

**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 the 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. **ACTIVITIES SURCHARGE** -All invoices include a \$30.00 surcharge to help fund student activities and sports. This funding will supplement the Activities department and will be used to purchase supplies and equipment for all students and activities including sports, debate, music, speech, cheerleading, dance, and other student activities. This fee cannot be waived or voided.

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 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
Mandatory Activities Surcharge - All	\$30.00	\$30.00
Athletic Team camps	\$4.50/student	\$4.50/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

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	<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@bresnan.net
Billing address: P.O. Box 663, Helena, MT 59624 Representative: Patrick Judge
Contact Phone # (406) 459-5838

- ☒ Attach Certificate of Insurance w Helena SD listed as additional insured (mandatory)
☒ Attach a copy of your IRS determination letter showing your non-profit status – required to receive discount rates

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 12:00 - 13:00 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

3/13, 3/27, 4/10, 4/24, 5/8, 5/22, 5/29, 6/5, 6/16, 7/10, 7/24, 8/7, 8/21, 9/11, 9/25, 10/9, 10/23

We desire the use of and will be responsible for the equipment listed: _____

Signature of Organization's Representative Patrick Judge Date 1 / 23 / 18

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:	_____
Activities Surcharge - mandatory	_____ 30.00
TOTAL ESTIMATED COST:	\$ 30.00
Deposit:	\$ _____

*Arrangement 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 use by the general public.*

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: 1/23/18 SIGNATURE: Pats Jones

HELENA SCHOOL DISTRICT #1 DATE: _____ SIGNATURE: _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **FEB 05 2010**

HELENA VIGILANTE RUNNERS INC
C/O STEVE ENGEBRECHT
1030 WILDER AVE
HELENA, MT 59601-2537

Employer Identification Number:
27-0152585

DLN:
17053349358029

Contact Person:
NANCY L HEAGNEY ID# 31306

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi)

Form 990 Required:
Yes

Effective Date of Exemption:
January 22, 2009

Contribution Deductibility:
Yes

Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

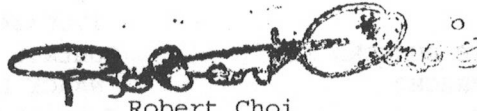
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

HELENA VIGILANTE RUNNERS INC

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2018

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).

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260)467-5689 FAX (A/C, No): (260)467-5691 E-MAIL: margaret.mayers@starfinancial.com ADDRESS:	
INSURED Road Runners Club of America/2018 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 2018 \$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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		KRO000007170900 Abuse & Molestation Aggregate \$5,000,000	12/31/2017 12:01 AM	12/31/2018 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KRO000007170900	12/31/2017 12:01 AM	12/31/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SPX0000028554500	12/31/2017 12:01 AM	12/31/2018 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 TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 03/13/18 through 10/23/18 for 2018 Track Workouts at Vigilante Stadium INSURED RRCA CLUB/EVENT MEMBER: Helena Vigilante Runners, Att'n: Patrick Judge, PO Box 663, Helena, MT 59624

CERTIFICATE HOLDER**CANCELLATION**

03/13/18 Helena School District #1 55 South Rodney Street 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/LKR <i>Terry R. Diller, CPCU</i>

HELENA VIGILANTE RUNNERS, INC.

P.O. BOX 663

HELENA, MT 59624

375

93-151/920

1/24/18

Date

Pay to the Order of Helena School Dist #1

\$ 30.00

Thirty & no/100

Dollars



Photo Safe Deposit™
Details on back



Division of Glacier Bank
P.O. Box 5269
Helena, MT 59604
(406) 495-2400

For 2018 Vig permit

Amy Sufert

MP

092001512

1073658 0375