COMMUNITY USE OF SANFORD PUBLIC SCHOOL FACILITIES

Sanford School Department facilities are a resource for the people of Sanford and Springvale and are supported largely by local taxes. The School Committee, therefore, intends to make school facilities available to responsible local community groups and individuals. Any day-time event must be sponsored by a school department administrator and pre-approved by the Superintendent. The School Committee, through the Superintendent as its designee, retains the right at all times to make individual decisions regarding the use of school facilities. At the Committee’s discretion, school facilities will generally be made available in keeping with the following procedures.

PRIORITY USE OF FACILITIES

1. The use of school facilities for school educational activities, sanctioned extra-curricular activities and activities of any organization which exists solely for the purpose of supporting school programs shall, in that order, at all times, take precedence over any community use of the facilities.

2. If not in use for the above purposes, facilities may be available to responsible organizations or individuals for appropriate civic, cultural, educational, recreational, religious or political activities which in the opinion of the School Committee do not interfere with the conduct of the school programs or the best interests of the school system.

3. To maximize use of the Sanford School Department facilities, no non-school group or individual will be given exclusive use of any portion of the facility for a period to exceed three weeks or on a regular continuing basis. The Superintendent or his/her designee may approve exceptions on a case-by-case basis.

4. School athletic programs and activities shall have priority scheduling of athletic facilities. Likewise, school arts programs and activities shall have priority scheduling of performance spaces. The Superintendent or his/her designee may approve exceptions on a case-by-case basis.

5. Use of school facilities may be denied to any person or group who has not demonstrated appropriate conduct and care.

APPLICATION FOR USE OF FACILITIES

1. Groups or individuals shall be scheduled with consideration given to the school department’s annual use. The Performing Arts Center Director will determine the availability of the Performing Arts Center. The Athletic Director will determine the availability of any requested athletic facilities. School Principals and Directors will determine the availability of all other school facilities.

2. Once availability has been determined, the applicant must complete the online facilities request form which can be obtained through the district website – www.sanford.org under ‘Forms’. The Athletic Director, Performing Arts Center Director or building Principal/Director will approve applications on behalf of the Superintendent. Decisions of the Superintendent are final.
3. Advance facility reservations may be made according to the following schedule:

   A. The Performing Arts Center may be booked for school performances up to 13 months in advance. Other events may be scheduled up to 12 months in advance.
   B. Athletic facilities and all other school facilities (classrooms, cafeteria, library, etc.) may be booked up to 9 months for school sponsored events. Other events may be booked up to 3 months in advance.
   C. Any applicant for facility use shall agree in writing to accept the assignment of alternate space if unanticipated needs for the space should arise.

4. The Superintendent has the right to revoke any permission for the use of school facilities, at any time and without prior notice or liability, should the Superintendent determine that such action is necessary or desirable.

PROHIBITED ACTIVITIES

1. No school facility shall be made available for any purpose that may, in the opinion of the School Department, present a risk of damage to any school building, grounds, or equipment.

2. No school facility shall be made available to any group that advocates unconstitutional or illegal acts. No school facility shall be made available for any activities that are, in the opinion of the School Department, contrary to the best interest of the school system or to the educational welfare of the students.

3. Weapons, alcohol possession or consumption, tobacco products (including vaping, ‘JuuL’ing and dabs), illegal drugs, and drug paraphernalia, are prohibited within any building or on school grounds. Violators will be removed from the premises immediately and may be subject to additional school or legal consequences.

4. Animals will not be allowed in school facilities, except for service animals, and only with proper documentation and vest.

5. The use of open flame, including candles, or special effects involving fire or smoke, will be prohibited in any school facility being rented. The Superintendent and the Sanford Fire Marshal may grant exceptions.

CONDITIONS OF USE

1. It is the responsibility of the persons or organizations using school facilities to leave them in the same condition in which they were received. If this is not done to the satisfaction of the appropriate School Department personnel, a charge may be levied for any required cleanup costs above and beyond any fees that would otherwise be applicable.

