

# HELENA SCHOOL DISTRICT #1 FACILITY/EQUIPMENT USE POLICIES

The Board of Trustees wishes to make School District facilities available to responsible community organizations, associations, and individuals for appropriate civic, cultural, welfare, educational or recreational activities that do not interfere with the delivery of education and the best interests of the School District. The Board of Trustees recognizes the investment that the community has made in the School District buildings and facilities, and wishes for such buildings and facilities to be temporarily used under such provisions and control as the School District may see necessary to impose. To the greatest extent possible, citizens of the community should use School District facilities, so long as the educational programs of the School District are not hindered.

The priority for the use of School District facilities is as follows:

- School District Activities
- Nonprofit Youth Activities
- Other Nonprofit and Profit Activities

The administration shall be charged with the responsibility of coordinating and authorizing use of all grounds and facilities by groups other than those directly connected with the School District. The administration shall develop the rules, regulations, and procedures for the use of facilities.

School District facilities will only be rented to groups or organizations that agree to comply in all respects with all applicable laws, statutes, regulations, ordinances and policies. In particular, that neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods, facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, and that it will not publish, circulate, issue, display, post, or mail a written or printed communication, notice or advertisement which states or implies that any of the services, goods, facilities, advantages, or privileges offered by it while in School District facilities will be refused, withheld, or denied because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

The School District Business Office will collect deposits and bill the user of school facilities on the basis of the following schedules. **There is a two hour minimum charge per facility. A Session/Day Minimum Charge refers to 6 hours of use.** Athletic equipment is not available for rental. PE equipment may be available at the discretion of the Building Principal. Due to maintenance for district computers and related technology, this equipment is not available for rental. Generally teacher classrooms are not available but can be approved at the discretion of the Building Principal. Requests for school classrooms should be discussed with the Building Principal first.

**Facility Use Fees** "Use time" includes **all time** spent by the user, including rehearsals, set-up, clean-up.

Location	Hourly Charge	Session/Day Maximum
Vigilante Stadium	\$90.00	\$540.00/day
Helena High or Capital High School Gymnasiums	\$70.00	\$420.00/day
CR Anderson Upper/Lower Gyms and Helena Middle School Gymnasiums	\$50.00	\$300.00/day
All other gymnasiums and multi-purpose rooms	\$30.00	\$180.00
Helena Middle School Auditorium	\$100.00	\$600.00
Capital High School Auditorium	\$50.00	\$300.00
All other auditoriums	\$30.00	\$180.00
Weight and specialty rooms	\$50.00	\$300.00
All Other (cafeteria, etc.)	\$25.00	150.00
Front Street Learning Center Double Conference Rooms	\$50.00 full/\$30.00 half	\$300.00 full/day or \$180.00 half room/day
Front Street Learning Center Double Training Room	\$50.00 full/\$30.00 half	\$300.00 full/day or \$180.00 half room/day
Front Street Learning Center Parking	20.00 per month	Minimum 3 months
Minimum donation	\$25.00	\$25.00
Team camps	\$3.50/student	\$3.50/student
Portable Bleachers per set	N/A	\$125.00

**Facility Use Labor Schedule** (Rates are determined by the applicable union contract or Fair Labor Standards.)

Type of Labor	Regular Rate	Overtime Rate	Double Time Rate	Holiday Rate
Custodial	\$25.00	\$37.50	\$50.00	\$62.50
Electrical	\$45.00	\$67.50		
Technology	\$35.00	\$52.50		
Stage/Lighting	\$35.00	\$52.50		
Bleachers 2/hour delivery 2/hour pickup minimum	\$25.00	\$37.50	\$50.00	\$62.50



