

**COMMUNITY USE OF SCHOOL FACILITIES**

DEFINITION: "School facilities" are buildings and grounds, parking lots, playing fields and fixed equipment.

It is the Board's desire that the local taxpayers who provide the school should be able to obtain maximum use of the facilities, to the extent consistent with the primary educational function of the school. It is intended that community uses for educational, recreational, social, civic, philanthropic and like purposes be approved by the administration, in accordance with this policy, the implementing regulations, and a fee schedule approved annually by this Board.

The Superintendent is responsible for developing administrative regulations which provide for: timely applications; uses which do not interfere with educational or extracurricular programs of the public school students; preference to local, not-for-profit organizations; and the acceptance of appropriate responsibility and liability.

These factors are to further guide community use:

- A. A certificate of insurance shall be required as appropriate to the particular use;
- B. Alcoholic beverages and use of tobacco products in school buildings or on school premises are a violation of State Law and will not be tolerated on school premises.
- C. School facilities may not be used for any illegal purposes;
- D. Community adults and children are free to use outdoor grounds and facilities for recreation whenever not otherwise scheduled. However, formal approval of buildings and grounds use will only be granted to recognized organizations and groups;
- E. Any approval of the use of school facilities is to require the signing of a *Building Use Form* setting forth the conditions of use;
- F. Application for use is to be made through the Principal, with final approval determined

by the Superintendent; and

- G. Repeat use may be denied to any group or individual that has not demonstrated appropriate conduct and care.

Scheduling of the school facility will be coordinated by the School Secretary. All extra & co-curricular and non-school events must be submitted for approval on a Building Use Form and approved by the Superintendent. When necessary in order to enter into a contract with a professional performer or organization the district will schedule events up to one year in advance.

Facility use may be granted without rental charge, as follows:

- A. Not-for-profit educational, recreational, cultural and fraternal organizations having a significant number of members who are community residents;
- B. Not-for profit groups which present programs that are designed to be educationally, recreationally or culturally beneficial to local citizens; and
- C. Municipal-sponsored groups and organizations.

For-profit entities who provide educational, recreational, cultural, or fraternal opportunities having a significant number of participants who are community residents may be considered for approval.

The following may be requested of any group or individual:

- A. Reimbursement for incidental expenses (utilities, etc.);
- B. A deposit with the application, refundable after leaving the facility in satisfactory condition;
- C. Reimbursement for property damage and any cleaning and repair costs;
- D. Reimbursement for custodian or other staff costs when necessary to the use of the facility; and
- E. Fees for rental of equipment.

## Conditions of Use:

- . A) Presence of school employee A school employee (custodian) selected by the Principal/Food Services Director must be present unless waived by the Principal or Superintendent All non-school groups using the building (other than official boards or committees of the Town) shall reimburse the School Department for the hourly costs of the school employees. The Superintendent may, at his/her discretion, apply additional fees for use of the facilities.
  
- . B) Hold Harmless All applicants for the use of the school facilities shall hold the MSAD#8 School Board, its members, employees and agents free and without harm from any loss, damage, liability, or expense that may arise during or be caused in any way by such use or occupancy of the school facilities. All applicants shall execute a release and hold harmless agreement approved by the Superintendent. The School Board, Superintendent or Principal may in their discretion also require an applicant to furnish proof of adequate liability insurance.
  
- C) Condition of Facilities The user shall leave the facilities in the same condition that they were received. In the event of damage or unanticipated custodial services, which may be necessary after an event, the using organization will be billed for all expenses by the School Department.
  
- . D) Preservation of order All individuals or groups using school facilities are responsible for the preservation of order during all activities and are required to comply with all the applicable statutes, ordinances and regulations, in addition to any policies or conditions established by the School Board. If security is deemed necessary, the user shall pay all expenses.
  
- . E) Approval; Appeal The Superintendent, Principal or his/her designee is authorized to approve and schedule the use of the school facilities. Requests for such use should be submitted far enough in advance to avoid conflict of events. In the event that permission is denied, the applicant may appeal to the School Board directly at their next regularly scheduled meeting, provided that a request for inclusion on the agenda is submitted to the Superintendent's Office at least 10 days in advance of the meeting.

