



ST. HELENA PARISH SCHOOL DISTRICT

A Relentless Pursuit of Excellence

AGREEMENT ON USE OF LAND & BUILDINGS APPLICATION

ST. HELENA SCHOOL BOARD
STATE OF LOUISIANA

This agreement is hereby entered into between _____ hereafter referred to as
Name of Organization

APPLICANT, herein duly represented by _____, its authorized legal agent and the **ST. HELENA**
Name of Organization's Legal Agent

PARISH SCHOOL BOARD herein represented by its Superintendent. The **ST. HELENA PARISH SCHOOL BOARD** agrees to allow
APPLICANT to use its property located in St. Helena Parish and more specifically:

Type of Event _____

Name of School Campus _____ St. Helena Arts and Technology Academy _____ St. Helena Parish School Board
_____ St. Helena College and Career Academy _____ St. Helena Early Learning Center

Campus location _____ Gym _____ Lunchroom _____ Classroom _____ Auditorium
_____ Other _____

Will food be prepared on school premises? _____ Yes _____ No

Will school facilities be used in food preparation? _____ Yes _____ No

Will food items be sold? _____ Yes _____ No

Date and length of time to be used _____
Date of Event Length of Time for Event

The applicant hereby agrees to the following conditions:

1. A "hold harmless" statement having the effect of holding the Board free from any liability that may arise while the facilities are in use and waive all rights to recovery from the St. Helena Parish School Board for any injuries or damages resulting from the use of school facilities. In addition, the organization will assume responsibility for injuries or damages to persons or property in any way connected with the organization's use of the premises. If necessary, furnish a copy of liability insurance coverage meeting minimum requirements.
2. A statement requiring, with limited exception, any person or group leasing the school facilities to purchase liability insurance identifying the Board as an additional insured. A certificate verifying the purchase of such insurance shall be attached to the agreement prior to use of the facilities.
3. A statement that the individual or group lessee shall assume all responsibility for damages and/or maintenance expenses invested in the building, directly or indirectly resulting from lessee's use (minus \$200 deposit, if applicable).
4. Application for the use of school facilities by outside organizations or agencies will be submitted to the Central Office with a check payable to the St. Helena Parish School Board (to cover salaries and fees).
5. All users/renters shall carry General Liability insurance with a limit of no less than \$1,000,000 combined single limit and provide a Certificate of Insurance, as evidence, including St. Helena Parish School District being named as an Additional Insured.
6. A certificate of current insurance that must include a specific ISO form naming as additional insured the Board, its officers and employees. The certificate and application must be presented to the Board prior to use of the facilities.

District Vision:

To develop a productive educational system that increases student achievement, develops educator effectiveness, and builds public confidence.



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ST. HELENA PARISH SCHOOL SYSTEM BUILDING USAGE FEES

School rentals are divided into three categories with the following charges. Select the one that applies:

Normal Function

These rentals are everything that is not rented by a non-profit organization. A \$200 deposit will be required for normal function rentals. The fees for this type of rental will be for a minimum of three-hour blocks for \$200 per block. The user will be charged \$50 for each half-hour over the three-hour minimum. The deposit will be returned after an inspection by the custodial staff and/or principal after the event. The School Board will only accept certified checks, cashier's checks, or money orders.

For all normal function rentals, the user must provide security through the Sheriff's office or Police Department to be present at all times during the function. The user will pay the Sheriff's office for this security. The school employee assigned to the function will be instructed to cancel the function if a deputy is not present.

Non-profit organizations

A non-profit organization is an organization approved by the internal revenue service as non-profit and is not a governmental agency. A \$200 flat fee will be required for non-profit organizations. The fees for this type of rental will be for a maximum of four hours. The School Board will only accept certified checks, cashier's checks or money orders.

School-related function

A school can use its facilities, in conjunction with another organization, for an academic function that directly benefits St. Helena Parish School District students. Only the Superintendent can approve this type of facility use. Because this is school-related, all fees are waived.