# HELENA SCHOOL DISTRICT #1 FACILITY/EQUIPMENT USE POLICIES

	<u>Maximum Allowable Occupancies:</u>
Capital High School Gym	
Assembly Seating: Bleacher seating, with folding chairs & standing room .....	3,155
Sporting Event Seating: available bleacher seats .....	2,271
Capital High Auditorium (499 fixed seats).....	515
Helena High School Gym	
Assembly Seating: Bleacher seating, with folding chairs & standing room .....	2,765
Sporting Event Seating: available bleacher seats .....	2,020
Helena High School Little Theater (207 seats).....	315
Helena Middle School Gym	
Assembly Seating: Bleacher seating, with folding chairs & standing room .....	1,310
Sporting Event Seating: Available bleacher seats .....	559
Helena Middle School Auditorium	
(1,023 total seating based on 976 fixed & 47 temporary).....	1,105
Portable Bleacher, No ADA seating or ramps. 30' long .....	180
**please inquire as to maximum allowable occupancies for facilities not listed	

## SCHEDULING

The application for scheduling of the use of School District facilities shall be the responsibility of the principal or manager of the affected facility. The needs of the School District's educational programs will have first priority. The contract will be considered complete when the District Business Office notifies the applicant of the charges and deposit.

## SUPERVISION

The use of School District facilities by any group or organization shall be supervised by an adequate number of adult sponsors to assure proper care and use of the property. The district shall determine the need for and time if district supervision is determined to be necessary. This charge will be added to the bill.

## CARE OF RENTED PROPERTY/MISCELLANEOUS

All users of School District facilities shall maintain the cleanliness of the property. Any damage or unanticipated custodial costs not covered by the fee schedule shall be charged to the user, and said user will not be allowed further use of School District property until such reimbursement has been made. The user shall pay for district custodial services to clean facilities at the conclusion of the event as agreed in the facility use agreement.

## SECTARIAN EDUCATION AND RELIGIOUS ACTIVITIES

School District facilities may not be used for sectarian education, or ongoing religious activities, except as provided by the Equal Access Act.

## DRUG AND ALCOHOL POLICY

The use or possession of any illegal drugs, tobacco or alcohol products on school property is strictly prohibited.

## RENTAL OF PORTABLE BLEACHERS

Any users of School District facilities that wish to rent portable bleachers from the School District shall be required to complete the "Facilities Use/Bleachers Use Application" and to abide by all rules and regulations. The Helena School District encourages the use of its bleachers by the public. However, it is a district policy to give priority to the student use of the bleachers. In this request, the right to cancel the use of the portable bleachers is reserved by the school district. The use of the portable bleachers will be denied, when in the opinion of the superintendent or the Board of Trustees, such use may be construed to be solely for commercial purposes, there is a probability of damage or injury or if the activity is deemed to be improper. The portable bleachers shall be supervised by an adequate number of adult sponsors to assure proper care and use. It is agreed that all rules and regulations for the use of the portable bleachers will be complied with and that all damage to the portable bleachers will be reimbursed to the district at the actual cost of repair and/or replacement. In case of loss or damage to school property, the organization and/or individual signing the request shall be fully responsible and liable. The undersigned organization, by signature of its authorized representative, hereby guarantees that the organization shall indemnify, defend and hold harmless the Helena School District and any of its employees or agents from any liability, expenses, costs (including attorney fees), damages and/or losses arising out of injuries or death to any person or persons or damage to any property of any kind in connection with the organization's use of the aforementioned school portable bleachers which are not the result of fraud, willful injury to a person or property or the willful or negligent violation of a law. There is a minimum 2 hours delivery/set up and minimum 2 hour take down and pick up rate in addition to the rental rate. Rental cannot be for more than 3 consecutive days.

## USE OF SIGNAGE AND ADVERTISING

The use of electronic and non-electronic school reader boards is not allowed by any user of School District facilities. Use of School District reader boards is limited to official School District matters. Portable advertising must be approved by the district in advance of the event. Advertising shall not imply district endorsement or sponsorship of the activity.

Any group, organization, or individual who seeks to use School District facilities will be required to complete the attached Application and Agreement for Use of School Facilities. The district requires liability insurance and/or other information as listed on this form. A facility use application must be completed and the district will notify the user of acceptance.



