

### 7510 - USE OF SCHOOL FACILITIES

The Board of Education maintains that the public schools are owned and operated by and for the community, and to this end encourages the public use of school facilities for educational, cultural, and civic purposes. Use/rental of school facilities, while not a part of the mission of the Board of Education, is provided as a service to the community in the interest of supporting recreational and cultural activities for the good of its citizens. The Board recognizes this need and makes facilities available on a not-for-profit basis, but the community must recognize that Board of Education funds may not be expended for such non-school related activities. The Board also recognizes that the primary purpose of district facilities is to support the education of students enrolled in the district. Consequently, the Board is responsible for the long term preservation of facilities. Furthermore, the Board reserves the right to restrict the use of facilities for the purpose of ensuring proper maintenance.

Rental fee schedules for all groups and individuals shall be renewed and adopted annually and shall be available from the Facilities Manager. The Board reserves the right to prohibit, rescind, modify or change approved use of the facilities regardless of previous approval.

#### A. General Procedures and Board Regulations

1. Application for use of all school facilities is made to the Facilities Manager for approval by the Superintendent or his/her designee pursuant to Board policy. The person submitting the application must be a Willingboro Township resident.
2. There shall be three categories of organizations requesting use of facilities, and each organization shall be charged the prevailing rate for its respective category as established by the Board. The categories and their respective criteria are:

CLASS "A" any Willingboro Township nonprofit organization whose sole purpose is to advance Willingboro Township or benefit the interest of the schools or youth of Willingboro Township and senior citizens.

CLASS "B" any local organization whose sole purpose is for the social, civic, or charitable benefit of Willingboro Township as a community.

CLASS "C" any organization which does not fall into the above classifications whose purpose is to build up or benefit its own organization or interests.

3. All organizations which charge an admission fee must pay for the use of the facility.
4. All Application for Use of School Facilities must be submitted at least 60 days in advance of the date of the activity through the office of the Facilities Manager.
5. Payment in full for use of the facility and for a security deposit when required must be made no later than one week preceding the scheduled activity. A 50% down payment is due 30 days before the scheduled activity. Checks issued without available funds will result in denial of use unless immediate cash payment is provided together with reimbursement for any additional costs incurred by the Board. The organization representative must inform the Facilities Manager of any cancelled use request as soon as he or she is aware of the cancellation. An organization's failure to inform the Facilities Manager of the cancelled use at least 72 hours in advance of the scheduled time of the use may result in forfeiture of payment received to compensate district employees and contracted vendors. Permission to use school facilities is not transferable.
6. No reservation will be made until the Application for Use of School Facilities is returned and approved by the Superintendent of Schools or his/her designee.
7. Application to use school property must be sponsored by an established local organization for use by the people of Willingboro Township. It is anticipated that all facilities and fields will be utilized primarily by the residents of Willingboro Township. It is recognized that a group or organization requesting use of a facility may include a small number of non-Willingboro residents. To be considered for approval, a minimum of 50% of participants must be Willingboro residents. The district reserves the right to verify residence of participants. The district reserves the right to prohibit, rescind, modify, or change an approved use of facility request if the number of Willingboro participants falls below the 50% requirement.

8. The Board reserves the right to deny approval for facilities use for activities when the Board believes this permission to conduct such an activity will place the safety of students, staff, members of the community, or participants in jeopardy or which may place the Board in a position of bearing inordinate liability. Such activities which shall be denied include those for which the sponsors are, in the judgment of the Board, unable to certify the presence of adequate security.
9. Requests for dances will be considered only if sponsored by a school club or organization or by an organization whose sole purpose is to support the school such as PTAs and Booster Clubs.
10. Organizations requesting use of facilities may indicate a preference for the specific facility they wish to use, but assignment to a specific location once the request has been approved shall rest with the Board. The Board reserves the right to deny use of certain restricted areas, and, particularly, does not permit use of facilities which contain equipment which is costly and sensitive to vandalism such as computers and musical instruments or areas which may pose a safety hazard such as shops.
11. Organizations whose activities extend beyond the time specified in the request shall be charged for each additional half hour or fraction thereof at the applicable rate. In no case may an activity extend beyond 10:30 p.m. consistent with this policy. All participants must vacate the facility by 10:30 p.m.
12. Members of the Board of Education staff may not perform any activities beyond normal custodial and security functions. Facilities are rented as is, and organizations may make their own arrangements for special needs. No services for relocating furniture and equipment are available from the Board.
13. Each facilities use request shall carry the name of at least one responsible party who shall be present at the site throughout the activity and who shall be available to the Board Security Officer and shall cooperate fully with direction provided to the Security Officer. Failure to do so could result in denial by the Board of future requests for use of facilities by that organization.

