

**ALL FACILITY REQUESTS REQUIRE A 30 DAY NOTICE AND CAN BE SUBMITTED ON OUR  
WEBSITE <https://www.fcs.k12.in.us/>.**

**INTERNAL USE ONLY:**

☐ Facility Usage Agreement  
☐ Supervisor Signature  
☐ Proof of Insurance  
☐ Payment  
☐ Cal Stone's Signature  
☐ Dr. William Stitt's Signature

(adopted Board Policy 3/15/2010)  
 (revised 3/20/2023)

## Fremont Community School Facility Use Agreement

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While the primary purpose of school buildings and facilities is the education of the school age youth during the day, the Fremont Community Schools Board of School Trustees recognizes the additional need for the use of buildings and facilities beyond the school day. To be of assistance to the needs of community members the FCS Board of School Trustees has agreed to allow community groups or organizations to utilize Fremont Community Schools' facilities providing certain regulatory requirements are met. It is not the intent of the FCS Board of School Trustees to provide facilities for private gain or illegal activities.

The organization named above releases Fremont Community Schools and all of its employees and agents of all responsibility in regard to liability for bodily injury, property damage and products liability during and related to the organization's use of the facility.

The organization named above hereby agrees not to hold any activity deemed to be objectionable as determined by the values of the community or to create a public disturbance.

### **Specific Guidelines and/Requirements**

1. School programs (school related regular and extra-curricular) take precedence over the use of school facilities by a non-school organization or group.
2. Use of facility and/or equipment is permitted only during the agreed upon date and time as written in the Facility Use Agreement form.
3. The supervisor shall be held responsible for any facility key assigned to them. Under no circumstances shall keys be shared or reproduced.
4. **Under no circumstances should an outside door or exit be propped open, or left unlocked at any given time. Doors are to remain locked and closed while facilities are in use.**
5. The user/supervisor agrees to provide a **first aid kit, cell phone** and any special equipment necessary for activities in gymnasiums and/or any school facility.
6. The responsible party (the supervisor who signs this form) is responsible for making sure that all participants are out of the building before leaving. Children may not be left unattended to wait for rides. **Children must be supervised at all times!**

7. Each group must have at least one adult (minimum age 21 years old) responsible for the supervision. If designated supervisor cannot be in attendance, arrangement for an alternate must be made in advance. **NO** one other than the designated supervisor may sign the Facility Use Agreement Form. Responsible supervisor must provide reasonable and appropriate supervision and shall be responsible for the conduct and control of both patrons and participants and shall see that all district procedures including safety are followed.
8. Children will not be admitted to the building until the supervisor is present.
9. The users of school equipment must accept liability for and damage or loss to such equipment that occurs while it is in their use. Users shall be financially liable for damage to the facilities and for proper supervision.
10. Supervisor must check with appropriate school personnel before moving furniture or equipment.
11. Groups will be confined to their assigned areas. The supervisor is responsible for all persons in the assigned area and must stay until everyone has left the premises. The supervisor is responsible for having all persons supervised out of the building and to secure all outside doors before leaving the building.
12. Courtesy and respect should be shown to all building employees and other citizens who may be using the facility. The custodian is not responsible for supervision of children or programs.
13. When school is not in session the facility is not available for outside users. This includes weather-related closures.
14. School offices and office equipment are not available for usage. Office equipment is not included in this agreement. Areas not specifically designated for use are not available and may not be used.
15. Gym shoes are mandatory in the gymnasium for any athletic activity.
16. Abusive conduct or language is not permitted in the facility. This is an educational complex and we want to maintain a positive atmosphere that is child friendly at all times.
17. SMOKING, ALCOHOL OR DRUGS are not permitted on Fremont Community Schools' property. Any evidence of usage will result in immediate cancellation and refusal of future usage.
18. If clean up, set up or take down of equipment is required by school personnel you will be billed per hourly custodial rate. Checks should be made directly to the custodian on duty.
19. **Payment:** The applicant is responsible for payment of all rental charges associated with the group's use of facilities/sites. **All payment must be made at the time of application in order for the facility to be considered "reserved"**. Checks should be made payable to **Fremont Community Schools**. Payment to all necessary school personnel and or outside contracted personnel (i.e. security) is required immediately following the activity or event.
20. Groups will accept liability for any damage or loss to such facility that occurs while it is in their use. Groups will be liable for proper supervision.
21. Use of FCS facilities will not be allowed on Sundays without permission of the Superintendent.

**Violations of the above guidelines/requirements will result in the refusal of future usage.**

#### **Insurance / Liability Requirements:**

It is required by the Fremont Community Schools Board of School Trustees that the organization wishing to use school facilities purchase and/or provide proof of liability insurance for the protection of itself and Fremont Community Schools for the period of use

herein established. An insurance certificate must be presented prior to reserving the requested facility. A copy will be kept on file with the facility use agreement.

The minimum liability limits of such public liability insurance and property damage shall be in the amount of one million (\$1,000,000) dollars per claim.

### Rental Fees

Facility	Time	Student/School Related	Local Group(s) Not-For-Profit 501C	Local Group(s) For Profit	Total Charge
Gymnasium	____ Hours	N/C	\$25/hr.	\$35/hr.	
Cafeteria	____ Hours	N/C	\$25/hr.	\$35/hr.	
Kitchen	____ Hours	N/C	\$25/hr.	\$35/hr.	
High School Auditorium	____ Hours	N/C	\$25/hr.	\$35/hr.	
Middle School Commons	____ Hours	N/C	\$25/hr.	\$35/hr.	
Tables	# _____	N/C*			
Chairs	# _____	N/C*			

#### Additional Facility Use and/or Requirements:

1. Depending on the program/event/activity a school employee may be required to be present in order to open and close facility as well as safely supervise school facility or equipment (i.e. scoreboards, lighting, sound, audio-visual, mechanical, etc.). **A minimum flat fee of \$30/hour will be expected and paid directly to the school employee immediately following the activity.**
2. **All outside groups will be required to pay a school custodian \$30/hour to be present during event/activity.**
3. Extra personnel determined to be necessary by FCS Administration for safety and security will be at the cost of the organization wishing to use and/or rent the facility.
4. Weight and Fitness rooms and/or equipment in the Middle and High School are not available for rent.
5. \*Table and Chair usage restricted to Fremont community members *only* and must be used within our school district/community boundaries.

### WARNING

**Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death or injury results from the inherent risks of the physical fitness activity.**

**Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you as the supervisor and/or designee may act in a negligent manner that may contribute to your injury or death, to the injury or death of a participant, or that other participants may act in a manner that may result in injury or death to you.**

**You are assuming the risk of providing and/or participating in this physical fitness activity.**

By signing this agreement, I understand that I am responsible for adhering to these guidelines and if one or more is violated I and/or my organization will lose the privilege of using this facility.