**Helena School District # 1**  
**FACILITIES USE / EQUIPMENT USE APPLICATION AND CONTRACT**

**To Be Filled Out by Organization Requesting Facility Use/Equipment**

Organization Helena Vigilante Runners email: pljudge@brennan.net  
Billing address: PO Box 663, Helena, MT 59624 Representative: Patrick L. Judge  
Contact Phone # 406/459-5838  
☒ Attach Certificate of Insurance w Helena SD listed as additional insured (mandatory)  
Building Site: Vigilante Stadium Track  
Areas of School to be Used (check all that apply)  
Old Gym ☐ New Gym ☐ Locker Rooms ☐ MPR ☐ Classrooms (#) ☐ Cafeteria ☐ Restrooms (#) ☐  
Auditorium ☐ Library ☐ Conference Room A ☐ Conference Room B ☐ Training Room A ☐  
Training Room B ☐ Bleachers ☐ Stackable Chairs # ☐ Other (list below) ☐  
Day of Week (circle) MON TUES WED THU FRI SAT SUN  
Dates of Use \_\_\_\_\_ Est. Hrs. of Use 1 hr. per session  
Time of Day Facility is to be Used 1200-1300 Will Food or Drink be Permitted? Yes ☐ No ☒ Water only  
Time Facility is to be Opened 12:00 pm Time Participants Will Leave 1:00 pm  
Will Admission be Charged? Yes ☐ No ☒ Estimated # of Participants 60  
Brief Description of Use/Purpose 2016 Club Workouts  
3/15, 3/29, 4/12, 4/26, 5/10, 5/24, 6/7, 6/28, 7/12, 7/26, 8/9, 8/23, 9/13, 9/27, 10/11, 10/25  
We desire the use of and will be responsible for the equipment listed: \_\_\_\_\_  
Signature of Organization's Representative Patrick Judge Date 1 / 11 / 2016

**To Be Filled Out by Principal/Building Administrator**

Time/ Date Approved? Yes ☐ No ☐ Will District Supervision be Required? Yes ☐ No ☐  
Will Custodial Staff be Required to Open the Building? Yes ☐ No ☐  
Will Custodial Staff be Required During Time of Use? ? Yes ☐ No ☐  
Instructions/Remarks \_\_\_\_\_  
Signature of School Principal/Administrator \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Send to Manager of Buildings and Grounds Department

**To Be Filled Out by Plant Operations Department – District Labor**

Custodial ☐ Technology Support ☐ Stage Support ☐ Craftsman ☐ Other ☐  
Labor Costs \_\_\_\_\_ (estimate only, final will depend on labor costs and hours of use)  
Remarks \_\_\_\_\_  
Signature of Director of Support Services \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Send to Business Office



## AGREEMENT TO CONDITIONS OF USE Helena School District #1

On behalf of the above-referenced organization or group ("User"), I hereby attest to the following:

1. The User has been provided with a copy of the School District's "Rental and Use of School Facilities Administrative Procedure" and has and fully understands its contents. The User agrees to abide by all terms, conditions, and limitations set forth in the Procedure.
2. The User understands that the School District reserves the right to cancel this use agreement at any time in the event of an emergency (as determined by the School District Administration) or under any circumstances where the School District requires the use of the facility for its own activities.
3. The User agrees to promptly make payment to the School District for any charges, reimbursements or other fees required of the User under the terms of the Procedure. The estimate for the User's particular use is as follows:

Cost of Facility: \_\_\_\_\_  
Labor Costs: \_\_\_\_\_  
Equipment Cost: \_\_\_\_\_  
Other: \_\_\_\_\_  
  
TOTAL ESTIMATED COST: \$ \_\_\_\_\_  
  
Deposit: \$ \_\_\_\_\_

*Arrangements made with Jim Opitz:  
HVR pays for the porta-john at  
NE corner of track from mid-May  
through October.  
The porta-john is available 24/7  
for public use.*

The actual cost, which will be calculated after the event is completed, will be used to adjust the final billing, with the exception of any extraordinary costs including, but not limited to the kind listed in paragraph 5 below.