### B. Availability of Facilities

The school shall have precedence in the use of all school facilities. Facilities may be rented only when not needed for school purposes and under such circumstances that the renting will not interfere in any way with the school program or operation. No use of school buildings will be granted during school hours, holidays, school closure per the district calendar, Sunday evenings, or during the summer months when buildings are undergoing major cleaning.

### C. Board Control of and Responsibility for Facilities

1. School facilities are rented solely by the Board of Education which may withdraw for just cause permission which has been previously granted.
2. No grant of permission to use school property shall carry with it any right to exclude members of the Board of Education/School Administration or their representatives from the property. Any member of the Board/School Administration or their representatives shall have full and free access at all times to any part of the building.
3. School personnel are present as representatives of the school for purposes of security, inspection, and observation. Services of these personnel are not at the disposal of the sponsor. Fees or gratuities are not to be paid to any member of the Board of Education staff. Only the Board of Education may pay employees for services involving the use of school facilities.
4. No one is permitted in any building unless a Board employed custodian is on duty or without the proper authorization.
5. School facilities are available outside of school hours. School facilities are not available for use during the school day. School facilities will not be available on Sunday evenings, periods of school vacations, school closure as per the district calendar, and public holidays. Factors that limit availability of use are the district's ability to adequately staff the event, the ability of the district to adequately supervise multiple requests for use, and prevention of over use of facilities.
6. The use of school facilities will not be granted for observances or celebrations that are essentially private in nature or for meetings of small groups that can convene in private homes.

### D. Responsibility of Sponsors

1. The sponsor is responsible for the proper care and use of all school property. The sponsor shall be the first person admitted and the last person to leave, and shall be in attendance at all times during the occupancy of the building. It is the responsibility of the sponsor to see that the premises are vacated promptly as specified on the permit. Field and play areas shall not be adjusted to facilitate a program inappropriate to the dimensions of the existing school program (e.g. base lines changed, player seating, bleachers moved, etc.).
2. The sponsor is responsible for payment for the work hours of a custodial worker (s). A district custodian must be on-sight for all activities. The number of custodians required will be based on the number of participants and the type of event.
3. All organizations must complete their activities and exit the facility by 10:30 p.m. Organizations which violate this provision will be fined in the amount of double the hourly rate in effect which must be paid prior to any future use. Subsequent violations will jeopardize the organization's future use of facilities.
4. The sponsor is responsible for maintaining proper order on the part of all participants and for restricting the premises to the organization's invitees. All events will require a minimum of one district security personnel, the cost of which shall be borne by the activity sponsor. The Board reserves the right to establish standards for supervision of activities, including requiring police presence and additional district security personnel, the cost of which shall be borne by the activity sponsor.
5. The Board of Education, the school, or its employees are not responsible for damage or loss to any items left on school property. The sponsor assumes all liability for all claims resulting from accident, theft, or other cause.
6. The applicant shall submit, a certificate of insurance for liability in the face amount established by the Board with the Willingboro Township Board of Education named as co-insured with the application. All applicants shall hold the Willingboro Public Schools free and without harm from any loss or damage, liability or expense which may be caused in any way by the use of the facilities. The organization must indemnify the Board and its agents

to the extent permitted by New Jersey law. Special events and activities involving large groups may require additional insurance coverage as determined by the Superintendent of Schools or his/her designee.

