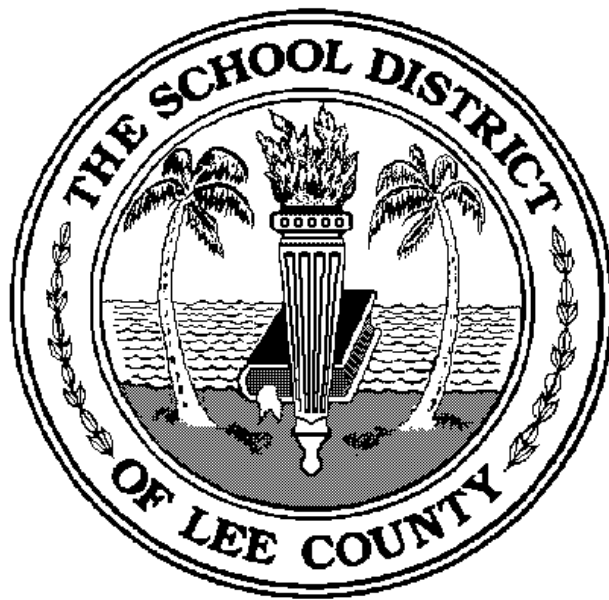


Facility Rental Guidelines



The School District of
Lee County, Florida

PURPOSE

The purpose of this procedure is to establish the rules, conditions, and fees under which District facilities including grounds may be used in accordance with School Board Policy 9.05.

PROHIBITED USES

- A. District facilities shall not be used for any use inconsistent with Board policy, administrative procedures, and State or Federal law.
- B. District facilities shall not be used for any activity which would damage school facilities or grounds beyond normal wear and tear or for any activity which would interfere with District activities or operations.

SCHEDULE OF FEES

The Superintendent shall develop and approve a schedule of fees for the use of District facilities, as set forth in Exhibit A. The Superintendent may adopt changes to the schedule of fees as appropriate. The schedule of fees shall consider costs associated with the use of District facilities such as, custodial services, energy consumption, maintenance and repair (particularly of athletic facilities). The schedule of fees shall be applied to the categories of renters as follows:

ELIGIBLE RENTERS AND APPLICABLE FEES

A. Category A: Internal Organizations

- 1. District sponsored parent groups, such as the School Advisory Council (SAC) and parent/teacher organizations, such as the PTO, PTA, and Booster Clubs.
- 2. Board and District schools and administrative offices that may require use of a District facility for mission-related activities or functions.

Fees – Eligible for Fee Waiver

B. Category B: Other Governmental Agencies

- 1. Governmental agencies, such as local municipal, county, State, and Federal agencies.
- 2. Public meetings sponsored by governmental agencies.
- 3. State universities and colleges and community colleges.
- 4. Athletic, recreation, or other programs sponsored or supported by local governmental agencies.

Fees

- 1. No rental fee shall be charged to Category B renters when reciprocal use agreements exist between the District and the renter and when the value of the reciprocal use is approximately equal, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.

2. In the absence of reciprocal use agreements, or in the event that the value of the reciprocal use is not approximately equal, the Superintendent is authorized to negotiate and approve a fee that is acceptable to both parties.
3. No rental fee shall be charged for athletic, recreation, or other programs sponsored or supported by local governmental entities, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.

C. **Category C: Non-Profits (Participants are NOT charged fees.)**

Not-for-profit organizations qualified under State or Federal law, student groups and clubs that are not District sponsored and parent groups that are not District sponsored which meet all the following criteria:

1. they primarily serve District students of compulsory school attendance age;
2. their primary aim is the development of educational, athletic, social, and/or self-improvement skills;
3. they charge no fees other than normal membership dues and costs of any supplies and materials that the students may consume in the program/event;
4. the frequency of use of District facilities is no more than twice per week;
5. the organizers, supervisors, administrators and any other people involved with the event or program are unpaid volunteers, however, referees may be paid for sporting events and programs; and
6. they have signed a Certification Form stating that the organization meets all the requirements to qualify as a Category C renter.

