

Use and Rental of School facilities and Rental of Equipment

The Board of Education of the Mesa Vista Consolidated School District recognizes the need for legitimate use of public school buildings and facilities. It also recognizes that said facilities must be utilized under specific conditions prescribed and/or permitted by law and in accordance with adopted policies of the local Board of Education. School district properties shall be available for community use as follows:

CATEGORIES (Priorities)

- I. The requirements of the school program, activities and/or co-sponsorship(s) shall receive first consideration in the assignment of school facilities.
- II. School related organizations such as parent, student, teacher groups, school advisory groups, school advisory councils (committees) and recognized professional organizations, shall be given second consideration over other organizations.
- III. Other approved youth (girl/boy) groups (Example: Girl Scouts/Boy Scouts) shall be given third consideration over adult groups.
- IV. Approved groups from within or outside the school district desiring the use of school facilities for community meetings or gatherings shall be given consideration.
- V. Approved adult groups from within or outside the school district desiring the use of school facilities for financial profit (school related groups) may be considered, contingent on type of activity. Liability insurance and ample Bonded Certified Security may be required for this type of activity.
- VI. Adult groups may be permitted to use the Jose G. Alire Complex (El Rito Elementary Cafetorium) or the Mesa Vista Multi-Purpose Cafetorium (Ojo Caliente Campus) for wedding receptions, wedding dances, etc.; however, subject to conditions outlined on the Application Form. Liability insurance and ample Bonded Certified Security are required for this type of activity.
- VII. Adult small groups may be permitted the use of the Jose G. Alire Complex (El Rito Elementary Cafetorium) or the Mesa Vista Multi-Purpose Cafetorium (Ojo Caliente) for student recognition activities to include birthdays, graduation receptions, weddings or baby showers and hardships due to medical or personal catastrophes, etc. Liability Insurance and ample Bonded Certified Security may be required for this type of activity.
- VIII. Adult groups from outside the school district are not to use the school facilities for financial or non-financial profit, unless activity, terms and conditions, fees and deposits have been approved by the Superintendent.

Facilities available for community use shall include: Classrooms, Libraries, Jose G. Alire Complex, Mesa Vista Multi-Purpose Cafetorium, Outside Recreation Area and selected equipment. Use of any school equipment shall preferably be restricted for use only on school

premises. However, request for use of equipment outside school premises may be considered if approved by the Superintendent. The Superintendent will review all requests and make the final decision regarding rental fees, deposits and/or waiver of fees/deposits.

NOTE:

- 1) USE OF THE MESA VISTA HIGH SCHOOL GYMSASIAM AND LECTURE HALL/AUDITORIUM IS NOT AVAILABLE FOR COMMUNITY DANCES AND USE IS RESTRICTED ONLY TO SOME RELATED SCHOOL FUNCTIONS AND ACTIVITIES.
- 2) FEE FOR USE OF KITCHEN FOR NON-PROFIT ACTIVITIES WILL BE **\$20.00 PER HOUR** TO COVER THE COST OF BUTANE, ELECTRICITY AND KITCHEN WARE. (KITCHEN SHALL NOT BE USED FOR PROFIT).
- 3) CASH FEES ARE REQUIRED FOR RENTAL AND DEPOSIT.

There shall be no fee charged to those requesting the facilities and/or equipment and qualifying under Category I, II and III. Those qualifying under Category I, II and III must obtain the approval of the Principal and Superintendent.

Those qualifying under Category IV, V, VI and VII must submit an application and obtain the approval of the Principal and Superintendent.

CATEGORY IV:

CLASSROOM(S): For non-school related, adult classes, meeting rooms, community meetings, or small group receptions (no dances), if classrooms are available.

\$100.00 minimum fee for 8 hour sessions for each classroom (\$12.50 per hour), plus \$25.00 deposit, plus clean-up fee, if applicable.

JOSE G. ALIRE COMPLEX (El Rito Elementary) or MESA VISTA MULT-PURPOSE CAFETORIUM (Ojo Caliente Campus)

(For non-school related, adult classes, meeting rooms, community meetings, or small group receptions (no dances) if facility is available).

\$120.00 minimum fee for 8 hour sessions for use of Multi-Purpose Cafetorium(s)
- \$15.00 fee per hour, plus \$50.00 deposit, plus clean-up fee, if applicable.