7. The school district shall provide a copy of Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy in the minimum amount of \$1,000,000.00 per person, per occurrence; insuring the youth sports team organization against liability for any bodily injury suffered by a person (the district may require a higher insurance policy based on the type of event and number of participants). The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries.

For the purpose of this Policy, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation departments

8. Only the dates, times and facilities listed in the request are included. Organizations requiring the use of additional time for set-up, rehearsals, etc., must include such time in their application and, such time will be included as hours charged to the organization. The applicant will receive only the facilities requested on the form, and responsibility for reasonable care of the facilities during the activity is required.
9. The applicant shall maintain responsibility for the cleanliness during the activity and for damage to the building, furniture, or equipment is the liability of the sponsoring organization; and organizations which violate this procedure may be denied future. The designated sponsor of the activity will be required to inspect the premises with an employee of the Board both before and after the activity and to sign off on a building condition report. Damage to facilities shall be corrected at the cost of the organization. The organization will be billed for all damages. The hanging of banners, decorations, signs, etc. within the building shall take place only in the

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- designated areas and shall be accomplished using masking tape only. Nothing shall be taped to any glass areas.
10. The capacities of selected areas are indicated on the application. Tickets may be sold in advance only, and the number of tickets available must not exceed the capacity of the facility.
  11. Gymnasium
    - a. Street shoes are not permitted on the gym floor.
    - b. All rules of safety are to be observed.
    - c. Children must be supervised both in the gym and in the locker room at all times.
    - d. Food and beverages are not permitted in the gym.
    - e. Bleachers shall be extended and retracted by district personnel only.
  12. The person signing the application represents that he/she is a local resident and is authorized to make such commitments on behalf of the organization.
  13. The applicant will represent that the facilities requested will not be utilized by any person, group, or organization which advocates the overthrow or subversion of the government of the United States or any activity related to or designed to accomplish such an objective; and the applicant will further represent that it has not engaged any speaker to appear before it who advocates any of the aforementioned objectives. No organization may sublet facilities to another organization once permission is granted.
  14. Food and beverages are permitted only in the cafeteria or multi-purpose room and organizations are required to provide clean up following activities in which food is served. Food and/or beverages are never allowed in the high school auditorium. Failure to do so will jeopardize future use of the facilities by the organization.
  15. Organizations which require indemnification disclosures must list the Board as well as the organization as being held harmless.
  16. A signed copy of the application shall be returned to the applicant from the building and grounds office and shall indicate either approval or denial or request. If approved, all fees or deposits required shall be stated on the form. All fees and

security deposits shall be paid to the Board at least one week in advance of the date of use. A 50% down payment shall be made 30 days before the event. All fees shall be collected by the Board Secretary. Fee payment shall be made in the form of a check or money order made payable to the Willingboro Board of Education. Approved applications must be in the possession of the supervisor of the organization during the use of the facility. The supervisor shall show the approved application to any school official or agent upon request.

17. The organization representative must inform the Facilities Manager of any cancelled use request as soon as he or she is aware of the cancellation. An organization's failure to inform the Facilities Manager of the cancelled use at least 72 hours in advance of the scheduled time of the use may result in forfeiture of payment received to compensate district employees and contracted vendors.

### E. Parking

Vehicles are not permitted on any part of the field areas for any reason (except for emergency vehicles). Parking is limited to the paved areas designated as parking lots. Violation of the parking policy shall result in automatic revocation of the organization's privilege to continue using the facility.

