

FHSD General Guidelines for Facilities

The District has developed some basic rules governing proper conduct when using facilities, listed here:

1. Any individual, group, school or non-school organization wishing to use any of the school facilities or equipment must do so by completing the Application for Use of School Facilities. This application can only be submitted online via Facilitron.

Scheduled district administered activities shall always have priority over non-District administered activities that have not been scheduled yet. In no case shall verbal commitments for facilities use be considered in any way binding upon the District. (Consistency across documents) If selecting a high school location please note that the athletic facilities schedules are fluid and can change anytime. If a FHSD sporting event is rescheduled due to a cancellation of a previously scheduled sporting event, an outside group will be displaced to another date or another available FHSD facility to accommodate the fluidity of the school's athletic program schedules.

2. Any individual or group requesting use of school facilities will be charged fees in accordance with current rates, unless otherwise approved by the Manager of Facilities. In addition, personnel fees required to execute facility usage request will also be charged. All fees are due upfront before a group can utilize the facilities. Additional charges for damages and overages will be assessed after the event and due within 10-days.

If an admission or registration/enrollment fee will be collected by the individual or organization requesting the use of school facilities, the individual or organization must also conform to the District Guidelines to Conduct Fee-based Programs on School District Property. The privilege of use may be suspended immediately if there is evidence of misuse of the facilities at any time.

3. Proof of insurance must be provided at least 10 business days prior to the scheduled use and maintained throughout the use. In the event acceptable proof of insurance cannot be provided by the user, the District can help you arrange for the procurement of special event insurance or you may add it on in your reservation request via Facilitron for an additional cost. Questions can be directed to the Facilities Rental Department at (636) 851-6153 or rentals@fhdschools.org and/or Facilitron at 800-272-2962 ext. 1.

4. The submission of the Application for Use of School Facilities constitutes a guarantee to the Board of Education that the user group will be responsible for the use of premises as outlined in Regulation 1420, on the terms and conditions section of the online request for use of school facilities through Facilitron and the general guidelines for facility usage.

5. All youth groups must be sponsored with an adult 21 years or older. No members of any youth group will be admitted into the facility prior to the arrival of the sponsor/agent. The group sponsor must be present and supervising the group throughout the entire activity. All youth

groups must be sponsored. No members of any youth group will be admitted into a facility prior to the arrival of the sponsor/agent.

6. Smoking and/or use of tobacco products, including e-cigarettes, marijuana and the use or sale of illegal substances is prohibited in all school buildings and on all District property.

7. The sale, consumption or possession of alcoholic beverages shall not be permitted on District premises at any time. Nor shall any person who is in a drunken or intoxicated condition, or who is under the influence of a controlled substance be permitted on District premises. The person in charge of the meeting will be held responsible for the enforcement of this rule. (Birthday parties, weddings, reunions)

8. Damage or breakage occurring in any building or grounds on account of the activities of an organization using it as a meeting place shall be paid for by the organization. Damages will result in additional charges, a meeting with the group organizer and may result in the denial of future facility rental.

9. No use of equipment shall be granted unless an instructor or attendant, that is approved by the Facility Manager, is in charge of the rooms or equipment. Use of Francis Howell equipment shall be outlined in the rental agreement before any usage is permitted. Equipment usage is subject to availability. If District personnel are required to be present during use of equipment, personnel rates will also apply.

10. The use of profane language in any form is not permitted in any school building.

11. Gambling is prohibited on any school property. Games of chance or raffles involving money will only be allowed by organizations that are designated as a charitable organization under Section 501(c)3 of the Internal Revenue Service code.

12. The carrying of a concealed or displayed weapon anywhere on District premises is strictly prohibited.

13. Animals are not allowed on District property without prior approval, with the exception of service animals.

14. No food, drink, bats, hard balls (e.g., baseballs, softballs), roller blades, street shoes or black sole shoes are allowed in any gym.

15. Portable restrooms may not be brought onto District property without prior approval.

16. Burning of candles is prohibited.

17. User groups may not cut grass or alter any fields without prior approval from the District.

18. The application of material to walls, ceilings or floors is prohibited unless previously approved. User groups must remove their excess materials, equipment, furnishings and rubbish after facility use. User groups must return room furniture to the original set-up.

19. It will be necessary to have a District custodial staff member, or other staff member as assigned by the Facility Usage Manager, present for all inside activities, unless otherwise approved in advance by the Facility Manager. In addition, a District staff member may be required to be present for outside activities if deemed necessary by the Facilities Manager. Applicable costs for these District staff members will apply.

20. Special permission must be received to serve meals. The use of the school kitchen must be approved through the Facilities Manager and a Food Services staff member must supervise the use of the equipment (additional charges for supervision will be assessed). The schools have the prerogative of operating a concession stand.

21. Use of school facilities is limited to the facilities requested by the user at time of application and may not be modified without prior approval by the District. No portion of any District facility may be used by any group after 12:00 o'clock at night without prior approval of the Facilities Manager.