The following applies to all facilities in the school system:

- Additional \$25 per hour if computer technician is required to attend for usage of computers/mobile lab
- Audio/Visual Equipment costs will also apply depending on type of equipment
- If rooms are left extremely dirty an additional cleaning cost may apply
- Provider must sign agreement with building supervisor prior to usage of any school system property

APPLICANT:

Organization's Legal Agent

Date

APPROVED BY:

School Principal

Date

APPROVED BY:

Superintendent

Date

APPROVED BY:

School Board President

Date

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ATTACHMENT

General Rules for Facility Use

1. One school employee must be present for the opening (unlocking), the use and closing (locking) of any facility used by a non-school system group.
2. School system custodians will be used for clean-up after use by any non-school system group. Two school custodians will be approved for four hours of cleaning or one custodian for eight hours.
3. The user will be allowed four hours for decorating. Only decorations that will not permanently damage the site will be allowed. All decorations and trash must be removed immediately following close of event.
4. Audio/Video equipment use must be exclusive to Board employees.
5. Take all reasonable means to enforce smoking regulations and to prevent drinking of alcoholic beverages in the buildings or on the grounds.
6. School lunch personnel are to be used in the preparation of any food in a school lunch facility, and the school lunch worker will be in charge. If the dining area only is used, at least one school lunch employee must be present. Arrangements for the preparation of food or beverage items must be made at time of initial application for use of school facilities.
7. After approval of all uses, the principal shall schedule the function and use of custodians.
8. Under no circumstances shall any furniture or equipment be moved from one school to another except for school related activities.
9. A school system cook must be present for the entire time of any approved use involving kitchen equipment. The cook may be approved up to for six hours. In the interest of safety, there shall be no exception to this provision. After approval of all uses involving kitchen equipment, the lunch department shall be notified of the particulars to make a determination of and schedule the use of cooks.
10. Facility rentals will only be approved if all fees are paid at least two weeks prior to the scheduled event.
11. Abuse by any group would prohibit that group from any further use of the facilities.
12. No person except authorized school personnel will be allowed to have a key to any school building. (Applies to outside organizations.)
13. No school facility shall be used for the purposes of having a wedding reception or similar social functions, wake, or funeral.
14. No kitchen will be used during the summer without special permission from the Superintendent.
15. School food service personnel only are to be used in the preparation of any food in a school food service facility, and the school food service manager will be in charge. The food service manager shall determine the number of employees to be used. If the dining area only is used, at least one (1) school food service employee must be present.
16. If the dining area only is used for school related banquets, etc., the school principal may waive the requirement for a school food service employee being present.
17. Due to summer cleaning schedules, facility use during the summer months will be restricted to June.
18. The auditorium will not be rented for use during school hours.
19. Ticket sales or attendance must be limited to the normal seating capacity of the auditorium.
20. The auditorium will not be used as a regular meeting place by non-school organizations.
21. School related organizations, such as PTO, shall not be considered outside agencies for the use of facilities and will not be required to pay for custodial help. If such food service employees are used, however, these organizations shall be required to pay for their services in all instances.
22. No school facilities are to be used by any organization, profit or non-profit, to make money by the sale of tickets or other methods unless said profit generating activity is specifically approved by the Superintendent

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or unless the profit generating activity is for the benefit of the School System and with the approval of the principal.

23. Except for the exceptions set forth above, no school facility should be used for a profit enterprise unless the School Board, at a regular or special meeting, has specifically approved the activity.

Use of Tobacco Products

Smoking, carrying a lighted cigar or cigarette, pipe or any other form of smoking object or device, or possessing any lighted tobacco product or any other lighted combustible plant material shall be prohibited in any elementary or secondary school building, on the campus of any elementary or secondary school, any building on the campus, and on all school buses. Chewing or otherwise consuming any tobacco or tobacco product in any elementary or secondary school building, or any building located on the property of any elementary or secondary school, or on any school bus transporting students shall be strictly prohibited.

Prohibition of Use of Alcohol or Drugs

No person, club, or organization granted permission to use school facilities shall bring, or permit to be brought, into or about such school facility any alcoholic beverage, drug, firearm, or weapon, as defined by the State of Louisiana and/or policies and regulations of this School Board.

USER FEES

A non-refundable deposit of \$100 must be paid to St. Helena Parish School Board to secure the requested date of use on the calendar. Until this deposit is received the event will not be placed on the calendar. The check is to be made payable to St. Helena Parish School Board and remitted to 354 Sitman Street, Greensburg, LA 70441. The signed agreement and rental payment must be received at least ten (10) days prior to the intended use. If payment in full is not received at least ten (10) days prior to the event, the event will be removed from the calendar and the date (s) will be available for rebooking.

RESPONSIBILITY

All activities must have appropriate adult supervision. The Lessee agrees and will be responsible for any damage to the facility by the Lessee or the Lessee's agents, assigns, or participants in any activity sponsored, controlled, or organized by the Lessee, or for activities over which the Lessee has control or for which purpose the space is leased.