### F. General Information

1. All activities shall be canceled for emergencies such as inclement weather at the discretion of the Board with no further obligation to the sponsoring organization. The organization contact listed on the Application for Use of School Facilities shall be notified promptly of this determination.
2. No alterations are permitted to buildings or electrical systems.
3. Smoking or Vaping is prohibited by law in all school facilities. It is the responsibility of the sponsoring organization to indicate that smoking is prohibited in the school facilities on all printed programs and advertising and to enforce the "no smoking" rule.
4. The use, possession, and/or distribution of alcohol, marijuana, tobacco products, and/or controlled dangerous substances are absolutely prohibited.
5. The use or presence of intoxicating drinks is prohibited from all buildings and grounds. It is the responsibility of the sponsor to see that this regulation is strictly enforced.
6. There shall be no gambling in any of the Willingboro Township school facilities.



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7. Permission to sell or display anything must be requested in writing to the appropriate representative of the Board of Education at the time the request to use the facility is made.
8. The sponsor or sponsoring organization is responsible for all fees and taxes including but not limited to assessment, social security, and payroll taxes.
9. The sponsoring organization is responsible to the community to assure that all funds collected and disbursed as part of an activity held on school district property are in keeping with the stated purpose of the event.
10. The Board of Education will grant the full use of the non-classroom spaces but does not provide the use of school furniture or other accessories beyond usual seating.
11. The use of the facilities by a religious group for instructional and/or religious purposes must be restricted to temporary and emergency basis, and the group must show definite effort and progress in obtaining and/or providing its own facilities as quickly as possible. At no time may any group disseminate religious-oriented materials to pupils.

N.J.S.A. 18A:20-20; 18A:20-34

Adopted: 10 September 2007

Revised: 27 April 2015

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THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF WILLINGBORO  
IN THE COUNTY OF BURLINGTON, NEW JERSEY

### INDEMNITY AGREEMENT FOR USE OF SCHOOL FACILITIES

This agreement to indemnify (the "Agreement") the Board of Education of the Township of Willingboro in the County of Burlington, New Jersey (the "School District") by

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(print name of organization or group)

(the "Organization") is executed into in conjunction with an application by the Organization, relating to the utilization of School District property (the "Property") by the Organization and incorporates all of the terms and conditions set forth therein, in Policy #7510 of the School District ("Policy 7510") and the Application for Use of School Facilities. The terms of the Organization's use of the Property are set forth in Policy 7510 and the Application for Use of School Facilities and include but are not limited to, the description of the Property to be utilized by the Organization, the dates and times of such utilization and the purpose for which such Property is to be utilized.

Indemnification. To the extent and subject to limits permitted by applicable laws of the State of New Jersey as in effect from time to time during the term of this Agreement, the Organization shall indemnify and save harmless the School District and its agents, employees, officers and directors from and against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses (including but not limited to reasonable attorneys' fees) that the School District may incur or be subject to as a consequence, directly or indirectly, of any breach, non-performance, or negligent act by the Organization, any of its members or any persons on the Property in conjunction with the Organization's use of the Property, of its obligations under the Authorizing Documents, in connection with such performance or non-performance, or the possession, operation, or condition of the Property. The Organization shall reimburse the School District for all losses, costs, charges, and expenses (including reasonable attorneys' fees) that the School District may incur or be subject to as a consequence, directly or indirectly, of involvement in any legal proceeding or action relating to the foregoing. All amounts which become due shall be payable by the Organization within thirty (30) days following a demand by the School District and shall survive the termination or expiration of this Agreement.

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Application to use school property must be sponsored by an established local organization for use by the people of Willingboro Township. The person submitting the application must be a Willingboro Township resident. It is anticipated that all facilities and fields will be utilized primarily by the residents of Willingboro Township. It is recognized that a group or organization requesting use of a facility may include a small number of non-Willingboro residents. To be considered for approval, a minimum of 50% of participants must be Willingboro residents. The district reserves the right to verify residence of participants. The district reserves the right to prohibit, rescind, modify, or change an approved use of facility request if the number of Willingboro participants falls below the 50% requirement.

IN WITNESS WHEREOF, the authorized representative for the Organization has hereunto set his or her hand as of the date set forth below and such signature has been properly attested.

