

RENTAL OF SCHOOL FACILITIES

The River Mill Academy believes that the primary purpose and function of school facilities is to provide quality educational environments conducive to student learning.

Under certain conditions it is the policy of the River Mill Board to allow citizens to use school buildings and facilities. The use may be for civic, cultural, educational, and recreational activities, so long as such use does not conflict with the use of the facilities for public school purposes and activities. All state laws and local ordinances must be obeyed. During such use the facilities must receive proper care and maintenance. These facilities will not be used as a regular meeting place for any group, nor will they be used for moneymaking events that serve no civic purpose.

The River Mill Academy's Guidelines and Procedures for Rental of School Facilities will be followed in the implementation of this policy.

PROCEDURES

- 1) Refer rental inquiries to the Principal or his/her designee at 336-229-0909.
- 2) Rental procedures apply to any person or group, except School Based groups such as PTA or Boosters, wishing to use our facilities (Ex. Coaches wanting to have a camp for their profit).
- 3) The Principal will clear all dates with the school and forward all appropriate paperwork to custodians and technicians.
- 4) Custodial and technical staff will be paid by River Mill Academy and **NOT** by the renter. A separate time sheet should be sent to the Principal for processing.
- 5) The Principal or his/her designee should approve all reasonable requests to use the school facilities. Requests may be denied for any of the following reasons:
 - a. The application is incomplete or inaccurate
 - b. The fee is not paid in advance.
 - c. The applicant has failed to provide a bond or certificate of insurance, unless waived.
 - d. The applicant violated the "Rules Governing the Use of School Facilities" as set forth in this policy during a previous use.
 - e. The applicant failed to pay the required use fee on a previous occasion.
 - f. The facilities are not available on the date(s) or at the time(s) requested.
 - g. The activity, in the opinion of school officials, would cause or be substantially likely to cause damage to school property. For example, playing fields should not be used during inclement weather or when their use will render conditions unfit for school purposes.
- 6) Contractual Obligations
 - a. The user shall agree to hold River Mill Academy, Inc., its Board and staff free, harmless, and indemnified from any claims, suits, or causes of action arising from or out of its use of a school facility.
 - b. A user shall not assign or transfer its permit to use school facilities to any other person or group without the written permission of the Principal or his/her designee.

- c. An agreement to use school facilities may be cancelled or amended by the user for good cause provided a ten (10) business days' notice is given to the other party. If notice required by this section is not provided or good cause shown, the user shall forfeit the deposit. The right to cancel or amend at any time an agreement to use school facilities is reserved by the Principal or his/her designee.
- d. Violations of any of these rules and regulations shall be grounds for the suspension of a user's privilege to use school facilities for such period of time as deemed appropriate by the Principal or his/her designee, subject to the review of the River Mill Academy Board.

Special Use Provisions

- 1) The Board of Directors, upon the recommendation of the Principal, may enter into a lease agreement with a nonprofit organization on a regular basis for an extended period of time (generally, more than four months) for a good cause upon such terms and conditions as are mutually agreeable to the parties. Copies of all lease agreements shall be kept on file in the school's office for inspection by the public, for the period of time outlined in our contract with Arcadia (or its successor).
- 2) Precinct Meetings - A precinct meeting may be held without charge by each political party recognized by the County or State Board of Elections. Precinct meetings may be held only once a year without charge. Each party will schedule all of its precinct meetings on the same date. Applications to hold precinct meetings shall be submitted in writing to the Principal or his/her designee.
- 3) Registration/voting - Pursuant to G.S. 163-12 article 12. Precincts and Voting Places, the Alamance County Board of Elections has the right to use school facilities without charge for the purpose of conducting registration and voting for any primary or election.

School-Related Organizations

- 1) School-related organizations or associations officially recognized by, or affiliated with River Mill Academy shall be allowed to use school facilities without charge at reasonable times.
- 2) The term "school-related organization," includes, but is not limited to River Mill Academy:
 - a. Parent-teacher associations
 - b. Board of Directors or subcommittees
 - c. School employee organizations
 - d. School student clubs and associations
 - e. School alumni groups
 - f. School booster clubs
- 3) School-level organizations shall submit their requests to use school facilities to the principal for review and approval. The principal should allow such organizations to use the auditorium, dining area, gymnasium, grounds or any other facilities deemed appropriate.

