter and submitted to the Athletic Director for consideration and action.
2. A Timberlane Performing Arts Center Form must be completed and filled out by the renter and submitted to the Director of the Performing Arts Center for consideration and action.
3. Requests for the use of the TPAC will be made only to the Director of the Performing Arts Center at least 14 days prior to the date of requested use. Reservations will only be accepted three months in advance. Exceptions will be considered on a case by case basis.
4. If a local organization's request is one with regularly occurring dates, approval may be given for the entire schedule providing it is not among the exceptions in the policy. Should a conflict occur because of a TRSD school activity, the right to cancel the permission granted and to arrange an acceptable alternate date with the renter is reserved by the Director of the Performing Arts Center.
5. A competent adult authorized by the organization to sign the written agreement and who is responsible to the organization seeking permission to use the TPAC must make the application.

Responsibility of the Applicant

1. The applicant and the organization will be held responsible for proper use of the facility. They must provide sufficient adult supervision to monitor the conduct of the all persons attending and shall see to it that the activities are confined to the areas and hours requested and agreed upon in the application.
2. In the event that property loss or damage is incurred during such use or occupancy of the TPAC or any district facilities, the amount of damages shall be decided by the appropriate School personnel and a bill for damages will be presented to the group using or occupying the facilities during the time the loss or damage was sustained.
3. No reservation will be made until the application is returned and approved by the Director of the Performing Arts Center. No reservations shall be made for the use of the TPAC until the Facilities Use Form is approved by the Athletic Director and the Director of the Performing Arts Center.
4. Approval for the facility usage for a given year will not be granted until the beginning of the academic year. The academic calendar begins on September 1st and ends of August 31st.

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Exceptions will be considered on an individual basis.

5. Anyone considering renting the TPAC and wishing to take measurements or survey the area, shall stop at the office of the Director of the Performing Arts Center for permission to view the area.
6. Each organization must satisfactorily settle their account, including and additionally incurred damages, before additional dates for future events will be considered.
7. Applicants have the right to appeal any decision made regarding a rental agreement. Please refer to the general application guidelines for the appeals process.

Time Limits

1. During a school day as defined by the Timberlane School Board yearly calendar, permission for use of the TPAC may not be granted until 3:30 PM and may not extend beyond 6:00 AM. Exceptions will be considered on an individual basis.
2. All facilities must be cleared within thirty minutes of the closing time indicated on the TPAC application.
3. Any exceptions to the time limit will be applied for by the applicant in writing at least one week in advance of the event and must be approved by the Director of the Performing Arts Center.

Cancellations

1. A written request for cancellation must be received at least three business days in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay a custodial service fee and any other expenses incurred.
2. Cancellation of permission to use the TPAC may be ordered by the Director of the Performing Arts Center whenever such action is deemed necessary in the best interest of the school district. As much notice to the renter as possible will be given. (Reminder: Postponement of school events may cause sudden change in the use of facilities.)

Safety Coverage

1. Groups receiving permission to use the TPAC are responsible for the observance of local and state safety regulations at all times. In accordance with the local and state regulations, appropriate safety coverage will be required at all functions.
2. The applicant is responsible for arranging and paying for the appropriate safety coverage for the event. It is the responsibility of the renter to present proof to the Director of the Performing Arts Center at least three business days in advance of the event of the acquired safety coverage.

Drinking, Drugs, Profane Language and Smoking

1. In compliance with state regulations, the use of alcoholic beverages, drugs, tobacco products, weapons, profane language, or gambling in any form is strictly forbidden on all school property.
2. Food and beverages are not allowed in the TPAC. No refreshments of any kind may be served unless approved. If approval is granted, serving refreshments shall be strictly confined to the agreed upon designated areas.
3. At all events, no refreshments will be sold or consumed in the auditorium, recital hall or classroom areas.

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Custodial / Supervisory Care

1. Adequate custodial service is mandatory whenever the TPAC is engaged. Each organization using the TPAC must agree to assignment of custodian / supervisory personnel for continuous duty during the time agreed upon in the application.
2. The Director of the Performing Arts Center will indicate the number of custodians required dependent upon the size of the event, the day of the week, and the number of rooms to be used and, furniture setups that may be required.
3. The renter will be charged the current custodial rate which can be found on the TPAC Rental agreement form.
4. The fee to be charged will be based on when the custodian reported for the event and until he/she has finished the necessary cleaning up at the conclusion of the event.

Apparatus / Equipment / Alterations

1. Requests to use the Public Address system, pianos, tables, chairs, audio visual and other equipment etc., must be clearly indicated on the application. The Director of the Performing Arts Center or his/her designee shall handle all such properties. There may be a fee involved for the preparation, operation and return of such equipment.
2. Alterations of any space inside or outside of the TPAC are strictly prohibited unless special permission is granted to the applicant.
3. Any additional time incurred by the school employees will be charged to the applicant.
4. The use of nails, thumbtacks or staples will not be permitted in the arranging of decorations.

Admissions

Organizations renting the TPAC auditorium, when admission is to be charged, shall see and collect admissions in the main foyer only. The ticket booth will not be available for use by any outside organizations unless manned by TRSD personnel.

Parking

Parking lots are the designated places for the leaving of vehicles. Automobiles may not be parked in, or obstruct, fire lanes around any school building. Illegal parking may result in vehicles receiving tickets, warning tags, or towing at the owner's expense. Any violations of these regulations will result in the immediate suspension of the applicant's right to use the TPAC.

