

*Note: NCSD designated staff may conduct individual and/or group tours without NCSD facility usage approval, as long as this tour does not translate to **any form** of campus, building, or event facility use. These types of tours will be approved, supervised, and managed by the head principal and/or their designee.

- Examples of tour-related activities: new enrollment tour, graduated class tour, school/campus/facility tour, facility inspection tour, and other examples not listed herein.

I. Purpose:

This Standard Operating Procedure defines the terms and conditions, fee schedule protocol, facility availability criteria, and insurance requirements for use of district facilities by NCSD employees and immediate family for wellness purposes, and by outside individuals or groups.

The use of NCSD facilities by employees and immediate family members for wellness purposes is encouraged and supported to the degree that does NOT involve measurable cost, private gain, or increased safety liability.

The use of NCSD facilities by outside groups is available to the general county population for such worthwhile activities as educational, recreational, cultural, civic, or charitable programs as long as they do not interfere with scheduled or projected school activities

II. Authority: Cabinet

II. Terms and Conditions:

NATRONA COUNTY SCHOOL DISTRICT FACILITY USE

The organization or individual is hereby known as the "Lessee" and the Natrona County School District "District" agrees to the following terms for use of District facilities. For the purpose of this document, the word facilities refer to all District buildings, grounds, and equipment.

1. INSURANCE: The Lessee agrees to provide proof of insurance for \$1 million of liability coverage (each occurrence) and \$1 million of property coverage (each occurrence) and a \$2 million aggregate. The proof of insurance must be submitted with the online application. The District shall be listed as an additional insured. Your application will not be processed without proof of insurance with Natrona County School District, 970 N. Glenn Road, Casper, WY 82601 named as an additional insured.

2. INDEMNIFICATION: The Lessee hereby releases, relinquishes, discharges, and agrees to indemnify, protect, and save harmless the District, its agents, and employees, of and from all claims, demands, and causes of action of every kind and character, including the cost of the legal defense of, for any injury to, including the death of persons (whether they be third persons or employees of Lessee) and any loss of or damage to property (whether the same be that of either of the parties thereto or of third persons), caused by or growing out of, or happening in connection with the use of said facility/facilities, excepting those injuries caused by the negligence of the District or its employees. This provision does not apply to governmental users exempt from indemnification requirements under Wyoming Public Law (continued) NCSD/100-012.

3. APPLICATION: The online Facility Use Application and proof of liability insurance shall be filed with the District Athletics/Activities Department at least 15 business-days prior to requested use.

Termination of this agreement may be made by the District, with or without notice, if the facilities are needed for school purposes, or if the use will be detrimental to the facility, or not in keeping with the philosophy governing the use of the District properties by outside groups. If this agreement is terminated by Lessee, incurred expenses by the District will be paid by Lessee as determined by the District. Lessee is responsible for all rental fees; as well as damage to the facilities or equipment used.

Each Memorandum of Understanding (MOU) and facility usage contract must be renewed and approved.

4. PAYMENT: Payment is due prior to the first day of use of NCSD facilities. If the payment is not received the reservation will be canceled. All payments should be submitted to the District Business Office at 970 N. Glenn Road, Casper, WY 82601.

5. RESPONSIBILITY OF LESSEE FOR THEIR OWN EQUIPMENT IN BUILDING: The District assumes no responsibility for any property placed in said premises, and Lessee hereby expressly releases and discharges the District from the same. Lessee bringing in equipment will state its intended use and request approval from the building Administrator and/or the District Director of Athletics & Activities prior to installation and use.

6. DAMAGE TO THE DISTRICT FACILITY OR EQUIPMENT: Lessee assumes all responsibility for liability, property damage, or personal injury of any kind or nature resulting in loss or damage to persons or property as a result of the use should the facility or District equipment be damaged by its users or spectators. The Lessee agrees to pay the District to restore facility and equipment to an acceptable level, as determined by the District Athletics/Activities Department. This may include outside contractor fees.

7. MODIFICATIONS TO FACILITY: Any modifications must be temporary in nature, removed at the conclusion of the activity, and will be solely at the expense of Lessee. All requests will be reviewed for approval by the Building Administrator and Director of Maintenance. This includes bringing in folding chairs, lawn chairs, tables and placing the tape on all floors and walls.

