

Fort Smith Public School District
Security & Facilities
Rental Procedures

Fort Smith Public School District **Regulations for Facility Rentals**

Facility Rentals

The Fort Smith Public School District ("District") is actively engaged in partnerships with the Fort Smith, Barling and River Valley communities. The District makes every effort to assist and provide the use of its facilities for various community groups. Fort Smith Public Schools must first ensure that our facilities are available to our students and staff for educational and extracurricular activities. We also must ensure our facilities are in prime condition to help meet the needs of our mission statement.

Any person or organization interested in renting a District facility will be required to attend, in person, a rental agreement briefing at building G, Security and Facilities. During the briefing any applicable deposit and/or full rental fee will be due. Rental of school facilities will not be approved unless applicable deposits and/or rental fees are paid. A deposit refund will be returned upon inspection by District staff.

All rental agreements must be executed at least **two weeks** in advance of the scheduled event. Staff with the District will assist in determining the number of hours and support staff needed if necessary. There is a three hour minimum for all facility rentals.

Rental Regulations:

1. A school employee must be on site when facilities are used under a rental agreement.
2. No food or drinks are allowed in a District building unless permission is obtained in advance, in writing and attached to the rental agreement.
3. The organization or individual renting the facility accepts full financial responsibility for any damages done to District property during the rental period. All actual damages will be charged to the organization, plus labor charges to correct the damages at \$25 per hour.

The District shall also require any non-school related group using a District facility to provide proof of having purchased sufficient active and current general liability insurance to cover the damage to, or the cost to entirely replace, the structure(s) and furnishing (s), if necessary due to the loss of, or damage to, District property.

4. All rental hours will be charged to the next full hour. There is a 3 hour minimum for all facility rentals.
5. Changes to the initial rental agreement may result in additional charges or loss of use of the facility.
6. The District reserves the right to reschedule a rental event should circumstances arise regarding the District's need for the facility. If rescheduling becomes necessary, the District will provide the organization renting the facility with advanced notice when possible.

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7. Based on the information provided, the Security and Facilities Department will determine the following before an agreement is approved and signed.

- How many custodians are needed (the minimum is 1 Custodian per 100 attendees)
- Whether Police Presence will be required (police presence will be required at the renter's expense for all tournaments and at the District's discretion, and generally, 1 officer will be needed per estimated 200 attendees)

8. Due to the high volume of student activities, no facility will be reserved in advance for more than two consecutive weeks and no more than one day/night per week, in order for our facilities to be available to our students.

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Sporting Events

A mandatory rental agreement briefing must be held before any sporting event. The information needed will include the following:

- Personal information, renter name, date of birth, driver's license number, home and work address
- Total number of teams
- Anticipated Crowd
- Hours and days of rental request
- Number of support staff needed
- History of prior rentals from the District, if any
- Anticipated waste management issues

Group A: District

There is no charge for an FSPS-sponsored group.

Group B: Community Youth Groups or Patriotic Societies

There will be no charge for the use of the facility if the event is youth-oriented such as Boys/Girls Scouts, Boys/Girls Club or other Patriotic Societies. There will be a refundable \$250.00 deposit, and a \$25.00 HVAC user's fee. Charges relating to any support staff utilized will be the responsibility of the renter. It will be the responsibility of the nonprofit to hire a custodian or police if warranted. All fees are due before rental agreement is signed or approved.

Group C: Non District

See current Rental Rates for rental prices. All facilities require a \$35.00/hour custodial fee during rental hours. If law enforcement is required the renter will be required to pay an additional \$35.00/hour for the duration of the rental. Custodian, law enforcement and all fees are due before rental agreement is signed or approved.

Use While Students Present

1. Users must obtain background checks completed through the District office for all individuals associated with the renters who will be in elementary and middle school buildings prior to 6:00 p.m.
2. For students leaving after-school care to attend a non-school or non-curricular group meeting, a parent/guardian must sign a permission slip verifying the child can attend a meeting that is not affiliated with the District.
3. All other existing Facility Use Policies and Procedures apply.