It is the responsibility of the using individual/organizations to comply with the specific

obligations as outlined in the "Procedures for the Use of School Facilities."

Adopted: 4/12/04

Amended 2/28/05, 3/20/06, 09/16/2013, and 11/20/19

# **BUILDING USE FORM**

(A separate Form is required for each separate organization or group for each program or separate event and returned to School Secretary at least 14 days before the event or start date of a program with a series of dates)

ACTIVITY SUPERVISOR \_\_\_\_\_ TEL # \_\_\_\_\_  
EMAIL \_\_\_\_\_ Alt TEL# \_\_\_\_\_

ORGANIZATION/GROUP NAME \_\_\_\_\_  
CONTACT PERSON (if not Activity Supervisor) \_\_\_\_\_ TEL# \_\_\_\_\_

PURPOSE OF ACTIVITY/EVENT \_\_\_\_\_

DATE(s) NEEDED \_\_\_\_\_ FROM/TO: \_\_\_\_\_ AM/PM

**Room(s) Requested (Please Circle)** CAFÉ GYM LIBRARY AUDITORIUM \_\_\_\_\_ ROOM

DESCRIBE ACTIVITY \_\_\_\_\_  
# OF AUDIENCE/PARTICIPANTS \_\_\_\_\_ REFRESHMENTS: YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIAL EQUIPMENT/SERVICE REQUESTED: (chairs, tables, sound system, scoreboard, piano, etc).

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**VINALHAVEN SCHOOL BUILDING USE REGULATIONS**

- 1) The adult making the request must be responsible for the use of school facilities and be present during the activity being held. Request is made through School Secretary. Approval is through Facility Committee with Superintendent.
- 2) An organization, group or individual using the school facilities and equipment will be responsible for adequate supervision of the buildings and grounds and will be responsible for payment of any damage.
- 3) Minor construction, decorations etc must be approved in advance and restored to original condition as soon as possible after the event.
- 4) **NO alcoholic beverages or use of tobacco or vape products in school buildings or on school property.** Having these substances on school proper is a violation of State Law. These laws were enhanced in 2019. Evidence of violations of this law and policy will be reported to law enforcement and trigger immediate revocation of any prior approval (and terminate access) to use the facilities.
- 5) An outside event or activity will not interfere in any way (or be given preference) over a school activity. If a school need unexpectedly arises during a time frame for an ongoing multi-date program, the program or activity may need to be suspended temporarily and implemented with alternate dates.
- 6) Upon review of the completed BUILDING USE FORM, the Superintendent of Schools will determine an appropriate rental fee (to cover expenses) as provided by the Boards Building Use Policy (KF)
- 7) A janitor, or approved designee, must be in the building whenever the building is being used. A Cafeteria worker must be present whenever the kitchen and/or kitchen equipment is being used. An approved light/sound technician must be present whenever the auditorium is being used. Non-School organizations will be charged for required personnel. Other requests may require special arrangements with the school
- 8) Insurance and other requirements are outlined on the reverse side of this Building Use Form.

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**OFFICE USE ONLY**

SCHOOL SECRETARY REVIEW OF AVAILABILITY \_\_\_\_\_ DATE \_\_\_\_\_  
FACILITY COMMITTEE REVIEW \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_ APPROVED OR \_\_\_\_\_ DENIED, because \_\_\_\_\_

\_\_\_\_\_  
COMMITTEE MEMBER SIGNATURE

## **Responsibilities of Program Supervisors and Group or Organization**

- Program Supervisor must collect a list of program participants at the start of the program.
- Program Supervisor must distribute & collect signed copies of the Activity Release form and place the list of participants and signed Release forms in the mailbox outside the Athletic Director's office.
- In addition to the Activity Release form (or in lieu) MSAD 8 may require the group or organization to provide proof of liability insurance. Proof of insurance will be required if the activity is for an event with large numbers of participants or the activity poses unusual levels of risk beyond typical educational or intellectual practices.
- Program Supervisors are responsible for supervising participants and reporting any issues or problems that occur to the custodian on duty.
- Program Supervisors are responsible to leave the facility as they found it.
- At least one Program Supervisor must be present during the activity.
- The Program Supervisor is responsible for notifying the School Secretary or scheduled janitor if the program will be cancelled.
- The custodian on duty has the right to remove unruly persons. It is expected that program supervisors will oversee participants and intervene if necessary.
- The custodian on duty has the right to enforce all building rules. It is expected that Program Supervisors will make every effort to ensure that all school policies, state & federal laws are adhered to. (ie. Food & non-water beverages are not permitted outside the Cafeteria)

