

## KRESA FACILITY/BUILDING USE POLICY

The KRESA Board of Education, in keeping with the philosophy of community education, encourages the use of school facilities for the purposes of the community. It recognizes that the primary purpose of facilities is to implement the regular instructional programs and that other usage shall not interfere with the daily routine or any building activity.

### INDEMNIFICATION AND HOLD HARMLESS CLAUSE

To the fullest extent permitted by law, the APPLICANT agrees to indemnify, defend, and hold harmless KRESA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services or use of the facilities and grounds and parking area under this Agreement provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom; regardless of whether or not it is caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of KRESA, its officers, agents, volunteers, or employees, or a party indemnified hereunder. KRESA reserves the right, but not the obligation, to participate in defense without relieving the applicant of any obligation hereunder.

1. No alterations to facilities shall be made without prior written approval.
2. Applicant using the facilities shall be responsible for payment of any and all damages to building and equipment caused by self/patrons and shall be responsible for any security/custodial charges accumulated as a direct result of this use.
3. SMOKING, ALCOHOLIC BEVERAGES, LIT CANDLES, AND GAMBLING ARE NOT PERMITTED ON THE PREMISES AT ANY TIME. NO ONE IS ALLOWED TO BE UNDER THE INFLUENCE OF MARIJUANA, EVEN IF IT IS FOR MEDICAL PURPOSES.
4. All properties are to be accounted for and left in good condition as received. Chairs, tables, podiums, etc., are to be put away in the correct manner and location.
5. Sub-leasing: no lessee should re-assign their agreement to any other entity or group.
6. The District Administration reserves the right to cancel any agreement if, after investigation, it is determined that such use is not in the best interest of KRESA.

### Requirements

- **Insurance.** An insurance certificate, showing proof of insurance for a minimum of one million dollars (\$1,000,000) combined single-limit bodily injury and property damage liability, must be submitted to and approved by KRESA before the facility may be used. The certificate must list KRESA as addition insured. The certificate covers all areas of KRESA property accessible to the renter and its patrons, including facilities, parking, walkways, and/or areas to which access cannot be limited.
- **Supervision and Security.** The Site Supervisor is required to be present at all times and will be responsible for the supervision of students or participants until all attendees have left the premises.
- **Nature of Programs.** The use of school facilities shall not be granted for Any purpose which is prohibited by law, private social functions, raising funds for political purposes, or commercial or profit-making organizations.

- **Restrictions on Use.** Approved users are restricted to the dates and hours approved and to the building area and facilities specified.
- **Fire and Safety Regulations.** Approved users are responsible for always complying with all local and state fire and safety regulations. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit, so they block exits, aisles, or stairways. Facility capacities, as determined by the fire marshal, shall be observed.
- **Cancellations of Events.** It may be necessary to cancel community use of KRESA facilities in the event of building closings due to weather, equipment failures, and unforeseen emergencies.
- **Maintenance/Custodial Staff.** A Maintenance/Custodial Staff member shall be on duty whenever a facility is being used. When a group or organization uses a facility the Maintenance/Custodial Staff will see that the facility is properly heated/cooled, that lights are turned on, and that doors are opened for the group's use of the facility.
- **Opening of Offices.** Maintenance/Custodial Staff have been instructed that offices will not be opened, and district telephones can only be used for emergencies.
- **Opening and Closing of Buildings.** Buildings will generally be opened one-half hour before the scheduled program time and closed one-half hour after the program's scheduled end.

## Class Definitions

### CLASS I

This category of users is exempt from facility rental and equipment fees, but subject to all personnel and other out-of-pocket costs incurred by KRESA. This class includes:

1. Organizations and businesses directly associated with KRESA; Organizations conducting activities for KRESA. Examples include staff and student groups, programs, etc.
2. Kalamazoo County Public Schools directly sponsored programs or activities.
3. Units, or elected officials, of Federal, State, or local government, or local civic groups when conducting community or official business within the KRESA district. This includes the parks and recreation departments of cities for which reciprocal agreements have been executed.
4. Groups or District departments conducting staff development, in-service or other job-related training classes primarily for Kalamazoo County Public School personnel, and at the request of a District administrator.

### CLASS II

This category of users is for non-school sponsored non-profit service organizations whose academic or recreational activities involve Kalamazoo County school-age children. This category of user is also subject to all personnel and other out-of-pocket costs incurred by KRESA. Equipment rental fees apply to this category of user. Included in this class are:

1. Youth organizations (i.e.: Boys/Girls Clubs, YMCA, Scouts, Little League, etc.) Rotary, Lions, etc.
2. Churches and religious groups.
3. Homeowners Associations
4. National or State educational organizations using KRESA facilities for instruction purposes.

Note: Requirement for Class II: An IRS letter of determination indicating 501(c)3 or 501(c)4 organizations.

### CLASS III

This category of users includes all commercial, profit-making individuals and organizations not qualifying for Class I or Class II. Note: Any activity of a profit-making organization for the purpose of donating profits or proceeds to KRESA or a public charity does not change the rental fee rate from the Class III schedule.

### Fee Schedule

FEE SCHEDULE (Rate subject to change yearly upon Governing Board approval)

A fee of \$30.00 per hour may be required for special setup, large groups, and/or special equipment. THE MINIMUM CHARGE IS 2 HOURS. All workers scheduled for the activity will be paid through the KRESA payroll. The lessee must not pay any employee directly for services rendered.

### Rental Hours- Monday – Friday, 7:00 am to 9:00 pm

COST PER HOUR (per room)

Class I \$0

Class II \$25.00, Wile Auditorium \$50.00

Class III \$50.00, Wile Auditorium \$100.00

**All activities must end by their scheduled time. Otherwise, if the activities impact the building's regular cleaning schedule, an hourly fee of \$100 will be billed to the user group (with a 1-hour minimum).**

**Cleanup is the responsibility of the organization. A fee of \$50-100 will be charged in the event excessive clean-up becomes KRESA's responsibility.**

**Collection of Fees.** Individuals requesting the use of KRESA facilities will be responsible for payment for all costs incurred, including the cost per hour charged for using the facility. KRESA will invoice for payment of facility use fees, plus any additional costs, after the event occurs. Payment is due upon receipt of the invoice.

**Cancellations by User Groups.** Groups may cancel by giving 48-hour notice to the Building Use coordinator, all other cancellations will require reimbursement for staffing required for events outside of normal business hours.

**Concluding Statement.** The district herein has attempted to provide for maximum usage of school facilities within a framework that will guarantee to the community that school facility use is in no way a detriment to the regular educational program of the students and or services. Fees are designed so that no undue burden is placed upon the public due to individual group use of school facilities.

During events, please get in touch with the building custodian or maintenance staff, who can be contacted through the front desk. For all calls after 4:30 pm, please contact the district maintenance and facilities manager, Scott Taylor at 269-993-7993

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