

COMMUNITY USE OF SCHOOL FACILITIES

The schools belong to the people of the City of South Portland and are supported largely by local taxes. The Board of Education, therefore, intends to make school buildings available to responsible community groups and individuals during non-school hours. Any day time events must be sponsored by a school department administrator and pre-approved by the Superintendent. The Board of Education through the Superintendent as its designee retains the right at all times to make individual decisions regarding the use of school facilities. At the Board's discretion school facilities will generally be made available in keeping with the following policy.

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 Board of Education do not interfere with the conduct of the school programs or the best interests of the school system.
3. Facilities may be available to accredited educational institutions which support and contribute to the professional growth of South Portland staff members.
4. Groups or individuals shall be scheduled on a first come, first serve basis with consideration given to the school department's annual use. Applications for school spaces other than the auditorium/lecture hall will be available in the offices of the building principals and the Athletic Director. Applications for use of the auditorium/lecture hall will be available in the office of the Auditorium/lecture hall Manager (see Application for Use of Facilities). Once an application is approved, and rental obligations are met, the date is considered to be secured.
5. To maximize use of the South Portland High School Auditorium/lecture hall, 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.

Prohibited Activities

1. No school facility shall be made available for any purpose that may in the opinion of the Board of Education 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 Board of Education, contrary to the best interest of the school system or to the educational welfare of the students.
3. Weapons, alcoholic beverages, tobacco products and illegal drugs are prohibited within any building or on school grounds.
4. Animals will not be allowed in school facilities, except for service animals, and only with prior approval and at the discretion of the Superintendent of Schools.
5. The use of open flame, including candles, or special effects involving fire or smoke, will be prohibited in any school facility being rented.
6. No school facility, with the exception of the auditorium/lecture hall or associated spaces such as the cafeteria, choral and instrumental rooms, ticket room and dressing rooms, will be made available to any group or individual for private or corporate gain, nor will any facility other than the

auditorium/lecture hall and associated space be used for commercial venture. Those associated spaces will be rented only to support the specific use of the auditorium/lecture hall.

Application For Use of Facilities

1. Building administrators will determine the availability of the space within the building. The Athletic Director will determine availability of fields during school athletic seasons. During non-school hours including vacations, Parks and Recreation will determine field availability.
2. Once availability has been determined, the applicant will be provided with the application form, which must be submitted to the administrator who will then submit it to the Director of Buildings and Grounds. The Director of Buildings and Grounds will submit the application to the Superintendent for final approval. Decisions of the Superintendent are final. Written application shall be made in a timely fashion and well in advance of the expected use, so that scheduling of facilities can be coordinated. However, no application for use of space shall be approved for six months in advance except with special permission, following consultation with appropriate building administrators. Applications for rental of the facilities and auditorium/lecture hall are limited by the school department's specific annual activities.
3. Every reasonable attempt will be made to provide for advance scheduling of facilities, including the Auditorium/lecture hall for organizations that can demonstrate a legitimate need to reserve space on this basis. 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.

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 building principal a charge shall be levied for any required clean-up 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 regulation, in addition to any policies or conditions imposed by the Board of Education. If security is deemed to be necessary, payment for police or fire services shall be the responsibility of the individual or group in question. Evidence of meeting all legal obligations shall be provided to the Director of Building and Grounds or the Manager of South Portland High School Auditorium/lecture hall 14 days in advance of use.
3. Any group or individual using school facilities shall be responsible for any loss or damage to facilities or equipment, and proof of liability insurance shall be required as a condition of approval. (A damage deposit equal to the deductible clause in the insurance may be assessed and payable at the time required for all other financial obligations.)

In the rental of school facilities:

1. Any non-school or non-South Portland government group must have an insurance bond for liability (\$1,000,000) and damage (\$25,000). Any facilities used by the applicant will be examined carefully after use and the applicant agrees to make restitution promptly for any loss or damage occurring during the applicant's use of the facilities.

2. The Board of Education and school department shall be named as additional insured in all such policies and all insurance provided by the Sponsor shall be primary to any occurrences, which the school department may have.
3. The Sponsor will furnish certificates of insurance indicating that it has provided the coverage required herein no later than fourteen (14) days prior to the event.
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 supervised at a ratio of 15 minors to 1 adult.
6. Use of the Auditorium/lecture hall stage lighting, sound studio or projection areas require employment of a technician certified by South Portland School Department. Special regulatory or technical requirements may necessitate the hiring of additional technical assistance. 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 manager of the Auditorium/lecture hall.
7. The Board of Education 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 sponsor, according to the fee schedule.
8. Use of any 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 sponsor, according to the current rate.
9. As a general rule, school equipment will not be loaned for use outside the buildings, except movable tables and chairs, when available, at a rate noted in the fee schedule. A custodian must be present when tables and chairs are moved in and out of school buildings.

Indemnification

To the fullest extent permitted by law, the Sponsor shall indemnify and hold harmless the Board of Education and school department, 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:

- 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
- is caused in whole or in part by any negligent act or omission of the Sponsor, 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 Board of Education, 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 director of building and grounds or the Auditorium/lecture hall manager.

Installing decorations or scenery, or moving pianos, equipment or other furniture is prohibited unless special permission is obtained from the director of buildings and grounds or the Auditorium/lecture hall Manager.

Termination

The director of building and grounds or manager of the Auditorium/lecture hall may terminate this agreement without prior notice to the sponsor either upon its failure to comply with any of the terms and conditions of the agreement or upon his determination that the sponsor has made any misrepresentation to the School Department in connection with its use or occupancy of the facilities.

Termination by Sponsor

The sponsor 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, Sponsor shall 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 and unavoidable costs. Notwithstanding the foregoing, the school department shall not be required to account or otherwise offset any revenues it may receive in re-letting the Auditorium/lecture hall in the event of such termination.

Fees (and Written Agreement) for Use of School Facilities

The Board of Education shall approve a schedule of fees for the use of school facilities, based upon actual costs as determined by the business manager. Waivers of fees may be granted, at the discretion of the Board of Education, in exceptional situations.

Appurtenances

Rental of the Auditorium/lecture hall does not include use of basic stage lighting or special lighting, public address system, or piano, studio or projection room unless the Sponsor 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 no later than fourteen (14) days prior to the event.

Late Payments

The Sponsor agrees to pay interest at the rate of 1-1/2% per month on any payment that is not made within the time limits set forth in the Agreement.

Cross Reference: KG-R

- Adopted: July 14, 1980
- Revised: February, 1998
- Revised: August 10, 1998
- Revised: February 26, 2003
- Revised: March 10, 2003
- Revised: March 19, 2012
- Revised: June 11, 2012
- Revised: March 10, 2014