Special Note: If the activity requires janitorial services or janitorial services are needed after to clean up it will be the fiscal responsibility of the requesting group to pay for these services.

I have read and accept responsibility for the use regulations on page 1 and the responsibilities above.

\_\_\_\_\_  
Signature of Activity Supervisor  
(Print Name: \_\_\_\_\_)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Organization/Group Leader  
(Print Name: \_\_\_\_\_)

\_\_\_\_\_  
Date

**ACTIVITY RELEASE FORM**

**COMMUNITY/ADULT/ SPORTS/ RECREATION USE  
AGREEMENT FOR ASSUMPTION OF RISK AND  
AGREEMENT TO INDEMNIFY AND HOLD HARMLESS MSAD 8**

In consideration for being permitted to use the facilities at VINALHAVEN SCHOOL, I hereby agree to the following terms and conditions:

1. I am fully aware that hosting or participating in the event/activity (playing or practicing to play in any sport for example) could involve many risks of injury. I understand that the dangers and risk of participating, playing or practicing to play include the risk of serious physical or mental injury.
2. I fully understand that this activity is not sponsored or supervised in any way or in any fashion by MSAD# 8, its agents and employees.
3. I agree to assume all risk of physical or mental injury to myself and all others arising or occurring from or in connection with my use of MSAD# 8 facilities, and I do hereby release and agree to indemnify and hold harmless MSAD# 8, its agents and employees, from any and all liability, actions, damages and claims of any kind or nature whatsoever (including liability, actions, damages and claims caused by or arising from or in connection with the negligence of MSAD# 8, its agents and employees) for physical or mental injury to myself and all others that may arise or occur from or in connection with misuse of MSAD#8 facilities.
4. I agree to abide by the rules and procedures set forth by MSAD# 8 attached to this agreement.
5. By signing this agreement, I affirm that I have read this document carefully and sign it voluntarily with full knowledge of its significance and that I am 18 years of age or older.
6. My role is (check applicable): \_\_\_\_\_ Organization Leader \_\_\_\_\_ Activity Supervisor  
\_\_\_\_\_ Participant or \_\_\_\_\_ Guardian of Minor Participant: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_





## **COMMUNITY USE: AUDITORIUM**

### **Purpose:**

Smith Hokanson Memorial Hall belongs to the people of Vinalhaven. The Vinalhaven School Board of Directors wishes to make the auditorium available to our community of learners for use as a performing arts center, a teaching facility and a place for educational, cultural and civic events.

The Vinalhaven School and its associated programs have first priority of use, whether students are the performers or the audience. In addition, the School Board wishes to make the auditorium available to organizations, municipal groups or individuals within the district who wish to sponsor appropriate civil, cultural, educational, recreational or political activities as long as these activities do not interfere with the conduct of the school programs and are in the best interest of the school system.

The use of the auditorium for school educational activities, sanctioned extra-curricular activities and activities of any organization which exists solely for the purpose of supporting school programs shall be scheduled in that order of priority. However, once any application for use has been approved and rental obligations are met, the booking is considered secured.

### **Policy:**

Scheduling of the school facility will be coordinated by the School Secretary. All extra & co-curricular and non-school events must be submitted for approval on a Building Use Form and approved by the Superintendent. When necessary in order to enter into a contract with a professional performer or organization the district will schedule events up to one year in advance. Events requested within 14 days of the date of the event will be subject to space & staff availability.

The Superintendent or Principal may exercise his/her authority to prohibit access to any group if, in the Superintendent or Principal's opinion, their presence on school grounds is causing an interruption to the school's programs. In addition, the Superintendent or Principal may withdraw any invitation to use the facilities from any group that does not meet the expectations for appropriate building use and supervision.