**Timberlane Performing Arts Center Rental Agreement: Speaker / Film**

Agreement between \_\_\_\_\_ and the Timberlane Performing Arts Center.

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours. Size of anticipated audience: \_\_\_\_\_

Requested Facility: Auditorium \_\_\_\_\_ (710/950 Capacity) Recital Hall: \_\_\_\_\_ (240 Capacity)

The TPAC agrees to furnish the auditorium / recital hall, HVAC, house lighting, 120 V power and

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access to the restrooms. A stage map will be furnished to the user to note the placement of needed equipment. Additional technical services and / or equipment are required / available as follows:

**Fee Schedule for Speaker / Film:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
Auditorium Seating 950	\$100.00 Per Hour**	\$200.00 Per Hour**	\$125.00 Per Hour**	\$250.00 Per Hour**		
Recital Hall Seating 240	\$50.00 Per Hour**	\$100.00 Per Hour**	\$75.00 Per Hour**	\$125.00 Per Hour**		
Event Manager (Staff required)	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour		
Video Projector (Operator required)	\$10.00 Per Event*	\$20.00 Per Event*	\$15.00 Per Event*	\$25.00 Per Event*		
Theatrical Lights (Operator required)	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour		
Follow Spot <u>Auditorium Only</u> (Operator required)	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Handheld Microphones	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit		
Wireless Body Microphones	\$5.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$15.00 Per Hour Per Unit		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Stage Technician	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Box Office Personnel	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Other						
Total Charges						

\* Per Event = Four Hour Minimum \*\* Four Hour Minimum Required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.

**Timberlane Performing Arts Center Rental Agreement: Drama / Theater**

**KF-X - USE OF FACILITIES**

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
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Agreement between \_\_\_\_\_ and the Timberlane Performing Arts Center.

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours. Size of anticipated audience: \_\_\_\_\_

Requested Facility: Auditorium \_\_\_\_\_ (710/950 Capacity) Recital Hall: \_\_\_\_\_ (240 Capacity)

The TPAC agrees to furnish the auditorium / recital hall, HVAC, house lighting, 120 V power and access to the restrooms. A stage map will be furnished to the user to note the placement of needed equipment. Additional technical services and / or equipment are required / available as follows:

**Fee Schedule for Drama / Theater:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
Auditorium Seating 950	\$100.00 Per Hour**	\$200.00 Per Hour**	\$125.00 Per Hour**	\$250.00 Per Hour**		
Recital Hall Seating 240	\$50.00 Per Hour**	\$100.00 Per Hour**	\$75.00 Per Hour**	\$125.00 Per Hour**		
Event Manager (Staff required)	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00/Item Per Hour		
Orchestra Pit ( Staff required)	\$500.00	\$500.00	\$500.00	\$500.00		
Theatrical Lights (Operator required)	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour		
Follow Spot Auditorium Only (Operator required)	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Clear Com 4 Stations	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *		
Handheld Microphones	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit		
Wireless Body Microphones	\$5.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$15.00 Per Hour Per Unit		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Stage / Sound Technician	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Box Office Personnel	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Other						
Total Charges						

KF-X - USE OF FACILITIES



<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
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\* Per Event = Four Hour Minimum \*\* Four Hour Minimum Required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.

**Timberlane Performing Arts Center Rental Agreement: Music / Concert**

Agreement between \_\_\_\_\_ and the Timberlane Performing Arts Center.

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours. Size of anticipated audience: \_\_\_\_\_

Requested Facility: Auditorium \_\_\_\_\_ (710/950 Capacity) Recital Hall: \_\_\_\_\_ (240 Capacity)

The TPAC agrees to furnish the auditorium /recital hall, HVAC, house lighting, 120 V power and access to the restrooms. A stage map will be furnished to the user to note the placement of needed equipment. Additional technical services and / or equipment are required / available as follows:

**Fee Schedule for Music / Concert:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
Auditorium Seating 950	\$100.00 Per Hour**	\$200.00 Per Hour**	\$125.00 Per Hour**	\$250.00 Per Hour**		
Recital Hall Seating 240	\$50.00 Per Hour**	\$100.00 Per Hour**	\$75.00 Per Hour**	\$125.00 Per Hour**		
Classroom	\$20.00 Per Room Per Event*	\$40.00 Per Room Per Event*	\$25.00 Per Room Per Event*	\$50.00 Per Room Per Event*		
Event Manager (Staff required)	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour		
Steinway Concert Grand Piano	\$40.00 Per Event*	\$80.00 Per Event*	\$50.00 Per Event*	\$100.00 Per Event*		
Choral Risers (4 Risers)	\$10.00 Per Event*	\$20.00 Per Event*	\$15.00 Per Event*	\$25.00 Per Event*		

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Orchestra Pit (Staff required)	\$500.00	\$500.00	\$500.00	\$500.00		
Theatrical Lights (Operator required)	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour		
Follow Spot Auditorium Only (Operator required)	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Clear Com 4 Stations	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *		
Handheld Microphones	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit		
Wireless Body Microphones	\$5.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$15.00 Per Hour Per Unit		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Stage / Sound Technician	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Other						
Total Charges						

\* Per Event = Four Hour Minimum    \*\* Four Hour Minimum Required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.