\_\_\_\_\_  
(Print Name of Organization or Group)

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Dated: \_\_\_\_\_

### A. Rules for the use of school facilities

1. Users of school facilities will be bound by the law.
  - a. Users must comply strictly with all applicable statutes; municipal ordinances; and rules of the Board of Health, Fire Department, and Police Department regarding public assemblies.

- b. The use must not exceed the established capacity of the facility used.
  - c. The use must not involve gambling or games of chance.
  - d. The use, possession, and/or distribution of alcohol, marijuana, tobacco products, and/or controlled dangerous substances are absolutely prohibited.
  - e. Smoking or Vaping is prohibited. There is no smoking or vaping allowed anywhere on school property either owned or leased. Violators will be subject to local police arrest.
  - f. School facilities cannot be used for any purpose prohibited by law or likely to result in rioting, disturbance of the peace, damage to property or for the purpose of defaming others.
2. Users of school facilities will respect Board property.
- a. The user will not damage, destroy, or deface school property. The facility will be used with care and left in an orderly and neat condition.
  - b. The user must obtain the permission of the building Principal to bring equipment, decorations, or materials to the school facility. No equipment, decorations, or materials may be nailed to floors, walls, windows, woodwork, curtains or fixtures or affixed to the same in any manner that defaces or damages school property. Masking tape may be used but it cannot be used on windows.
  - c. Any equipment, scenery, decorations, or other material brought to the school facility and any debris caused by the use or remaining after the use must be promptly removed by the user. Any such materials left on school premises more than 24 hours after the use may be removed by the Board at the user's expense. The Board assumes no liability for damage to or loss of materials brought to school facilities.
  - d. The user must obtain the permission of the building Principal to

- use, move, or tune a district piano. A piano may be moved only by a competent and experienced commercial mover and at the expense of the user. Any piano that has been moved must be returned to its original placement with the same care and at the expense of the user.
- e. Users of the gymnasium must insure that all participants in the use wear rubber-soled footwear to prevent damage to floors.
  - f. No school facility may be used for a purpose in conflict with the purpose for which the facility was designed.
  - g. Lighting equipment, ventilation systems, gymnasium bleachers, sound boards and thermostatic controls may be operated only by an employee of the district.
  - h. The user must obtain the permission of the Facilities Manager to serve and consume food and/or beverages on school premises. The service and consumption of food and/or beverages is strictly limited to the area for which permission is granted. If food and/or beverages are served, the user must clean all utensils, equipment, serving dishes, and the like and restore the facility to its proper condition. The user may not consume food or beverages or use supplies purchased with public funds.
  - i. No signs, posters, advertisements, or other displays may be placed in a school building without the approval of the Facilities Manager.
  - j. No school keys shall be issued to a user.
  - k. No animal shall be allowed on school premises without the approval of the Facilities Manager.
  - l. The Facilities Manager or his designee and the Building Principal is responsible for examining the facility immediately after the use and informing the user of any loss or damage that must be corrected.
  - m. Permission to use school facilities extends only to the facility

requested. Users are not entitled to enter health offices, administrative offices, storage closets, or any other room to which permission to use has not be expressly granted. Users are not permitted to use district telephones, typewriters, and office equipment.

- n. No vehicles of any type shall be operated in any area that is not designed for such vehicles.
3. Uses must be properly supervised.
    - a. A school custodian must be on duty during the entire time a use occurs. The custodian is present for the purpose of insuring the security and proper functioning of the facility and of enforcing these regulations. The custodian is paid by the Board and may not accept gratuities from users. If the custodian is directed by the Facilities Manager or the Principal to perform extra services as an accommodation to the user, the user will be charged an additional fee and the custodian will be compensated accordingly by the district.
    - b. The use of certain school facilities (such as kitchen and auditorium sound) requires the services of school employees trained in the use of the facility. The user will be charged an additional fee and the school employee will be compensated accordingly by the district.
    - c. The user must assume full responsibility for the conduct of all participants in the use while they are in or about school buildings and grounds and must enforce these regulations. All events will require a minimum of one district security personnel, the cost of which shall be borne by the activity sponsor. The Board reserves the right to establish standards for supervision of activities, including requiring police presence and additional district security personnel, the cost of which shall be borne by the activity sponsor.
    - d. The user must, in consultation with the Facilities Manager, anticipate the need for the assistance of police officers, fire fighters, and/or parking attendants. All such services must be arranged by the user and will be at the expense of the user.