8. FEE SCHEDULES: Fees are set according to the Facility Fee Schedule. Lessee is not allowed to directly compensate or offer gifts directly to District employees. A District employee who is a member of the Lessee organization cannot be considered as the District employee on-site and any associated fees are applicable.

9. AVAILABILITY: Facility use is available from 7:00 A.M. to 10:00 P.M. with the exception of District holidays (blackout dates). This includes any set-up or tear-down. Non-District organizations requesting to use District facilities outside of these hours require joint preapproval from the District Athletics/Activities Department and the Building Administrator(s). **Custodial hours may change during holidays and breaks (including summer). Changes in custodial hours may impact use under Schedule B during holidays and breaks.** Facilities are not available for permanent or extended rental except when approved by the District Athletics/Activities Department. Individuals, businesses, or groups requesting use of District facilities on a regular basis for offering services and/or products that are in direct competition with similar local businesses may use District facilities on a short-term basis (Fee Schedule A), up to four times per year. Exceptions may be made with pre-approval from the District Athletics & Activities Department and the Building Administrator.

10. SUPERVISION: Lessee shall provide supervision to ensure that all persons are confined to rooms and corridors assigned by this agreement. Adult supervision (18 and over) is required of all activities. Activities involving students will have a minimum of one adult supervisor to twelve students. The District may require Lessee to provide security personnel or police officers when deemed necessary.

11. AUDITORIUM USE: Utilizing an auditorium will require a technician at all times and the Lessee will be responsible for associated fees. **Food and beverages are not allowed in the auditorium** (the exception is water in a closed lid container as long as it is not near any electronics).

12. CONCESSIONS FOR SALE: The District reserves all concession rights. Assignment of rights will be made with the approval of the Building Administrator. Requests for assignment shall be made at the time of application. Food and drink may be allowed only in designated areas. Organizations must provide proof of necessary licensing as required by the Natrona County Health Department.

13. USE OF THE DISTRICT KITCHENS: Use of kitchens and equipment is not allowed unless approved by the Director of Food Services. Lessee will be responsible for all associated fees.

14. NON-DISCRIMINATORY PRACTICES: Lessee shall comply with District Board Policy 4170/5420 - Nondiscrimination on the basis of race, color, ancestry, ethnicity, national origin, disability, religion or sexual orientation.

15. GENERAL INFORMATION:

- Facilities are rented "as is."
- Decisions affecting any matter not herein expressly stated shall rest within the discretion of the District Athletics/Activities Department.
- A District custodian or pre-approved employee must be on-site during all facility use.

16. SUBLETTING: The Lessee shall not assign or sublet the facility or any part of the facility to any other user. The Lessee shall be responsible for using the facility as described on the facility usage form.

17. PRINTED MATERIAL: Lessee shall comply with District Board Policy 1300 - Community Interest, Political, Religious, and Commercial Activities. No endorsement by the District is implied or inferred by this Agreement.

18. DISTRICT BOARD POLICY: Board Policy/Administrative Regulation 1370 and related fee schedules shall govern this facility usage agreement.

19. DRUGS, PORNOGRAPHIC MATERIAL, AND SMOKE-FREE FACILITY: No pornographic material, alcohol, tobacco, e-cigarettes, or other controlled substances or persons under the influence of controlled substances are allowed on District property.

20. PRIVILEGES REVOKED: Building Administrator or designee will notify the District Athletics/Activities Department that the privileges of any outside group have been revoked.

21. PRIOR TO THE USE OF THE FACILITY: Lessee will agree to the terms and conditions set forth, pay all fees, provide proof of liability insurance naming Natrona County School District as an additional insured, and acquaint him/herself with the building layout, location of emergency exits, number, and location of all fire extinguishers and alarms. In the event of a fire, power outage, earthquake, flood, severe weather, or other situations that require the building to be evacuated, all

materials and equipment are to be left in place until such time the building is determined to be safe for reentry.

22. CANCELLATIONS/CHANGES: The Lessee or person who signed this Agreement is responsible for contacting the District Athletics/Activities Department with changes or to cancel the building use at least 15 business-days prior to the event or a fee up to 50% of the prepaid facility use fees will be assessed.

23. SCHEDULING: Applications for facility use will be accepted beginning on the first Monday of August of the upcoming school year. Exceptions can be made with joint preapproval from the District Athletics/Activities Department and the Building Administrator(s). Upon approval, District facilities may be reserved for up to 6 months at a time.