The Board of Directors of MSAD#8 is the ultimate authority in all matters relating to rental of the facilities.

The School Board will not assume the role of Fiscal Agent on behalf of Non-school affiliated projects or organizations.

There will be no use in any manner that violates local , state or federal law.

### **Categories of Users:**

- 1) Vinalhaven School, including programs for students and resident programs of the Vinalhaven School; school related organizations within the MSAD# 8 District; Municipal organizations within Vinalhaven hosting events that are free to the public; and organizations that exist solely for the benefit of the school, such as Vinalhaven School Enrichment and Partners in Island Education.
- 2) Non-profit organizations located inside the Vinalhaven School District.  
NOTE: Any group wishing to qualify for this category must have a current copy of their 501(c)3 certificate on file with the MSAD#8 Business Office.
- 3) All other organization located inside the Vinalhaven School District
- 4) Non-profit organizations located outside the Vinalhaven School District.  
NOTE: Any group wishing to qualify for this category must have a current copy of their 501(c)3 certificate on file with the MSAD# 8 Business Office.
- 5) All other individuals and organizations.  
NOTE: MSAD#8 will determine the rental category for any event that benefits both for-profit and non-profit organizations.

### **Insurance:**

The administration has the sole right to determine the amount of insurance coverage required for each event. Lessees will provide a copy of their certificate of insurance covering the period under contract, naming the MSAD#8 as an additional insured, if required by the administration. Generally, a certificate of insurance naming MSAD# 8 as an additional insured will be required if a fee is charged for public entertainment which is not held by the local school district or municipal government.

The district will utilize MSMA's Short Term Event Insurance Policy Hazard Schedule as a reference to determine the level of liability coverage necessary for different types of events.

**Additional charges:** Use of the auditorium includes the lobby, audience restrooms, ticket booth, seating, stage, basic stage lights (one setup), and house sound (preset PA with microphone and stand). Additional equipment, setup, or personnel services need to be negotiated in advance with the auditorium manager (see fee schedule).

### **Damages:**

The lessee will be financially responsible for any damages to the facility and or equipment.

### **Theater Manager**

A Theater Manager is required for all contracted use of Smith Hokanson Memorial Hall. The Theater Manager will determine the technical and staffing needs for all events. If appropriate supervision may be provided by another qualified staff member.

**Theater Technician:**

If more elaborate sound, lights or other equipment is needed, a theater technician must be employed in addition to the Theater Manager. (See fee schedule.)

**Custodial Services:**

Custodial services are required for all events. The basic service provided will be to unlock doors, turn on house lights, and clean and secure the facility after use. (See fee schedule.)

**Ushers:**

The lessee must provide ushers in a ratio of one for every 100 people in attendance. Ushers must remain in the auditorium during the performance and intermissions. They will be responsible for the distribution & collection of hearing assist devices. They will assist disabled members of the audience who may need special seating assistance. They will insure that members of the audience behave appropriately and do not abuse the facility or detract from the performance. They will report any issues that arise to the Theater Manger.

**Security:**

The administration has the sole right to determine the level of security required for each event. Security expenses are the responsibility of the lessee.

**Fire and Safety Regulations :**

The use of HAZMAT regulated pyrotechnical stage devices is forbidden. Use of non-HAZMAT regulated pyrotechnic devices and fog machines must be approved in advance by the Theater Manager. The pre approved pyrotechnic devices may only be used (supervised) by a certified pyrotechnic and must receive prior approval from the Fire Chief. Any electrical equipment that does not belong to the school must be inspected and approved for use in the facility.

**Cancellation of an Event:**

The MSAD#8 administration has the sole authority to determine whether the building should be closed for reasons of public safety and will be held harmless in this situation. Notification to the lessee will be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are canceled automatically without penalty to either party. Every effort will be made to reschedule any canceled event to a mutually acceptable date.

Notification of cancellation by the lessee should be done as soon as possible. MSAD 8 reserves the right to bill for untimely cancellations.