CATEGORY V AND VI: A rental fee of \$300.00 per day or night to be paid prior to the scheduled activity (\$600.00 rental fee for both day and night activity). In addition, a deposit fee of \$500.00 for day or night (\$1,000.00 deposit fee for both day and night), shall be required and will be applied towards extended hours, assessed damages, and/or destruction. Deposit will be refundable after deductions, if any. This fee does not include use of kitchen.

Day Time: 8:00 a.m. through 4:00 p.m. = 8 hours = \$37.50 per hour
Night Time: 5:00 p.m. through 1:00 a.m. = 8 hours = \$37.50 per hour

CATEGORY VII: A rental fee of \$150.00 for day or night to be paid prior to the scheduled activity (\$300.00 rental fee for both day or night activity). In addition, a deposit of \$250.00 for day or night (\$500.00 for both day and night) shall be required and will be applied towards extended hours, assessed damages and/or destruction. Deposits will be refundable after deductions, if any. This fee is exclusive of use of kitchen.

Day Time: 8:00 a.m. through 4:00 p.m. = 8 hours = \$18.75 per hour
Night Time: 5:00 p.m. through 1:00 a.m. = 8 hours = \$18.75 per hour

INSIDE/OUTSIDE CLEAN-UP AREA: A deposit fee of \$100.00 minimum per eight (8) hour session for clean-up and refundable if clean-up details are satisfactorily completed by the user (\$12.50 per hour).

CONDITIONS

In addition to fees and deposits for the use of the school facilities, the users must assure the Principals or Central Office Administrative Personnel of the following:

- 1) The Mesa Vista School District requires such organizations or party renting facilities to purchase a Liability Insurance Policy. Parties/organizations renting the school district facilities for any activity must provide satisfactory proof (Certificate) of current insurance to the Principal, Business Manager and Superintendent, in amounts equal to or exceeding the limits prescribed by the tort Claims Act at the time of rental. The amount of the Insurance Policy will be determined according to the facility to be utilized and the nature of the activity.
- 2) Each event/activity will be required to have ample Bonded Security Guard(s) employed by the party(ies)/organization(s) renting the facility.
- 3) **NO DRINKING OF ALCOHOLIC BEVERAGES, OR THE USE OS DRUG ABUSE SUBSTANCES IS ALLOWED IN THE SCHOOL FACILITIES OR ON CAMPUS.**
- 4) Party(ies) shall be responsible for losses and damages to the building or any buildings in the campus.
- 5) Business Manager may hold fees for custodian or cooks (as a third party) to be paid upon request for services rendered.
- 6) Any hours extended will be pro-rated per hour to be automatically deducted from the deposit.
- 7) **NO SMOKING OR TOBACCO USE WILL TAKE PLACE INSIDE OR OUTSIDE ANY OF THE SCHOOL BUILDINGS.**
- 8) Any other conditions and regulations outlined on the application form.

APPLICATION FORM

Application Forms shall be available at the Principal's Office of each school unit and at the Central Administration Office. All applications must be completed and signed by the applicant and initiated by the Principal indicating availability of facility being requested. Application must then be submitted to the Superintendent for approval or disapproval and final arrangements. Copies of approved or disapproved application will then be made available to the applicant or Principal.

Insurance for Liability may be purchased with an agency of their choice. Parties or organizations may want to contact the Business Manager and ask for the Tenant/User Liability Insurance Program.

SAVE HARMLESS AGREEMENT AND COVENANT NOT TO SUE

_____ in consideration of being permitted to use facilities of the Mesa
Name of Individual or Organization

Vista School District, P.O. Box 309, Ojo Caliente, New Mexico, in connection with _____
Type of Event

Between the dates of _____ and _____, do hereby covenant and agree that the Mesa Vista school District, their officers, employers, agents, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by or arising from any use of the premises of the Mesa Vista School District, or any part thereof, or by any building, structure or improvement thereon, or in any equipment to be used therein, or because of the undersigned or its agents, employees, nor shall the above enumerated entities be liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents, or other persons entering upon or using said premises or any part thereof, or to any property stores or placed thereon.