4. The User agrees to deposit the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in cash or cashier's check on or before \_\_\_\_\_, 20\_\_\_\_. The User understands that this deposit will first be credited to any charges, reimbursements, or other fees required of the User under the terms of the Procedure and that any remaining balance will be returned to the User. In the event that applicable charges, reimbursements or other fees required of the User under the terms of the Procedure exceed this deposit amount, the User agrees to promptly make payment of that excess to the School District.
5. The User agrees to indemnify and hold the School District and its agents and employees harmless for and from any and all loss, including attorneys' fees, damages, expenses, and liability arising out of its use of School property. The User also agrees to pay for any damages to School District facilities, furniture, or equipment arising out of its use of School property, whether such damage was accidental or deliberate. The cost of damages will be based on repair or replacement cost, the choice of which is at the School District's discretion.
6. The User shall provide the School District with a certificate of insurance. Said certificate shall name the School District as an additional insured. Such certificate shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. Said insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for all bodily injuries and death resulting from any one accident and \$1,000,000 for property damage in any one accident or the policy may provide a per occurrence combined single limit for bodily injury and property damage of \$1,000,000. Said certificate shall also contain information regarding the coverage for worker's compensation or self-insured status as per Montana insurance guidelines. Said certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the School District written notice at least 10 days before the effective date of the cancellation or non-renewal.
7. The User agrees and represents that any activities it conducts in connection with its use of School District facilities will comply in all respects with all applicable laws, statutes, regulations, ordinances and policies. In particular, the User agrees that neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods, facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, and that it will not publish, circulate, issue display, post, or mail a written or printed communication, notice or advertisement which states or implies that any of the services, goods, facilities, advantages, or privileges offered by it while in School District facilities will be refused, withheld, or denied because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. The User agrees to indemnify and hold the School District harmless for any failure on the User's part to abide by this agreement and representation.

ORGANIZATION HVR DATE: 11/11/2016 SIGNATURE: Pete Judge

HELENA SCHOOL DISTRICT #1 DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> STAR Insurance - Fort Wayne Office 2130 East Dupont Road  Fort Wayne IN 46825		<b>CONTACT NAME:</b> Margaret M. Mayers <b>PHONE (A/C, No, Ext):</b> (260) 467-5689 <b>FAX (A/C, No):</b> (260) 467-5691 <b>E-MAIL ADDRESS:</b> margaret.mayers@starfinancial.com																						
<b>INSURED</b> Road Runners Club of America/2016 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Casualty Company</td><td>11991</td></tr><tr><td>INSURER B:</td><td>Nationwide Life Insurance Co.</td><td>66869</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Casualty Company	11991	INSURER B:	Nationwide Life Insurance Co.	66869	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES**

CERTIFICATE NUMBER: 2016 \$1M A.I.

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			KRO0000005887400	12/31/2015 12:01 AM	12/31/2016 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:			Abuse & Molestation Aggregate \$5,000,000			GENERAL AGGREGATE \$ Unlimited
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Abuse & Molestation \$ 500,000
A	<b>AUTOMOBILE LIABILITY</b>			KRO0000005887400	12/31/2015 12:01 AM	12/31/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED						\$
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	<b>Excess Medical &amp; Accident (\$250 Deductible/Claim)</b>			SPX0000027201500	12/31/2015 12:01 AM	12/31/2016 12:01 AM	Excess Medical \$10,000
							AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 03/15/15-10/25/16 any/all events owned and operated by Helena Vigilante Runners - Tuesday Track Workouts, running portions only INSURED RRCA CLUB/EVENT MEMBER: Helena Vigilante Runners, Att'n: Patrick Judge; PO Box 663, Helena, MT 59624

**CERTIFICATE HOLDER****CANCELLATION**

03/15/16 Helena School District #1  
55 S. Rodney St.  
Helena, MT 59601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Diller/MMA

Terry R. Diller, CPCU

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