**(effective 3-1-08) FEE SCHEDULE FOR SMITH HOKANSON MEMORIAL HALL**

| circle category      | 1             | 2                           | 3                      | 4                                | 5                           |
|----------------------|---------------|-----------------------------|------------------------|----------------------------------|-----------------------------|
|                      | <b>MSAD#8</b> | <b>Non Profit in MSAD#8</b> | <b>Other in MSAD#8</b> | <b>Non Profit outside MSAD#8</b> | <b>Other outside MSAD#8</b> |
| <b>Rental Rates</b>  |               |                             |                        |                                  |                             |
| events w/ admission. | no charge     | \$50 per performance        | \$200 per performance  | \$150 per performance            | \$450 per performance       |
| w/sug.donations      | no charge     | \$50 per performance        | \$200 per performance  | \$150 per performance            | \$450 per performance       |
| Free                 | no charge     | \$25 per performance        | \$100 per performance  | \$75 per performance             | \$225 per performance       |
| <b>Services</b>      |               |                             |                        |                                  |                             |
| Custodian            | TBD           | \$15 hr (1 hr min)          | \$15 hr (1hr min)      | \$15 hr (1 hr min)               | \$15 hr (1hr min)           |
| Security             | TBD           | \$20-\$40                   | \$20-\$40              | \$20-\$40                        | \$20-\$40                   |
| Theatre Manager      | TBD           | \$25 hr                     | \$25 hr                | \$25 hr                          | \$25 hr                     |
| extra technician     | TBD           | \$15 hr                     | \$15 hr                | \$15 hr                          | \$15 hr                     |
| Additional time      | TBD           | \$10 hr                     | \$20 hr                | \$15 hr                          | \$25 hr                     |
| lighting re-focus    | TBD           | \$20 hr per person          | \$20 hr per person     | \$20 hr per person               | \$20 hr per person          |
| seat removal cost    | TBD           | \$10 row out & in           | \$10 row out & in      | \$10 row out & in                | \$10 row out & in           |

- ❖ **Actual charges determined by use of services. Final determination-Superintendent as needed.**
- ❖ **Adapted Fees for long term engagements may be approved by MSAD#8 board or Superintendent**
- ❖ **Fees will be charged for all use, including but not limited to, set-up, rehearsal, performance, strike**
- ❖ **All performance rates are for a 4 hour time slot.**
- ❖ **All rentals will be charged custodial fees. Minimum 1 hour.**
- ❖ **The Theatre Manager may arrive an advance of, and stay after the renters. Reasonable charges will apply.**
- ❖ **Theatre maintains a general stage lighting pattern. Most cues can be built from existing pattern and colors.**
- ❖ **Any changes requested to lighting colors or focus will be billed at hourly rate, including restoration to original.**
- ❖ **Sound for lectures and events w/simple amplification needs can be provided/operated by Theatre Manager.**
- ❖ **An outside sound operator should be contacted to provide sound for concerts or other complex events.**
- ❖ **The Theatre Manager will determine the need for additional technicians.**
- ❖ **All renters must provide 1 usher for the 1st 100 attendees and 1 more for each addition 50 people (best guess)**

Adopted:   4/12/04  Amended   2/28/05  ,   3/20/06

**Contract for use of Smith Hokanson Memorial Hall**

This agreement is made between MSAD8-Vinalhaven and

Name of individual contracting and the organization represented \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

