

COMMUNITY USE OF SCHOOL FACILITIES (Revised 03-12-13)

The superintendent shall be authorized to permit use of the school buildings, school grounds and school properties. It is the desire of the Board to make the district's buildings, grounds and properties available to the Telluride community with priority always given to the students of the school district.

Community groups and special events coordinators may use school facilities when such uses will not interfere with the school program. Non-school use shall be allowed in accordance with the following criteria:

1. There shall be no direct cost to the school district.
2. There shall be no interference with school programs or activities.
3. There shall be adequate protection of school district facilities, personnel, and other assets.
4. The use shall be generally beneficial to the community.
5. The use shall not be of a partisan political nature, disruptive, dangerous or frivolous, or of a nature which if uniformly extended would result in uses which would impinge upon school district use or involve activities which are potentially disruptive or dangerous; groups using school facilities shall conduct activities that are orderly and lawful, not of a nature to incite others to disorder and not restrictive by reason of race, creed, or sex.
6. Any use shall remain within the ultimate discretion and control of the school district.

All arrangements shall be subject to the following provisions:

Section 1: Priority of Use

Facilities are scheduled on a first come, first served basis.

- Group 1: Telluride School programs.
- Group 2: **Town of Telluride (only for the High School gym and soccer fields)**
- Group 3: Non-profit student clubs and programs, which assess no fees, or nominal fees. Red Cross and other local safety classes will have second priority of school facility use.
- Group 4: Weekly, extended-use groups or individuals whose program assesses a fee and is designed for Telluride student or staff activities, Telluride Academy, and non-profit groups in which Telluride students comprise a majority.
- Group 5: Branches of Government and other local, political organizations, and community forums, will have fourth priority of school facility use.
- Group 6: Local* private, non-profit (certified by a valid 501(c)(3) permit) and other community groups will have fifth priority of school facility use.
- Group 7: Profit-making groups and non-local groups will have sixth priority of school facility use.

* "Local" shall mean within the R-1 School District boundaries.

All revenues derived from fees charged for use of buildings, grounds and properties shall be deposited in the general fund.

Section 2: Conditions Governing Use

1. As a general rule, school buildings will not be available for use by non-school groups during school hours or during planned school activities, nor during the two weeks before opening or the week after closing of the school for the regular term. Exceptions will be considered on a per case basis.
2. Visitors: Any person entering a school building is required to sign in with the main office and receive a Visitor Pass. Rental attendees, who are obtaining access outside the hours of classroom operation, are not required to obtain passes. All outside access is strictly monitored.
3. All uses must be scheduled with the District Facility Coordinator. No advertising of events on District property may take place until a rental agreement is signed and a deposit is received. (See Procedures for Rental of Space and Equipment; File: KF-R)
4. The possession and/or use of tobacco or illegal drugs is prohibited by Board decree and Federal Law.
5. No alcohol use or possession shall be allowed during periods of school academics or school related activities in school facilities or on school grounds. With prior Board approval, district renters may make available for sale and/or consumption of alcoholic beverages with appropriate Town of Telluride approval and licensing.
6. The staff shall have the right to use school kitchen facilities, audio, visual and physical education equipment, and school buildings at reasonable times without cost unless it is for a profit-making activity. Whenever a staff member uses a facility for a profit-making activity, the rental rates will be free up to 5 hours per week; and \$15.00 total from 6 through 10 hours per week; and \$30 total from 11 hours per week and over. Profit-making uses by staff require a Certificate of Liability insurance (see item 9 below).
7. The District will minimize disruptions of a prearranged rental schedule; however, in the event that the District must request the use of a room or rooms previously reserved, every effort will be made to provide adequate notice to the renter, and paid rental fees will be refunded. Payment of fees does not guarantee unconditional use of a school facility.
8. With Board of Education approval and appropriate municipal licensing, the Palm Theatre and facility renters may make available for sale and/or consumption alcoholic beverages for their clientele in school facilities and on school

grounds. The following conditions must be met prior to receiving board of education consideration:

- a) Facility user will prepare and submit to the school district's Facility Coordinator the Town of Telluride liquor license application no later than 90 days prior to the proposed event.
- b) Facility user will submit a Facility Request form designating specific times and locations for the event.
- c) Facility user is responsible for ensuring that all servers are TIPS trained.
- d) The District shall receive from the facility user an endorsement on the Certificate of Additional Insured indemnifying the District from all alcohol related claims.

9. **INSURANCE:** All groups using school facilities must provide a valid Certificate of Liability insurance of \$1,000,000 per occurrence and aggregate. The District must be noted as "additional insured" AND "Certificate Holder" at the address below. This certificate must be on file with the District prior to access and is required even if no fees are assessed.

Certificate Holder: Telluride R-1 School District
 721 W. Colorado Ave.
 Telluride, CO 81435

- 10. There will be no storage of equipment by non-school groups.
- 11. The District may refuse to rent the facilities based on prior rental history.