INDEMNITY

The Lessee agrees to indemnify, save and hold harmless the Saint Helena Parish School Board and all their officers, employees, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defense and other costs) any person had, now has, or may have in the future arising out of the Lessee's use and/or occupancy of the leased premises, including any and all incidences and occurrences which causes bodily injury, property damage, or death. Saint Helena Parish School Board assumes no liability for personal injury suffered by reason of the use of such school property pursuant to this agreement.

INSURANCE

Additional liability insurance naming the Saint Helena Parish School Board as an additional insured is requested by the Saint Helena Parish School Board.

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ORDERLY USE

The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees and guests will comply with all directives of the school staff and policies of the school, Saint Helena Parish School Board and all laws of the state of Louisiana. These include, but are not limited to the following

- No weapons on campus.
- No drugs or controlled substances on campus.
- No alcoholic beverages will be sold or consumed on campus.
- The use of tobacco substances is not allowed on campus.

NO TRANSFER, ASSIGNMENT OR SUBLEASE

The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent of the Saint Helena Parish School Board.

VIOLATION OF AGREEMENT

If the Lessee violates any of the covenants of this agreement, the Superintendent of the Saint Helena Parish School Board or his/her designee or the school principal, may, without notice to the Lessee, terminate the agreement and retake possession of the premises.

ALTERATIONS/EQUIPMENT

No alterations are to be made to school property without the written consent of the school principal. Rental of facilities does not include use of school equipment. At the permission and prior approval of the principal, the Lessee may be allowed to rearrange furniture in the school facility. The Lessee must return any moved furniture to its proper location.

CONFIRMATION OF AGREEMENT

The agreement is not in force until signed by the Lessee, accepted and signed by the school principal, and the amount designated as "Total User Fee" has been received by the school. The Lessee and the School Board shall retain fully executed copies of this document.

CANCELLATION

Should the Lessee cancel the event covered under this agreement, the deposit of \$100 is non-refundable. If the full amount has already been paid when the event is cancelled, a refund of the Total User Fee may be returned to the Lessee, minus the \$100 deposit. This agreement may be cancelled by the Superintendent of Saint Helena Parish School Board or his/her designee or the school principal at their discretion. In the event of an emergency, the school principal may use his/her discretion for cancellation of events (ex. Inclement weather). If the school is closed due to weather, emergency, etc., all events and rentals are canceled until the schools are officially reopened.

REMOVAL OF PROPERTY

The Lessee is responsible for the removal of all supplies and materials used in conjunction with the event immediately upon its end. Those items not removed within 24 hours after the event date shall be disposed of by the school at the expense of the Lessee. The school shall assume no responsibility for these items before, during, or after the event.

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PAYMENT FOR DAMAGES

The Lessee agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by the event at a condition equal to that prior to the event.

ADDITIONAL REGULATIONS AND CONDITIONS OF USE

Saint Helena Parish School Board reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the school, and such regulations shall be binding upon the Lessee.

FOOD AND DRINK

No eating or drinking will be allowed except where provisions are made for such activities in advance, and the provisions must comply with regulations of the State Department of Human Resources and Division of Health Services. No open or pit fires, nor candles, will be allowed under any circumstances. In addition, no portable cooking devices fueled by charcoal, propane gas, or powered by any other means may be used without the prior consent of the principal. Absolutely no food or drink of any kind is allowed in the school gymnasium and auditorium.

PUBLIC SAFETY

The Lessee agrees that at all times he will conduct his activities with full regard to public Safety, and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Lessee. The Lessee is not to bring onto the premises any material, substance, equipment, or object, which is likely to constitute a hazard to the property without the prior written consent of the school principal.

CONTROL OF FACILITY AND RIGHT OF ENTRY

In renting the identified facilities to the Lessee, it is understood that the Saint Helena Parish school Board does not relinquish the right to control the management thereof and enforce all necessary laws, rules, and regulations. Duly authorized representatives of the Saint Helena Parish School Board may enter the premises without any restriction whatsoever.

CARE OF FACILITY

The Lessee shall not injure or deface the premises or any equipment therein, The Lessee shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said facility. This extends to the stage there will be no screws, nails, tacks, or hooks driven into the stage floor.

PARKING

Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed and landscaped areas. I have read and agree to abide by the rules and regulations governing facility use in Saint Helena Parish School Board. I agree to be billed for any additional hours utilized but not listed on this agreement.

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