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When a user refuses or fails to secure police, fire, and/or parking assistance after having been advised to do so by the Facilities Manager, the Facilities Manager may recommend that permission to use the facility be withdrawn.

- e. Board members and school officials are entitled to full and free access to any part of the school premises during any use. No user may exclude a Board member or school official from a school facility for any reason.
  - f. Failure to abide by the policies and regulations set forth in #7510 can result in immediate eviction from the facilities. The Facilities Manager will notify the responsible on site person of his/her decision to withdraw approval of use. The participant shall vacate immediately and have no recourse against the School District. All monies paid will be forfeited.
- B. Fee schedules are modified periodically to reflect actual costs and are available from the Facilities Manager. A 50% down payment is due 30 days before the event. Payment in full for use of the facility and for a security deposit when required must be made no later than one week preceding the scheduled activity.

Organizations whose activities extend beyond the time specified in the request shall be charged for each additional half hour or fraction thereof at the applicable rate. In no case may an activity extend beyond 10:30 p.m. All participants must be off the premises by 10:30 p.m.

The organization representative must inform the Facilities Manager of any cancelled use request as soon as he or she is aware of the cancellation. An organization's failure to inform the Facilities Manager of the cancelled use at least 72 hours in advance of the scheduled time of the use may result in forfeiture of payment received to compensate district employees and contracted vendors. Permission to use school facilities is not transferable.

Facility fee schedule:

All rentals are a minimum of (4) hours.

Classroom:

\$25.00 per/hour

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Multi-Purpose Room:		\$30.00 per/hour
Cafeteria:		\$65.00 per/hour
Kitchen:		\$30.00 per/hour
Gymnasium:	Intermediate and Middle. High School	\$65.00 per/hour \$75.00 per/hour \$500 Security Deposit
—		Returned if no
damage		
Auditorium:	H.S.	\$85.00 per/hour \$500 Security Deposit
—		Returned if no
damage		
Athletic Field:	High School	\$85.00 per/hour
per/field		
	Middle School	\$65.00 per/day
per/field		
High School Stadium:	(includes Lights) Sound/Score Board	\$100.00 per/hour \$200.00 per event (operated by district staff only)
Staff Coverage:		
per/person	Maintenance/Utility	\$35.00 per/hour
per/person	Custodial	\$35.00 per/hour
per/person	Security	\$35.00 per/hour
per/person	Audio/Visual Tech	\$55.00 per/hour
per/person	Kitchen Staff	\$24.00 per/hour



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NOTE: All facility use rentals require appropriate staff coverage, for which there is a fee. Staffing charges begin (1) hour before until (1) hour after completion of the event.

There shall be three categories of organizations requesting use of facilities, and each organization shall be charged the prevailing rate for its respective category as established by the Board. The categories and their respective criteria are:

CLASS "A" any Willingboro Township nonprofit organization whose sole purpose is to advance Willingboro Township or benefit the interest of the schools or youth of Willingboro Township and senior citizens.

CLASS "B" any local organization whose sole purpose is for the social, civic, or charitable benefit of Willingboro Township as a community.

CLASS "C" any organization which does not fall into the above classifications whose purpose is to build up or benefit its own organization or interests.

### Reduction in Cost

Class A Group	\$10.00 reduction of hourly rate for cafeteria, gymnasium, athletic field, and stadium.
Class B Group	\$5.00 reduction of hourly rate for cafeteria, gymnasium, athletic field, and stadium
Class C Group	no reduction in hourly rates.

Groups that fall into Class A will be granted the use of facilities at no cost for practice sessions. The group may be required to pay the fee for personnel if required (security, custodians).