Policy KF Revisions Adopted by Telluride School Board on March 12, 2013

Procedures for Rental of Space and Equipment

1. Any group or individual seeking to use a school facility must complete an application and contract provided by the Facility Coordinator. In no case may "special" arrangements be made with individual faculty/staff members for the use of their space/equipment. All requests must be approved by the Facility Coordinator.
2. The Facility Coordinator will, at the time the application is approved, collect all deposits, complete a rental agreement and coordinate the use of keys to the building. A \$250 booking, key and cleaning deposit is required to hold dates; deposits may be held for up to ten (10) working days following the completion of the rental activity. An acknowledgment of receipt and inventory of equipment/materials and space must be executed by the applicant upon delivery. The school reserves the right to refund or to keep the deposit in the event the applicant shall not comply with the rental terms. For uses requiring multiple sets of keys, an additional deposit of \$250/ set will be required. A deposit is required for all user groups even if no fees are assessed.
3. Rental fees are due prior to access. No keys will be released without all deposits, fees and a valid Certificate of Liability insurance in place. (See Section 2; item 9)
4. When use of the kitchen is required by non-school groups for the purpose of preparing and selling food to the public, a \$35.00 pre- and post-inventory fee will be charged by kitchen personnel. The renting group will be charged for any necessary replacements.
5. Renters are expected to leave facilities in the same condition and set up as they are found at the time of rental. If an area used is left in unsatisfactory condition, it will be cleaned by staff and the contracted individual and/or group will be charged. The cleaning fee is \$30.00 per hour, with a 2 hour minimum. A \$25.00 fee will be charged if the lights are left on or if the heat is left on. Fees may also include trash removal, utilities and replacement supplies. The amount charged will be taken from the deposit (see #2 above). Additional guidelines and all fees for use are included in the rental agreement.
6. Any applicant proposing to use the school at any time must designate one person authorized to:
 - a) Sign the contract; and
 - b) Check out and return all keys issued, on the first business day following the rental, for the appropriate rooms to be used.
7. Unauthorized access of any district facilities will be considered trespassing and violators will be reported to the Telluride Marshalls Department. Violators will be invoiced, at the maximum hourly rate, for times of unauthorized access.
8. Renters are responsible for loss due to theft or vandalism if doors are propped open or left unlocked.
9. Since uses vary by group and/or event, additional terms and conditions may be included in the rental agreement.
10. Additional fees, refunds and cancellations: The District will charge a \$25 administration fee for all cancellations. The balance of deposits and fees paid will be refunded in full. An additional \$25 administration fee will be charged for changes to contracts. A \$30 fee will be charged per request for access outside of the rental time frame or regular business hours.

PER DAY RATES WILL HAVE SPECIFIC HOURS OF USE IN RENTAL AGREEMENT

	<i>Standard Classroom (Computer Lab see ⁽¹⁾ below)</i>	<i>Art Rooms E, I, M/HS Music Room(2)</i>	<i>M/HS Parking Lot</i>
Groups 1, 2	No Fee	No Fee	No Fee
Group 3	<u>Students:</u> \$30 per day, per room <u>Mixed:</u> \$35 per day, per room (students & adults) <u>Adults:</u> \$45 per day, per room.	<u>Students:</u> \$35 per day, per room <u>Mixed:</u> \$40 per day, per room (students & adults) <u>Adults:</u> \$50 per day, per room.	\$125 per day
Groups 4,5,6	\$30 per hour 2-hour minimum \$120 maximum per day \$600 maximum per week	\$35 per hour 2-hour minimum \$140 maximum per day \$700 max. per week	\$125 per day

	<i>Cafeterias, M/HS All Purpose Room (Kitchens not included), M/HS Aux Gym</i>	<i>Elementary and M/HS Main Gym(3)</i>	<i>Kitchens (Separate from Cafeterias)</i>
Groups 1,2	No Fee	No Fee	No Fee
Group 3	<u>Students:</u> \$35 per day, per room <u>Mixed:</u> \$40 per day, per room (students & adults) <u>Adults:</u> \$50 per day, per room.	\$60 per hour 2-hour minimum \$240 max per day \$1,200 max per week	<u>Students:</u> \$35 per day, per room <u>Mixed:</u> \$40 per day, per room (students & adults) <u>Adults:</u> \$50 per day, per room.
Groups 4,5,6	\$45 per hour 2-hour minimum \$180 maximum per day \$900 max per week	\$150 per hour 2-hour minimum \$600 maximum per day \$3,000 max per week	\$65 per hour 2-hour minimum \$260 maximum per day(4) \$1,300 max. per week(4)

⁽¹⁾ Computer Labs will be considered for rental for educational purposes with approval from Facility Coordinator and Technology Coordinator. Separate contract and deposits will be negotiated. Additional fees will include a supervisor fee of \$40 / day and a computer usage fee of \$25 / day. Usage fee may be waived if district students and/or staff are enrolled at no charge.

⁽²⁾ Piano rental extra: Clavinova @ \$25/day.

⁽³⁾ If street shoes are worn or furniture is set on gym floors, the floor covering must be used. School employees will place the floor covering at an additional cost of \$120.

⁽⁴⁾ Please Note: This is in addition to the \$35 minimum kitchen inventory fee.

Misc:

Tables may be available for use at \$5 each; folding chairs at \$1 each. These items will be moved to the rental location and the user is responsible for their own set up and break down. Tables must be cleaned and free of tape; chairs must be cleaned and returned to racks.

Wireless access will require additional network fees. These fees and rates will be determined based on needs of the requested use.

The M/H School field rental rates will be based on rental impacts.