24. THE RESPECTIVE DUTIES AND OBLIGATIONS of the parties hereunder shall be suspended while and so long as performance thereof is prevented or impeded by strikes, disturbances, riots, fire, earthquake, volcanic activity, severe weather (flood, ice, wind, rain, drought, etc.), pandemics, governmental action, war or terrorism acts of God, or any other cause similar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

NATRONA COUNTY SCHOOL DISTRICT

APPLICATION FOR USE OF DISTRICT FACILITY

Please read all pages of this application

Please follow these steps:

1. Fill out the online application forms completely at NCSDatletics.com/facilityuse.
2. Submit application forms to the District Athletics/Activities Department.
3. A Certificate of Insurance in the amount of \$1 million of liability coverage and \$1 million of property coverage and a \$2 million aggregate naming NCS D as an additional insured must accompany the application for facility use.

We are unable to process your application without Proof of Liability Insurance

Please note:

1. School events take priority. Your application or an approval date may be postponed or canceled, based on availability due to school activities or other unforeseen reasons (see item 24 on page 6 in the Terms and Conditions. You may reschedule based on availability.
2. Upon approval, District facilities may be reserved for a maximum of 6 months/year and not more than six months in advance of the dates requested.
3. Once your online application is processed and has been approved by the Building Administrator or

designee; you will be contacted.

4. **Until the application process has been completed and payment is received, the space requested is not reserved and the request will be canceled.**
5. Individuals, businesses, or groups requesting use of District facilities on a regular basis for offering services and/or products that are in direct competition with similar local businesses may use District facilities on a short-term basis (Fee Schedule A), up to four times per year. Exceptions may be made with pre-approval from the District Athletics & Activities Department and the Building Administrator.
6. Other applicable facility use fees (e.g. additional district employees, maintenance dept. call out, property or equipment damage) will be billed and are due within 30 business days upon receipt of invoice.
7. It takes a minimum of 15 business days to process the online application for facility use.
8. The Lessee is responsible for contacting the District Athletics/Activities Department to cancel the building use at least 15 business-days prior to the event or a fee up to 50% of the pre-paid facility use fees will be assessed.
9. Natrona County School District Facilities will not be available for use by outside groups from August 1 to September 15 due to school staff availability, school maintenance, repair projects, professional development days, and the start-up of school. Exceptions may be made with pre-approval from the District Athletics & Activities Department and the Building Administrator.
10. Special requests may result in requiring additional agreements and/or terms and conditions., i.e. drone access, non-NCS D related filming, artistic recitals, animals, etc.
11. Facility Use Agreements must be renewed annually through the NCS D facility use process located at NCS Dathletics.com/facility use on or after the first Monday in August.

FACILITY USE FEE SCHEDULE PROTOCOL

The organization or individual is hereby known as the "Lessee" and the Natrona County School District "District" agrees to the following terms for use of our facilities. For the purpose of this document, the word facilities refer to all District buildings, grounds, and equipment.

1. Includes, school-sponsored activities, school-to-school activities, employee wellness, parent-teacher organizations, booster clubs, and employee organization groups. District-sponsored athletic/activity groups and clubs will be given priority in using school facilities and property.

Procedure: Scheduling shall be approved through the Building Administrator or designee.

Fee: Refer to Schedule C.

2. Includes entities with a Memorandum of Understanding (MOU) with the District. Governmental entities including the city, county, state, and federal government and their political subdivisions, for public purposes, where the property of those governmental entities are made available to the District on an exchange or reciprocal basis.

Procedure: Application shall be made to the District Athletics/Activities Department and approved by the Building Administrator or designee.

Fee: As defined in the MOU.

3. Includes nonprofit organizations, for-profit organizations, adult or youth athletic events, tournaments, dance or fine art performances, youth and adult club teams, baseball, basketball, football, volleyball, wrestling, soccer, softball, swimming, civic, cultural, educational,

recreational, charitable programs, religious, political, and public interest groups.

Procedure: Application shall be made to the District Athletics/Activities Department and approved by the Building Administrator or designee.

Fee: Hourly facility rental fee, applicable participant rate fees plus any applicable fees for District employee costs.

Each Memorandum of Understanding (MOU) and building usage contract must be renewed annually and approved.