Fees – Eligible for Fee Waiver, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.

D. **Category D: Non-Profits (Participants are charged fees.)**

1. Not-for-profit organizations qualified under State or Federal law which meet all of the following criteria:
 - a. they primarily serve District students of compulsory school attendance age;
 - b. their primary aim is the development of educational, athletic, social, and/or self-improvements skills;
 - c. they provide after school or summer child care programs combined with academic or athletic development activities for District students or provide tutorial or other educational, cultural, or academic after-school programs for specific schools; and
 - d. the Superintendent or Designee has approved granting the organization a preferred rate designation.
2. They have signed a Certification Form stating that the

organization meets all the requirements to qualify as a Category D renter.

Fees – A preferred rate of one-half (1/2) the standard rental rates shall be charged in accordance with the schedule of fees, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.

Additionally, the maximum fee for a multi-day event will not exceed three thousand dollars (\$3,000). Multi-day events can last no longer than nine (9) months.

E. Category E: All Other Renters

1. Any other organizations or groups, other student groups and clubs and parent groups that do not qualify as a Category C or D renters.
2. Any Category B, C, or D renter when:
 - a. conducting fund-raising events, and when less than 100% of the gross receipts are retained by or provided to the District or school; or,
 - b. performing certain fund-raising activities, such as:
 - 1) charging for admission, soliciting contributions for admission, or requiring any tangible thing of value to participate in the activity for which the facility is being requested; or,
 - 2) requiring any donation of money or other tangibles of monetary value; or,
 - 3) selling or bartering any tangible thing of monetary value.

Fees – A fee shall be charged at the standard rental rates, including any applicable custodial, A/V technician, and other fees, in accordance with the schedule of fees.

SCHEDULING AND PRIORITY OF USE

- A. Facilities may be scheduled no less than two (2) weeks and no more than one (1) year in advance. All scheduling must be coordinated with the school or facility being rented.
- B. See School Board Policy 9.05 for further details.

RESTRICTIONS

The following restrictions apply to all categories of renters.

- A. Renters must comply with all applicable District policies and procedures.
- B. Renters shall not: (1) use, remove, reposition, replace, move, or

otherwise disturb any District equipment or property; (2) make any physical changes to the facilities, buildings, or grounds; or (3) affix or hang pictures, posters, signs, or other items on District facilities.

- C. Renters shall not tamper with or adjust any security, fire protection equipment, fire alarms, intercoms, thermostats, light or air conditioning timers or any other electrical, communication, or control systems.
- D. The consumption of alcoholic beverages, use of illegal drugs, and carrying of firearms (except by law enforcement and JROTC personnel) are strictly prohibited. All property owned by the District, including all interior and exterior spaces within the property boundaries, shall be smoke and tobacco free. Per Florida Statute, no gambling or games of chance permitted on District property.
- E. Renters must remove any materials and items brought into the facility and must make reasonable efforts to clean rooms and areas used or return them to their pre-use condition.
- F. Blocking of fire doors or means of egress is prohibited.
- G. Renters will not sublease the facilities or allow any use other than that for which the lease was approved, except as may be provided for in governmental interlocal agreements.
- H. Renters will not be provided keys to any District facility, except as may be provided for as part of governmental interlocal agreements.
- I. Renter shall not allow play on cafeteria tables or other furniture.
- J. Renters shall not produce an open flame(s) (e.g., the burning of candles is prohibited).
- K. Renters shall not train or exhibit animals, except as part of a District approved curriculum.

GENERAL GUIDELINES AND CONDITIONS

The following apply to all categories of renters except where indicated.