(fee schedule  
updated 3-1-08)**FEE SCHEDULE FOR SMITH HOKANSON MEMORIAL HALL**

| circle category         | 1             | 2                               | 3                          | 4  | 5                                   |
|-------------------------|---------------|---------------------------------|----------------------------|--|-------------------------------------|
|                         | <b>MSAD#8</b> | <b>Non Profit<br/>in MSAD#8</b> | <b>Other in<br/>MSAD#8</b> | <b>Non Profit<br/>outside<br/>MSAD#8</b> | <b>Other<br/>outside<br/>MSAD#8</b> |
| <b>Rental Rates</b>     |               |                                 |                            |  |                                     |
| events w/<br>admission. | no charge     | \$50 per<br>performance         | \$200 per<br>performance   | \$150 per<br>performance                 | \$450 per<br>performance            |
| w/sug.donations         | no charge     | \$50 per<br>performance         | \$200 per<br>performance   | \$150 per<br>performance                 | \$450 per<br>performance            |
| Free                    | no charge     | \$25 per<br>performance         | \$100 per<br>performance   | \$75 per<br>performance                  | \$225 per<br>performance            |
| <b>Services</b>         |               |                                 |                            |  |                                     |
| Custodian               | TBD           | \$15 hr<br>(1 hr min)           | \$15 hr<br>(1hr min)       | \$15 hr<br>(1 hr min)                    | \$15 hr<br>(1hr min)                |
| Security                | TBD           | \$20-\$40                       | \$20-\$40                  | \$20-\$40                                | \$20-\$40                           |
| Theatre<br>Manager      | TBD           | \$25 hr                         | \$25 hr                    | \$25 hr                                  | \$25 hr                             |
| extra technician        | TBD           | \$15 hr                         | \$15 hr                    | \$15 hr                                  | \$15 hr                             |
| Additional time         | TBD           | \$10 hr                         | \$20 hr                    | \$15 hr                                  | \$25 hr                             |
| lighting re-focus       | TBD           | \$20 hr<br>per person           | \$20 hr<br>per person      | \$20 hr<br>per person                    | \$20 hr<br>per person               |
| seat removal<br>cost    | TBD           | \$10 row<br>out & in            | \$10 row<br>out & in       | \$10 row<br>out & in                     | \$10 row<br>out & in                |

- ❖ **Actual charges determined by use of services. Final determination-Superintendent as needed.**
- ❖ **Adapted Fees for long term engagements may be approved by MSAD#8 board or Superintendent**
- ❖ **Fees will be charged for all use, including but not limited to, set-up, rehearsal, performance, strike**
- ❖ **All performance rates are for a 4 hour time slot.**
- ❖ **All rentals will be charged custodial fees. Minimum 1 hour.**
- ❖ **The Theatre Manager may arrive an advance of, and stay after the renters. Reasonable charges will apply.**
- ❖ **Theatre maintains a general stage lighting pattern. Most cues can be built from existing pattern and colors.**

- ❖ **Any changes requested to lighting colors or focus will be billed at hourly rate, including restoration to original.**
- ❖ **Sound for lectures and events w/simple amplification needs can be provided/operated by Theatre Manager.**
- ❖ **An outside sound operator should be contacted to provide sound for concerts or other complex events.**
- ❖ **The Theatre Manager will determine the need for additional technicians.**
- ❖ **All renters must provide 1 usher for the 1st 100 attendees and 1 more for each addition 50 people (best guess)**

Description of Use(s):

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Date(s) and times:

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Total rental fees:

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**This contract must be submitted with a copy of the certificate of insurance.**

NOTE: All non-profit groups must have a copy of their current 501(c)3 on file with MSAD# 8 Business Office. MSAD#8-Vinalhaven will determine the rental category for any event that benefits both for-profit and non-profit organizations. Additionally, the District has the authority to deny any request that is not in the best interest of the facility.

By signing this agreement, I affirm that I have read this document carefully and sign it voluntarily with full knowledge of its significance and that I am 18 years of age or older.

I certify that I have been made aware of the rules regarding use of the portable lift and the servicing of the lights from the catwalk and that I will abide by these instructions. (see attached)

On behalf of the above organization, I certify that I have read and agree to the terms of this contract. I agree to provide adequate adult supervision at all times during the use of the facilities, and as lessee, I will assume responsibility for all fee charges and to indemnify and hold harmless the MSAD#8-Vinalhaven (the "District") its School District Committee, officers, agents, employees and students ("Releasees") from any and all claims, actions, losses, damages, liabilities and expenses (including without limitation attorney's fees) of any kind ("Claims"), including Claims caused by or arising from the negligence of Releasees, arising out of this Contract and/or the use of the facility or the equipment, other school property or school premises.

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Auditorium Manager \_\_\_\_\_ Date \_\_\_\_\_

Principal or Designee \_\_\_\_\_ Date \_\_\_\_\_