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Political Events

The District does not rent facilities for political purposes.

Cancellations

There is a 24 hour cancelation notice to receive a full refund of fees and the deposit.

Fort Smith Public School District Facilities Rules

- All facility rentals should be restored by renter to their original cleanliness.
- No Unsupervised Children
- No Food/ Drinks Allowed in Gym
- No Smoking, Alcohol or Illegal Drugs Allowed
- Good sportsmanship and good citizenship is required
- Full cooperation with Fort Smith Public Schools staff is required

Facility Inspection for Final Refund

Upon completion of a facility rental, an inspection will be completed by the building engineer or senior custodian. Based on the inspection and if the facility has been restored to the original cleanliness and the original operating capacity a full refund should be in order. If the inspection reveals damage, excess or unusual trash accumulation a full refund will not be allowed. The refund will be dependent on the full restoration of the rental facility.

Fort Smith Public Schools reserves the right to deny any individual or group use of its facilities based upon any current or past misuse, damage, unauthorized use, or any failure to comply with Fort Smith Public Schools request to return the facility to the original cleanliness.

If a situation occurs where there is a violation of these rules, the Director of Facilities or his or her designee will contact the individual listed on the rental agreement within two weeks. The purpose of this meeting will be to discuss final refund, repairs if needed and potential resolution. Upon completion of the rental review the individual or group will be advised if repairs are needed, refund held and if they will or will not be allowed future access to Fort Smith Public Schools Facilities.

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Pricing and Fees per Hour

Certain agencies, organization or persons may be exempt from rental fees if preapproved by the Superintendent or his or her designee.

In Accordance with School Board Policy, custodial personnel must be in attendance at the rental activity, and therefore, all renters will be required to pay \$35.00/hour per custodian present. Police presence also may be required for large events at the renter's expense of an additional \$35.00/hour per officer present.

Group C

Cafeterias	\$150.00 hour
Junior High Gym	\$175.00 hour
Tornado Shelter	\$100.00 hour
Gym/Fieldhouse	\$200.00 hour
Activity Centers NHS/SHS	\$175.00 hour
Secondary/Service Center Auditoriums	\$175.00 hour
Elementary Auditoriums	\$100.00 hour
Classrooms	\$150.00 hour
HS Stadiums	\$200.00 hour
HS Stadiums & Dressing Room	\$250.00 hour
HS Stadium Complete	
(Dressing Rooms, Press Box, Lights, Scoreboard, Sound System)	\$300.00 hour
Buck Wells Stadium	\$200.00 hour
Buck Wells Stadium Complete	
(Dressing Rooms, Press Box, Lights, Scoreboard, Sound System)	\$250.00 hour

FY 19-20 Rental Rates

Group A: School or District Sponsored Event

School Affiliated, PTA's and Booster Club etc.

Elementary

Classroom Rental	0
Cafeteria	0
Energy Fee	0

Personnel Fees as Needed

Police \$35hr

Junior High

Classroom Rental	0
Cafeteria	0
Energy Fee	0

High School

Classroom Rental	0
Cafeteria	0
Energy Fee	0

Group B: Community Youth Groups or Patriotic Societies

Non-School Affiliated, Youth Oriented, Non-Profit Groups Boys/Girls Scouts, Boys/Girls Club

Other School Districts

Government Entities

Elementary

Classroom/Storm Shelter	0
Cafeteria	0
Energy Fee	\$100.00

Personnel Fees as Needed

Custodian, Police--\$35hr ea.

Monitor-\$20hr

Refundable Deposit \$250

Junior High

Classroom/Storm Shelter	0
Cafeteria	0
Energy Fee	\$100.00
Gym/FB Field	0

High School

Classroom Rental	0
Cafeteria	0
Energy Fee	\$100.00
Gym/FB Field	0

Group C: Non-District

Civic Groups or Special Events

Elementary

Classroom/Shelter	\$150-3hr min+\$50 each additional hour
Cafeteria	\$150-3hr min
Auditorium	\$100.00
Energy Fee	\$200.00

Personnel Fees as Needed

Custodian, Police etc.--\$35hr ea.