Use by Nonprofit Organizations

- 1) Nonprofit organization defined - The term "nonprofit organization" shall mean any civic, service, political, fraternal, governmental, religious, charitable; or recreational agency, association, organization, corporation, partnership or person that is not engaged in a business or enterprise to produce income or a financial gain for its members, its directors or

officers. This definition is not intended to preclude a nonprofit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.

- 2) Any nonprofit organization wishing to use a school facility must be a local organization or have special approval from the Principal.
- 3) Facilities available for use may include but not be limited to: auditoriums, dining areas, media center, designated classrooms, gymnasiums, and playgrounds, provided such use does not interfere with the operations of the school or the security of school property.

Use by For Profit Organizations

- 1) The term "For Profit" shall mean any person, partnership, association, organization or corporation engaged in a business for profit which desires to use a school facility, for its owners, members, officers, directors or stockholders.
- 2) Any for profit organization wishing to use a school facility must be a local organization or have special permission from the Principal or his/her designee.
- 3) If both for-profit and a nonprofit organization submit applications to use the same school facility at the same time, the nonprofit organization's application shall have priority consideration.
- 4) Applications for use of auditoriums and gymnasiums shall be submitted to the Principal or his/her designee in the same manner as for nonprofit organizations.
- 5) The facilities are available for use by for profit organizations for the fee approved by the River Mill Academy Board.

Rules Governing the Use of School Facilities

- 1) The rental charge includes: use of the facility, personnel for custodial services, sound system operation, and/or lighting system. The facility staff will report to the rental site at the time stated on the application and rental agreement.
- 2) Rental fees must be paid in advance. Balance of the payment must be mailed or settled at River Mill Academy during office hours (call 336-229-0909 for current hours) a minimum of five (5) days prior to the event.
- 3) All reservations are considered tentative until River Mill Academy have received a security deposit and a signed copy of the Rental Agreement. Tentative reservations are cancelled within five (5) working days of initial scheduling if the security deposit has not been received.
- 4) Additional charges for extra time other than as stated in the application and rental permit will be due and payable immediately following rental.
- 5) Charges for any loss substantiated by the River Mill Academy Board will be due and payable within five (5) days after notification.

- 6) School facilities will not be rented during school holidays, unless specific permission is granted by the Principal or his/her designee.
- 7) Applications to use any of the facilities should be submitted on the "School Facilities Rental Agreement", attached hereto, to the Principal and/or his/her designee. The application shall:
 - a. Be signed by an authorized representative of the organization who is 18 years of age or older.
 - b. State the name and address of the organization and the name, title, and address of its authorized representative.
 - c. State the purpose for which the facility will be used.
 - d. State the date(s) on which the organization desires to use a school facility and which facility it desires to use;
 - e. Be submitted with the appropriate security deposit.
- 8) At the discretion of the Principal or his/her designee, include a bond or certificate of insurance to ensure that the applicant will faithfully comply with the provisions of this policy and the Application for Rental of School Facilities and the applicant or its insurance carrier will pay any valid claims for personal injury or property damage which arise from or out of the applicant's use of a school facility.
- 9) The Principal or his/her designee may require any applicant to provide additional information in order to verify its status as a nonprofit organization.
- 10) The user shall be responsible for the supervision of the activity it sponsors including the maintenance of order and the safety of the people present.
- 11) A school employee (technician or staff member) shall be on duty when a school facility is used or rented to assist in the use with the mechanics of using the facility. This employee shall not be directly responsible for the supervision of the activity (hereinafter Rental Supervisor). If additional school employees are needed, there will be an additional charge.
- 12) If, in the opinion of the Principal or his/her designee, additional supervision of an intended use of a school facility is needed for crowd control and/or to protect the River Mill Academy's property, the Principal or his/her designee may require that:
 - a. An additional school employee be assigned to assist with the supervision of the activity at the user's expense; and/or
 - b. Police protection is provided by the organization using the facility at the user's expense.
- 13) The user shall be responsible for any damage to school property other than normal wear and tear while the facility is under the user's care, custody, and control. Groups are invoiced for all labor and material costs necessary to return the building to its previous condition. This applies to cleaning as well as physical damage.
- 14) Unless specifically waived by the Principal or another appropriate school official, the following rules shall be observed:
 - a. The user shall not drive nails, tacks, or screws into the floors, walls, ceiling, desks or any other school property.
 - b. The user shall not paint, wallpaper, mark, or deface any school property.