Notwithstanding anything to the contrary herein contained and irrespective of any insurance carried by the undersigned for the benefit of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the above enumerated entities and said premises harmless from any and all damages or liabilities or whatsoever nature arising out of or in connection with the Mesa Vista School District or in the use or occupancy of the premises or arising from any state or condition of said preises or any part thereof.

I HAVE READ AND UNDERSTAND BOTH THE FOREGOING AGREEMENT AND THE DISTRICT'S POLICY AND REGULATIONS GOVERNING THE SUE OF THE SCHOOL PROPERTY AND FACILITIES BY NON-SCHOOL GROUPS. I SPECIFICALLY UNDERSTAND THAT I/WE WILL BE SOLELY LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LEGAL HARMS ARISING FROM MY/OUR USE OF THE PROPERTY/FACILITIES AND AGREE THAT I/WE WILL BE RESPONSIBLE FOR RESTITUTION.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

Address: _____

Telephone Number: _____ Business Phone: _____

If permission is granted, I (we) hereby certify that the above information is true and correct and that I (we) hereby agree to strictly adhere to the rules and regulations of the Mesa Vista Board of Education governing the Use of the Public School Buildings as set forth on the conditions attached.

Applicant's Signature

Date Signed

Approved [] Disapproved []

Principal's Signature

Approved [] Disapproved []

Superintendent's Signature

REQUEST TO REFUND DEPOSIT

Name: _____

Amount of Refund: _____

**I CERTIFY THAT THE INDIVIDUAL ABOVE HAS LEFT THE PREMISES IN THE SAME
CONDITION AS IT WAS BEFORE.**

PLEASE REFUND HIS/HER DEPOSIT AT THIS TIME.

Principal's Signature

Superintendent's Signature

Business Manager's Signature

Use of School Facilities by Outside Parties

In June 2010, a letter was sent to Superintendants and CEOs of NMPSIA Member agencies by Sammy Quintana, Executive Director. Mr. Quintana informed Members of a statutory amendment (§NMAC, Title 6. Primary and Secondary Education. Chapter 50. Insurance. Part 17. Use of School Facilities by Private Persons) that affects the relationship between public schools in New Mexico and third party users of public school facilities. The change is effective July 1, 2010. A copy of the full language is posted on the NMPSIA website: <http://nmpsia.com> (under Risk Division, Important Documents, Use of Public Facilities by Private Parties).

Under the new law:

- 1. Public schools in New Mexico are not permitted to deny a facility use application because the party has no liability insurance.**
- 2. A school may not require a tenant user to purchase insurance as a condition of use.**
- 3. The public school is not required to extend its own liability insurance to the tenant user. If the tenant user elects to remain uninsured, it is at the user's own risk. The personal assets of the event sponsor may be in jeopardy if a loss occurs.**
- 4. NMPSIA Members (districts, charter schools, other educational entities, etc.) WILL BE insured by NMPSIA for claims which arise as a result of the tenant user's event and for which the Member is held liable.**
- 5. Since July 1, 2010, the NMPSIA Member's liability exposure is statutorily limited to a maximum of \$1,000,000 per occurrence for damages related to tenant user activities. The Act does not set a maximum limit for the sponsor's liability.**
- 6. Public schools may (and should) adopt Facility Use Policy that clarifies all other terms and conditions of facility use. A sample Site Use Agreement is also posted on the NMPSIA website and may be adapted for use by the Member or Member's counsel. Work with your attorney to ensure that your Site Use Policy is appropriately drafted to avoid discrimination complaints.**

To reduce liability, NMPSIA's recommended Site Use Agreement asks NMPSIA Members to obtain waiver agreements from the User's event participants. Waivers help to mitigate potential damages and control premium costs.

Members may continue to recommend (but not mandate) the purchase of TULIP coverage for the User's own protection. We strongly suggest that you inform Tenant User applicants of the continued availability of the TULIP program.

The sample Site Use Agreement offers specific recommendations for safety and other risk management components. The incorporation of safety and risk management processes will limit potential liability for all parties and safeguard future public access.

For questions relating to your obligations under the new law, please contact Sue Bedard, Jackee Munoz, or Janeane Walter at Poms & Associates: (800) 578-8802. For assistance with safety issues associated with Tenant Users, contact Julie Garcia or Ted Maestas at (800) 898-6236.