2. All individuals or groups using school facilities are responsible for the preservation of order during all activities and are required to comply with all applicable statutes, ordinances and regulations, in addition to any policies or conditions imposed by the School Department. If security is deemed to be necessary by the School Department, payment for police, fire, and supervision services shall be the responsibility of the individual or group in question. Evidence of meeting all legal obligations and School Department expectations shall be provided to the Athletic Director or the Performing Arts Center Director 14 calendar days in advance of use.
3. Sanford students are expected to adhere to the Sanford School Department Code of Conduct for all events in any Sanford School Department facility.

4. Any group or individual using school facilities shall be responsible for any loss or damage to facilities or equipment.

5. Proof of liability insurance shall be required as a condition of approval.

In the rental of school facilities:

1. Any non-school or non-Sanford government group must have an insurance bond for liability ($1,000,000 per incident / $2,000,000 in aggregate) and property damage ($300,000 per incident / $500,000 in aggregate). Any facilities used by the applicant will be examined carefully after use to be cross-referenced against a condition and inventory checklist of known issues for those facilities. The applicant agrees to make restitution promptly for any loss or damage occurring during the applicant’s use of the facilities.

2. The School Committee and School Department shall be named as additional insured in all such policies and all insurance provided by the applicant shall be primary to any occurrences, which the School Department may have.

3. The applicant will furnish certificates of insurance indicating that it has provided the coverage required herein no later than 14 calendar days prior to the event or risk forfeiture of the reservation.

4. All insurance required by this agreement shall be placed with insurers licensed to do business in the State of Maine and acceptable to the School Department.

5. If minors are to be involved in the use of a facility they are to be directly and adequately supervised at a minimum ratio of 15 minors to 1 trained adult.

6. Use of the Performing Arts Center stage lighting, sound system, fly system, or projection areas require employment of a technician certified by Sanford School Department. Special regulatory or technical requirements may necessitate the hiring of additional technical personnel. Cost of this technical support is to be paid by the sponsor at the rate established in the fee schedule. All arrangements are subject to the approval of the Performing Arts Center Director.

7. The School Department requires custodial staff to be present and reserves the right through its designee to determine the appropriate level of staffing for each event. The cost of the employee(s) must be borne by the applicant, according to the fee schedule.

8. Use of any School Nutrition kitchen facility requires the presence of a food services employee for health, security, and sanitation reasons. The cost of the food services employee will be borne by the applicant, according to the current rate.

INDEMNIFICATION

To the fullest extent permitted by law, the applicant shall indemnify and hold harmless the City of Sanford, the Sanford School Department, and the Sanford School Committee, its officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including but not limited to costs of defense, including attorney’s fees arising out of or resulting from the performance...
of the signed agreement, provided that any such claims, damage, loss or expense:

A. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof, and

B. is caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the School Department, its officers or employees.

ALTERATIONS

The sponsor of an event shall not make any interior or exterior alterations, including, but not limited to, the attachment of any item to any part of a facility; and specifically without the prior written approval of the Athletic Director, the Performing Arts Center Director or the appropriate building administrator.

Changes to the electrical and/or sound systems, the installation of decorations or scenery, and the moving of pianos, equipment, or other furniture is prohibited unless special permission is obtained from the Performing Arts Center Director, Athletic Director or appropriate building administrator.

TERMINATION BY OWNER

The School Department may terminate this agreement without prior notice to the applicant either upon its failure to comply with any of the terms and conditions of the agreement or upon determination that the applicant has made any misrepresentation to the School Department in connection with its use or occupancy of the facilities.

TERMINATION BY APPLICANT

The applicant may terminate the agreement by written notice at any time prior to thirty (30) days before the date scheduled for use. In the event of termination without such written notice at least thirty (30) days before the date specified, the applicant may forfeit the amount specified in the fee schedule as liquidated damages to the School Department and compensation for its anticipated losses in failing to rent the Performing Arts Center or school facility and unavoidable costs. Notwithstanding the foregoing, the School Department shall not be required to account or otherwise offset any revenues it may receive in renting the Performing Arts Center or school facility in the event of such termination.