- c. The user shall not wire or connect electrical equipment such as stage lighting equipment or adjust the heat or air conditioning controls.
- d. The user shall ensure that all participants wear appropriate athletic shoes when using gymnasiums or other school facilities for athletic recreational purposes
- e. The user shall remove property such as decorations, theatre props, and equipment from school premises and return all school property, such as chairs, tables, equipment, etc., to their proper locations promptly after the completion of the use,
- f. The user shall leave the school premises promptly when leased term has expired. No school property shall be in use after 11:00 p.m. unless special permission is granted by the Principal.
- g. The user shall leave the school premises, including parking lots, in a secure, clean, neat, and orderly manner; meaning in the same or better condition than it was prior to the rental. All trash must be properly bagged, sealed and disposed of as instructed.
- h. The user shall become familiar with and shall comply with the fire codes of the city and county as appropriate to the location of the facility.
- i. The user shall protect all floors when moving furniture and/or equipment.
- j. Noise and music must be kept at a reasonable level. This level of allowable noise will be determined by the Rental Supervisor.
- k. All youth groups must be chaperoned by a minimum of one (1) adult, 21 years or older, for every ten (10) youths in attendance.
- l. All admission fees and sale of goods must be disclosed prior to the event and outlined on the rental agreement under special provisions.
- m. All borrowed equipment must be returned to our supervisor before leaving the facility.
- n. River Mill Academy is not responsible for items left behind.
- o. Rental fees are charged for the time used to set up and clean up, as well as the actual event time.

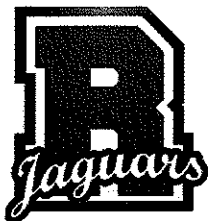
Prohibited conduct - The following are specifically prohibited:

- 1) The possession, use, or sale of beer, wine, alcohol or controlled substances.
- 2) No smoking within the building or within 100 feet of the facility.
- 3) Gambling, with the exception of raffles, conducted in accordance with G.S. 14-309.15.
- 4) The possession of weapons, i.e., knives, guns, etc.
- 5) Any activity which, in the opinion of school officials, would cause, or be substantially likely to cause, damage to school property (for example, playing fields should not be used during inclement weather or when their use will render their condition unfit for school purposes).
- 6) The presence of animals of any type in school facilities for performances or shows.
- 7) Any activity, which is in violation of the laws of local, state or federal government.

Rental of School Facilities
Approved by River Mill Academy Board of Directors


Chairperson

8-18-2011
Date



River Mill Academy, Inc.
 1242 S. Main St., Graham, NC 27253
 Phone: (336) 229-0909 Fax: (336)229-9975

School Facilities Rental Agreement

Date of Request Total hours to be used:

Name of Event

Name of Organization

Organization is For-Profit OR Non-Profit Estimated Attendance:

Building(s)|Room(s) Needed

Event Begin Date: End date:
 Begin Time: End time:

Contact name: Position Title:

Day-Time Phone: Evening Phone:

Cellular Phone:

Address:

Email address:

Special Provisions: _____

NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS ALLOWED ON SCHOOL GROUNDS

The undersigned agree(s) to pay the fee of \$ /hour or day for the use of the school facilities during the period(s) indicated above. The undersigned also agrees to pay the fee of \$_____per hour or any part of an hour for time other than stated above. The undersigned also agree(s) to protect River Mill Academy, Inc. and its officers and employees against liability of any and every kind which may result from such use: to make good any loss sustained by River Mill Academy, Inc. or its officers or employees as a result of, or in connection with, such use. The undersign acknowledges that they have read, understood and agree to comply with all rental guidelines and rules governing the use of the facility; and to make every reasonable effort to maintain order and decorum on the rented premises and to prevent alcohol, drugs and smoking thereon.

Organization: _____ Date _____
Authorized Representative

River Mill Academy, Inc _____ Date _____
Authorized Representative

-OFFICE USE ONLY-

Amount of Payment Received: _____ Form of Payment: _____ Date Received: _____

Rental Supervisor Used : _____ # of Hours Used: _____

Staff Signature and Date _____ Certificate of Insurance Required: Yes / No

Cash Deposit Received : _____ Cash Deposit Returned: _____

Customer Acknowledgment of Cash Return (Signature Required) _____

Rental of School Facilities
 Approved by River Mill Academy Board of Directors

 Chairperson
 8-18-2011 Date