Monitor-\$20hr

Refundable Deposit \$250

Junior High

Classroom/Shelter	\$150.00-3hr min+\$50 each additional hour
Cafeteria	\$150.00-3hr min+\$50 each additional hour
Auditorium	\$175.00-3hr min+\$50 each additional hour
Energy Fee	\$200.00
Gym/FB Field	\$175.00-3hr min+\$50 each additional hour

High School

Classroom	\$150.00-3hr min+\$50 each additional hour
Cafeteria	\$150.00-3hr min+\$50 each additional hour
Auditorium	\$175.00-3hr min+\$50 each additional hour
Energy Fee	\$200.00
Gym/FB Field	\$200.00-3hr min+\$50 each additional hour
Activity Center	\$175.00-3hr min+\$50 each additional hour

REQUEST FOR USE OF FORT SMITH PUBLIC SCHOOL DISTRICT FACILITY

This agreement is made between the Fort Smith Public School District and _____ for use of the following facilities owned by the Fort Smith Public School District and under the custody and control of the Board of Education or its designated representative(s):

FACILITY _____ **DATE** _____ **TIME** _____ **End** _____

Planned Use of Facility: _____

Special Requirements: _____

Signed agreement is not final until received by FSPS and approved by the Director of Security & Facilities or designee.

RENTAL FEE: \$ _____
CUSTODIAL FEE: \$ 35 per hour

REFUNDABLE DEPOSIT: \$250
POLICE: \$35 per hour
Monitor: \$20 per hour
TOTAL AMOUNT DUE: _____

INVOICE AMOUNT WILL REFLECT THE ABOVE FEES

Renter's Name: _____
Renter's Number: _____
Fax: _____
Billing Address: _____

Renter's Signature _____
Printed Name: _____
Email: _____

I/We agree to use the facilities in accordance with the purpose(s) stated in this Agreement and to assume responsibility for the general condition and supervision of the facilities. I/We will further hold the Fort Smith Public School District and its Board of Education harmless for any loss to personal property or injury which is beyond the control of the Board of Education or its employees. In the event that damage is sustained by school property, I/we agree to make prompt and complete restitution for such damage.

I/We do hereby certify to the Fort Smith Public School District and its Board of Education that all activities conducted in facilities under the custody and control of said school district, pursuant to this Agreement, shall be open to all persons without regard to race, color, religion, national origin or sex.

The execution of this Agreement shall provide assurance of nondiscriminatory practices pursuant to Title VI of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972 and all regulations promulgated there under.

The use of illegal drugs or narcotics and alcohol is prohibited on all school properties. Illegal weapons and firearms are prohibited on all school properties.

The presentation of evidence indicating any violation of these assurances may render this Agreement null and void as well as the renter forfeiting their right to be present and lease school facilities.

SMOKING OR USE OF PRODUCTS CONTAINING TOBACCO IN ANY FORM ON ANY PROPERTY OWNED OR LEASED BY A PUBLIC SCHOOL DISTRICT, INCLUDING SCHOOL BUSES, IS PROHIBITED. ARKANSAS ACT 1555 OF 1999.

Fort Smith Public School District Facility Rentals

All paperwork must be received by the Facilities office **two weeks** prior to the event.

No dates will be reserved until a completed contract is signed by the Security and Facilities designee.

I agree to all written and oral rules of this agreement and I am responsible for all damages that may occur.

Name of individual responsible _____

Make Checks Payable to: Fort Smith Public Schools

SCHOOL OFFICIAL APPROVAL

Approved ☐
Denied ☐

Director of Security and Facilities: _____

Date: _____

Fort Smith Public Schools – Security and Facilities, 3205 Jenny Lind, PO Box 1948, Fort Smith, Arkansas 72902-1948