22. Payment for facility use must be made at the time of registration through the District's on-line registration system. Each application must include the name and contact information for the organization/individual responsible for payment. For activities with multiple dates, periodic payments may be made. No group delinquent in payment for use of a building will be approved for subsequent use of school facilities. Payment for all those dates must be received at the time the request is approved and prior to the first arrival date on the request.

23. The District reserves the right to cancel a reservation at any time, without cause or penalty. The District also reserves the right to change reservations to other rooms with the understanding that, if possible, comparable facilities will be provided. The District reserves the right, as permitted by law, to deny any organization use of school facilities if the District reasonably believes the organization and/or its activities may present a danger to the health or safety of the District. FHSD also reserves the right to cancel an event if the organization fails to follow District guidelines. As outlined in the Application for Use of School Facilities, the District shall be held harmless for liability incurred by the group while using District-owned buildings, grounds or equipment.

24. Cancellations by the organization must be in writing to the Facility Usage Manager. No fee will be assessed if cancellation is made more than 10 business days prior to the facility use. Cancellations made less than 72 hours but more than 48 hours prior to facility use will be subject to a fee equal to 50% of the facility usage fees. Cancellations made less than 24 hours prior to the facility use will require full payment of the facility usage fees and any personnel rates that may apply.

25. Applications for Use of School Facilities are accepted on the following schedules:

- One-time, short-term (typically requesting less than five days of use) and year-long requests: Applications will be accepted beginning the first business day of June each year and up to 10 business days prior to the activity date.

- Ongoing requests typically requesting more than five days of use:
Fall/Winter activities (start of school year thru spring break) - Applications will be accepted beginning the first business day of June each year. Please note that depending on the location requested, Fall/Winter applications for gym use may not be approved until all District activities have been scheduled, which typically occurs the first week of November.

Spring/Summer activities (after spring break thru end of summer break) - Applications will be accepted beginning the first business day of January. Please note that depending on the location requested, Spring/Summer applications for field use may not be approved until all District activities have been scheduled, which typically occurs mid- March.

Francis Howell School District Facility Usage Fee Structure

Building Usage Groups:

Group 1: District/School Administered Activities where event is planned for either the district or school itself. Planned dates will be shared with the Facility Usage Department so that they will appear on the facility usage master calendar. District/School Administered Activities take priority over groups 2 and 3. Such events planned at the school level will be the responsibility of the school to appropriately staff and will not be the responsibility of the facility rental department. The facility rental department will assist in the planning and arrangement of district event needs. District administered activities include, but are not limited to:

- a. District/School sponsored activities intended for District students and their families only
- b. District/School athletic events directly associated with a MSHSSA sanctioned activity
- c. School athletic events in conjunction with the associated booster club that supports the school athletic teams.
- d. School events such as class/grade level meetings, theater/school plays, parent teacher conferences
- e. School PTO activities with the primary purpose of supporting and furthering the mission of the District/School; activities are solely administered by the PTO

f. Official FHSD High School recognized feeder team/program

g. Boy/Girl Scouts associated with school or PTO program

Group 2: Non-Profit, Non-District Administered Activities where event is planned by an outside group/entity that qualifies as a non-profit organization. Non-profit groups/organizations are groups that have 501(c)3 filing status (verification of non-profit status will be required). Groups expecting at least 100 participants will be assessed a security and parking lot usage fee. Non-profit, non-District related activities include, but are not limited to:

a. Club sports, non-profit sports teams and community athletic associations

b. Boy/Girl Scouts not associated with school or PTO program (such as Greater St. Louis Area)

c. Community-based groups that meet the definition of non-profit above (Churches/Clubs/Home Owners Associations, etc.)

Group 3: For Profit, Non-District Administered Activities where event is planned by an outside group/entity that does not qualify as a non-profit organization. Groups expecting at least 100 participants will be assessed a security and parking lot usage fee. For profit, non-District related activities include, but are not limited to:

a. Activities that are advertised to the public for registration and charge a fee for participation (not sponsored by school or PTO)

b. For profit youth and adult sports team practices or leagues c. Local civic, political, religious and service oriented groups who do not qualify as a 501(c)3 organization

d. Private family group rentals, e.g., birthday parties, family functions, trivia nights, wedding receptions.

e. Activities/Events that are hosted by FHSD staff but are personal in nature (i.e., birthday parties, activities that involve a fee being charged, bridal showers, etc.)

In addition to the Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:

1. Including, but not limited to, the SARS-CoV-2 virus (the “Coronavirus”), the Applicant/Representative (the “FACILITY USER”) agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. [Sporting event guidance for mask usage](#)
- d. [FHSD Mask Requirements for in person learning will also apply for outside groups](#)

2. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.

3. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.

4. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER's use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

5. The District makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER's sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).

6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Your use and occupancy of the District facility. ("Your" is defined herein as the FACILITY USER and each of their employees, District facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Ramona Unified School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. I understand that by signing this Agreement,

I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

8. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.

****Groups 2 and 3 will be assessed a COVID-19 Fee of \$25 per reservation. This will remain in effect while COVID-19 concerns still exist.**