- A. District personnel, custodians, or approved volunteers must be present at all times the facility is being used. Use of the facility may be denied if sufficient school staff is not available to monitor the use.
- B. All renters must complete and submit a Facility Rental Agreement and do so at least ten (10) working days (two (2) weeks) prior to the requested date. Facility Rental Agreements are available on the District website at www.leeschools.net/facility-rentals. Lease requests will include details regarding the purpose of the requested use, date(s) and hours requested, and the specific facilities requested (number of classrooms, etc.). Tax-exempt numbers must be provided when claiming tax-exempt status.
- C. Any fees must be paid in advance unless other billing arrangements are made and approved by the Superintendent.
- D. Cancellation notice must be given by renters at least seventy-two (72) hours in advance. Fees will be refunded if such notice is given to the

school or facility being rented. The school or facility being rented will coordinate the refund with the Facility Development and Programming Services and the Financial Services Department. The District reserves the right to cancel any lease and refund fees as determined by the Superintendent at any time and for any reason.

- E. All renters must provide reasonable supervision and shall be financially liable for all damage to facilities resulting from their use.
- F. As applicable, renters shall comply with the Auditorium Leasing Guidelines, as set forth in Exhibit B.
- G. All renters must assume all liability, provide proof of liability insurance, and hold the District and Board harmless for any and all damages or injuries that result from the use of the facility. Proof of insurance must be provided at the time of application, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The renter shall present a certificate of insurance listing the School Board of Lee County, Florida, as a certificate holder and additional insured.
- H. Renters will be responsible for any and all damages to or theft of District property and shall reimburse the District in an amount determined by the Superintendent in accordance with established accounting principles. Failure to reimburse the District shall disqualify the renter from any further use of District facilities.
- I. Renters shall be responsible for supervising the conduct and control of all patrons and participants and shall ensure that all applicable laws and Board policies and procedures are strictly obeyed.
- J. Violation of this procedure, or any other applicable Board Policy or procedure during the use of District facilities, may subject the renter to immediate revocation of the lease and refusal of permission to use District facilities in the future.
- K. Renters of District facilities must take responsibility for safety when dangerous lightning weather conditions are present. Renters of outdoor District facilities (fields, courts, playground areas, etc.) must cease activities, vacate the area, and take appropriate safe shelter in available buildings and/or vehicles if 1) lightning is seen, 2) thunder is heard, or 3) the District's lightning warning system is activated, by sounding a fifteen (15) second alarm horn blast accompanied with amber flashing strobe lights. In the event that lightning was seen or thunder was heard, renters may resume outdoor activities on District facilities only after the dangerous weather conditions have cleared the area. In the event that the lightning warning system was activated, renters may resume outdoor activities on District facilities only after the all clear signal has been activated, by sounding three (3) short five (5) second alarm horn blasts and the amber strobe lights have stopped flashing.

APPROVAL AUTHORITY

Facility lease requests that meet the procedures contained herein may be approved by the Superintendent or authorized designee. The Superintendent or his/her Designee shall be authorized to make reasonable interpretations of the foregoing procedures regarding use of District facilities.

Exhibit A
SCHEDULE OF FEES

(Checks made payable to the School Board of Lee County, Florida)

STANDARD RATES – Subject to a daily maximum rate of 8 hours

Type of Facility	Hourly Rate (3 hour minimum)
Basic Classroom	\$25
Cafeteria (without use of kitchen)	\$75
Cafeteria (with use of kitchen)	\$100
Small Multi-Purpose Room	\$25
Media Center/Special Purpose Classroom	\$50
Gymnasium	\$75
Auditorium (less than 500)	\$75
Auditorium (500+)	\$125
Stadium (no lights)	\$115
Stadium (with lights)	\$150
Athletic Fields (no lights)	\$40
Athletic Fields (with lights)	\$50
Parking Lot	\$25

PREFERRED RATES

1. Preferred rates shall be one-half (1/2) of the standard rental rates, however, applicable custodial, A/V technician, and other fees shall be charged at the full rate.
2. Preferred renters providing both before school and after school programs on the same day shall have the total hours of use for the day rounded to the quarter hour interval for purposes of determining the rental rate charges.
3. For preferred renters, the maximum fee for a multi-day event will not exceed three thousand dollars (\$3,000). Multi-day events can last no longer than nine (9) months.

OTHER FEES AND REQUIREMENTS

- A. Custodial fees are \$30 per hour. They will be charged when:
 - 1. custodians are required to work outside their normal duty hours;
 - 2. the administrator determines that the custodians cannot fulfill their normal job assignments and also complete the services required for a particular facility use.
- B. When lighting/sound technicians are required for facility use, an additional fee of \$40 per hour will be charged for all facilities. The school administration may waive the requirements for a lighting/sound technician, if deemed non-essential for the event. Staff may also be available at \$40 per hour to perform such tasks as installing and removing gel lens covers on spotlights and backdrops on stages, as approved. Please let the school's Activities Coordinator know in advance if you have specific needs.
- C. If special set ups are required for cafeteria or multi-purpose rooms, an additional fee of \$120 shall be charged.
- D. If scoreboard operators are required, an additional fee of \$16.00 per hour will be charged.
- E. Cafeteria Guidelines: Any use of school food service kitchen facilities by any non-school group shall be subject to the recommendation of the Principal and the approval of the Superintendent or Designee and shall, if approved, require the presence of the Manager or the Manager's designee.

Exhibit B

Auditorium Leasing Guidelines

- A. The Auditorium Coordinator/Auditorium Technician are the school's technical director and lighting supervisors and one is required to be present during set-up, takedown, and the operation of lights and sound equipment during a performance. A renter may hire an outside person to assist, but the school's Auditorium Coordinator or Auditorium Technician must also be present unless waived by the school administration.
- B. The Activities Coordinator is the school based administrator that schedules sports, activities, and events at that site. Advanced questions related to the facilities in general should be submitted to the Activities Coordinator as opposed to either the Auditorium Coordinator or Auditorium Technician who will be present at the performance. The Activities Coordinator may choose to forward questions to the Auditorium Coordinator or Auditorium Technician.
- C. A custodian must be on duty during the renter's preparation, performance, and restoration of the facility to its proper order.
- D. Auditorium rows are numbered and no other identifications are to be affixed to the seats nor are any seats to be removed. Please insure that any printed tickets requiring assignment of seats are issued according to seat numbers. A seating plan with numbers is available from the Activities Coordinator.
- E. Curtains are not to be tied back under any circumstances and nothing is to be affixed to the curtains.
- F. Tape shall not be applied to the stage floor. Washable chalk may be used on designed areas to mark floor position. Please check with the activities coordinator in advance or with the Auditorium Coordinator/Technician on site.
- G. If your performance requires large containers or props, take care that carpets, floors, woodwork, etc. are not damaged. Per the GENERAL GUIDELINES AND CONDITIONS of the Use of Facilities Agreement, "Renters will be responsible for any and all damages to or theft of School board property and shall reimburse the Board in an amount determined by the Superintendent in accordance with established accounting principles. Failure to reimburse the Board shall disqualify the renter from any further use of Board Facilities."
- H. The renter must provide extension cords and any additional fixtures or devices needed for the performance.
- I. All props and set pieces used for the performance must be removed from the school site immediately after the performance. When a lease is executed for multiple uses, the school is not responsible for any equipment left in the auditorium between uses with the risk of loss being that of the renter.
- J. Where dressing rooms are not available or if additional dressing rooms are required, class room space may be rented in accordance with facility rental rates established in the schedule of fees which is an addendum to the Use of Facilities policy.

- K. School props or set pieces are not to be used without the prior consent of the school's drama department.
- L. If a school piano is used, the renter must pay to have the piano tuned after the performance per the guidelines of the individual school.
- M. **NO FOOD OR DRINKS ARE ALLOWED IN THE AUDITORIUM AT ANY TIME.** Check with the Activities Coordinator to determine if they have a designated area in the lobby to serve food. Any concessions sold must be in a pre-packaged form.
- N. Schools do not have the type of phone lines to operate credit card machines.
- O. Renter must provide their own mobile form of communication such as "walkie talkies".

NOTE

High school auditoriums are used by teachers and students as a part of the school's educational process. They are managed by school employees and students, and as such, schools do not have all the amenities that are available at a professional facility. There may be requests made by a renter that cannot be accommodated. Please make certain to make all requests in advance so that the activities coordinator can determine if your needs can be satisfied. Requests made on the day of an event are likely to be denied.