FEES (AND WRITTEN AGREEMENT) FOR USE OF SCHOOL FACILITIES

A fee schedule based upon actual costs as determined by the business administrator and facility managers will be developed by the Superintendent or his/her designee and reviewed annually. All users, whether non-profit or profit, will be expected to pay appropriate fees for the use of any facilities. Waivers of fees may be granted, at the discretion of the Superintendent or designee, in exceptional situations.

EQUIPMENT AND SUPPLIES

The use of school facilities does not imply use of school equipment and supplies unless the applicant has received permission for such use and tendered payment therefore according to the schedule of fees.
PAYMENT OF FEES AND CHARGES

All fees shall be paid by the sponsor (renter) no later than fourteen 14 calendar days prior to the event or risk forfeiture of the reservation.

CAPACITY

The number of persons admitted to the school grounds/facilities shall not exceed the lawful posted capacity of any athletic facilities, Performing Arts Center, or rooms for which use has been granted to the applicant.

RENTAL TIMES

School buildings will not be available for use by outside groups until after 6:00 p.m. on school nights and will run no later than 9:00 p.m. Exceptions may be considered and granted by the appropriate school department administrator.

No student activity on a night preceding a school day when school is in session shall be held later than 9:00 p.m. On all other nights, these activities must cease no later than midnight, unless the Superintendent or designee grants special permission.

School buildings may not be available at certain times due to maintenance, unless the Superintendent or appropriate school administrator grants special permission.

SECURITY

If security is deemed to be necessary by the School Department, payment for police, fire, and supervision services shall be the responsibility of the individual or group using the facility.

INCLEMENT WEATHER

Generally, if the school department has cancelled all after-school activities due to inclement weather, any events scheduled by outside groups or individuals at the school will also be cancelled. It is the lessee’s responsibility to check with the school to see if the school has been closed. If school has been cancelled for the day due to inclement weather no school facilities will be available for use that day. In special circumstances, the Superintendent or designee reserves the right to provide exceptions to this inclement weather policy.

CANCELLATION OF AN EVENT

The Sanford Public Schools Superintendent or his/her designee has sole authority to determine whether the facilities should be closed for reasons of public safety and for unforeseen circumstances. Notification will be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are cancelled automatically without penalty to either party. However, every effort will be made to reschedule any cancelled event to a mutually acceptable date.

Cancellation by the lessee (renter) for a reserved date should be completed by noon on the day before the scheduled use. The lessee should contact the Athletic Director for all athletic facilities, the General Manager for the Sanford Performing Arts Center or the appropriate school administrator for other school facilities.
**ADDITIONAL PROCEDURES**

Additional procedures may apply to certain areas including athletic grass fields, turf field, track, school kitchens and the Performing Arts Center. These additional procedures will be made available to the lessee (renter) prior to reserving the facility.

**DEPOSIT**

A rental deposit may be required for non-profit and for-profit organizations. The deposit will be 20% of the applicable fees.

All fees generated pursuant to this policy will be deposited into enterprise accounts managed by the school for the maintenance, care and upkeep of the facility being rented.

All fees generated by rental of the artificial turf field at Sanford High School will be deposited into an account reserved for the repair and eventual replacement of the field surface.

**PROPERTY OF THE SCHOOL DEPARTMENT**

All belongings in desk drawers, cabinets, teacher/classroom supplies are not for public use. All rooms must be returned to their original state at the completion of their use.

**CUSTODIAL SERVICES**

Custodial services are required for all events in which the building will be utilized. The basic service will be to unlock doors, provide necessary equipment, and clean and secure the facility following use. All equipment to be moved must be done so under the supervision of the custodian.

The applicant will contact the Head Custodian or the Event Manager at least fourteen calendar days prior to the facility use to meet and discuss any special needs the applicant may have.

**FIREARMS**

Pursuant to Federal Law, no firearms may be brought onto school property at any time.

**EXTERIOR SIGNAGE**

All requests for use of school department signs must be submitted in writing with the text of the proposed message at least two weeks prior to the event for review and approval.

Any advertising display or non-school department signage to be placed outside a school venue must also be approved prior to placement on any school facilities, grass area, sidewalks or driveways.

The Sanford School Committee reserves the right to adjust this agreement on a case-by-case basis as deemed necessary.

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