NATRONA COUNTY SCHOOL DISTRICT

Effective August 1, 2020

***All fees are subject to change**

Designated for short-term use of District facilities and equipment and have been approved by the District Athletics/Activities Department and the Building Administrator or designee.

| SCHEDULE A - Facility Fee Schedule | |
|--|---|
| PROPOSED RATES | Event rental per hour and per person |
| Custodial and/or Specialized Event Personnel services during the event | \$35.00 |
| Set up/Tear Down | \$35.00 |
| Sanitizing/disinfecting | \$35.00 |
| Auditorium Performance Rate | \$75.00 |
| Auditorium Rehearsal Rate | \$20.00 |
| Kitchen | \$30.00 |

Certificate of proof of liability insurance with Natrona County School District, 970 N. Glenn Road, Casper, WY 82601 named as an additional insured must accompany the Facility Use Application.

**NATRONA COUNTY SCHOOL DISTRICT
FACILITY USE FEE SCHEDULE FOR LONG TERM ACTIVITIES**

Effective August 1, 2020

***All fees are subject to change**

The participant rate is designed for ongoing weekly or monthly long-term use of facilities and equipment for activities that serve the general public such as groups or individuals requesting time and space for athletic or academic practice during normal staffing hours Monday through Friday. **The participant rates are based on 1.5 hours per day and 2 - 3 days maximum usage per week** and have been approved by the Building Administrator or designee. Outside groups or individual use of District facilities and equipment is not guaranteed from year to year. Schedule B is not available to nonprofit and for-profit groups in direct competition with local businesses.

**Schedule B - Facility Usage Participant Rate per Site
\$10/month per Participant or \$5/week per Participant**

Certificate of proof of liability insurance with the District name as an additional insured must accompany the Facility Use Application.

Upon approval, District facilities may be reserved for a maximum of 6 months/year and not more than six months in advance of the dates requested. The facility use fee must be paid in advance prior to the first date of use. If payment is not received prior to the first day of use, the reservation will be canceled. Other applicable fees will be billed and are due within ten days of receipt of the invoice.

In the event that the Maintenance Department is called out for repairs or emergency maintenance services, fees will be billed at a rate of \$45.00 per hour (two-hour minimum) and will be collected after the event.

Lessee shall pay in full all other charges as billed by the District within 10 days of billing, including the actual cost of the facility and/or any equipment damage. Checks should be made payable to Natrona County School District.

**NATRONA COUNTY SCHOOL DISTRICT
Effective August 1, 2020**

SCHEDULE C - FREE FACILITY USAGE

School-sponsored activity, school-to-school activity and has been approved by the Building Administrator or designee.

OR

| |
|--|
| <p>Employee wellness activity and has been preapproved by the Building Administrator or designee and a release of liability has been signed and is on file for the current school year.</p> <p style="text-align: center;"><i>OR</i></p> |
| <p>Student-related or school-related and not-for-profit activity.</p> <p>The activity use, setup, teardown, and clean-up must be completed during the custodian's regularly scheduled hours.</p> <p>The activity meets once per week for 2 hours or less.</p> <p>The activity is not held in the auditoriums, pools, or stadiums.</p> <p>The activity has been approved by the Building Administrator or designee.</p> <p style="text-align: center;"><i>OR</i></p> |
| <p>If the activity does not fit into the above criteria, refer to Schedules A and B.</p> |

Certificate of proof of liability insurance with Natrona County School District, 970 N. Glenn Road, Casper, WY 82601 named as an additional insured must accompany the Facility Use Application.

If the free facility usage results in additional custodial time to clean after an event or damage to the facility the user will be billed for all facility use fees incurred.

I attest that I have read, understand, and agree that Natrona County School District Policies and Regulations of the Board of Trustees regarding the use of District facilities are to be strictly followed. The undersigned assumes all responsibility for any liability, property damage, or personal injury of any kind or nature resulting in loss or damage to persons or property as a result of the use described above. The undersigned further agrees to pay in advance such charges as may be made for the use of the property and equipment and will defend and indemnify Natrona County School District, its employees, agents, and trustees should any claim for damages of any kind arise.

Certificate of proof of liability insurance with Natrona County School District, 970 N. Glenn Road, Casper, WY 82601 named as an additional insured must accompany the Facility Use Application.

Natrona County School District reserves the right to reschedule, cancel, or make adjustments for the use of District facilities that are in the best interest for Natrona County School District and students.

Lessee:

Representative Name (printed):

Title:

Mailing Address:

City, State, Zip:

Email Address:

Phone Number:

Signature: