

**MT. VERNON-ENOLA SCHOOL DISTRICT**

**MT. VERNON ENOLA FACILITY  
USE GUIDELINES**

**38 Garland Springs Rd.  
Mt. Vernon, AR 72111  
501-849-2220**

## **MVESD Facility Usage Overview**

The buildings and facilities of the Mt. Vernon-Enola School District serves the fundamental purpose of ensuring that the youth of the community receive the benefits of a sound education. As a compliment to this fundamental purpose, the District's buildings and facilities also serve the community at large. Therefore, it is the policy of the District to make facilities available to the community when not in use for other school activities. Usage of facilities will be restricted to individuals or groups whose activities benefit the residents of the district. The district reserves the right to refuse the use of buildings and facilities to any group whose usage might be detrimental to the facilities or create a disturbance. All activities conducted in district facilities shall be open to all persons without regard to race, color, religion, national origin, or sex and shall be conducted in accordance with all local, state, and federal ordinances, laws and regulations. Users must specifically comply with all the federal and state equal opportunity laws and regulations prohibiting discrimination on the basis of gender, ethnicity, disability, religious or political affiliation. Approval of the use of District Facilities by an organization for non-school purposes will not constitute endorsement by the District of that organization or its beliefs and purposes. The user shall be responsible for the conduct and control of participants and shall ensure that all applicable fire and safety regulations are followed. The maximum number of participants permitted in any facility shall be restricted to its seating capacity as indicated by fire regulations. Use or possession of tobacco, alcohol or illegal drugs anywhere on school property is strictly prohibited. Use or possession of firearms or other weapons, as well as gambling, are also prohibited. Failure to comply will result in an immediate request to leave district facilities and will void any future rentals.

***All items in this document are in accordance with the Mount Vernon-Enola School District's Policies 7.9 and 7.10. Both policies can be found on our district website [www.mvewarhawks.org](http://www.mvewarhawks.org).***

## **Terms and Conditions**

### **Indemnity**

Each user of Facilities shall defend, indemnify and hold harmless, the Board of Education of the District and the District's employees, agents, successors and assigns from and against any and all claims, demands, suits, causes of action, damages, losses, fines, assessments, costs, and expenses, including but not limited to reasonable attorneys fees, settlement amounts, damages awards, and product warranties and recall expenses, whether for commercial loss, property damage, bodily injury, a violation of any law, regulation, code, or standard, including industry standards, or any other form of damage, arising directly or indirectly from or out of any action or omission of the user of Facilities. **The user further agrees to make full restitution for any and all damages incurred during the use of Facilities.**

### **Supervision**

Proper security and supervision of participants must be maintained at all times. One person shall be designated as being in charge of and responsible for the event. This person will be directly responsible to the building principal or administrator, and will also be accountable to fulfill the terms of the Facility Use Agreement (the "Agreement") for each event.

### **Return Condition**

All Facilities will be returned to a suitable condition. Users will ensure that all Facilities are reasonably clean and free from litter at the end of the period of usage. It will be the responsibility of the applicant to see that the persons have vacated the school buildings and grounds promptly at the end of each event and that the building is securely closed.

### **Transfer**

The agreement is not transferable to any other person or group (subleasing is not permitted), sharing your key/card with someone not on the list to use the facilities will result in privileges to the Facilities being immediately revoked.

### **Agreement of Time**

The hours listed will include both entry and exit time for the facility, rehearsal, set-up or practice time needed prior to the scheduled event. Groups must adhere to the hours stated in the Rental Agreement

### **Specified Area Use**

Users must confine their activities to those facilities for which a request was approved. The only allowable facilities to be used other than those specified in the Agreement are the restrooms and drinking fountains in the nearest proximity. It is the responsibility of the designee in charge to make sure that no one enters the facility other than through the main entrance.

**Authority**

The administration will be the approving authority for use of District facilities. After necessary approval has been granted by the administration, the user will submit all signed documents to the Central Office where final approval may be granted by the superintendent. Final confirmation of approved facility rental will be sent to the applicant.

**Fees**

Users will be assessed appropriate fees to use District facilities, as determined by their priority grouping. These fees may include, but are not limited to facility fees, utility fees, off duty staff fees, custodial fees, operation of equipment, continuous long-term rentals, and other additional equipment or maintenance fees. Applicable fees must be submitted to the Central Office within five (5) working days of receiving invoice.

**Equipment & Technology**

Building rental does not include the use of technology or audio-visual equipment. This equipment is not to be used unless prior approval has been granted. Requests for additional equipment must be made at time of application.

**Long-term Usage Arrangements**

Long-term or repeated use of District facilities must be arranged and coordinated with the administration.

**Exceptions**

Any exceptions to these procedures may be made only through a review committee consisting of the Superintendent, both building principals and Athletic Director in involving athletic facilities. The district reserves the right to refuse or to cancel any rental agreement for the use of District Facilities when it is deemed that such action is in the best interests of the district.

**The Representative**

Presence of a school staff member may be required when a District Facility is in use.

**Agreement**

Applications for use of a district facility shall be made by submitting the rental agreement at least fourteen (14) days in advance of an event. Prior to the use of a district facility, a rental agreement must be completed and approved by the administration. The rental agreement shall be made on either a single-event or a month-to-month basis with termination by either party upon seven (7) days notice.

**Cancellations or Changes**

Any rental agreement may be canceled by the district in favor of school activities. Reasonable efforts will be made to offer alternative spaces and to give timely notification in the event of unavoidable circumstances requiring changes. Any changes to the agreed-upon time and school location must be negotiated a minimum of two (2) days prior to the scheduled event. Both parties must approve of the changes on the rental agreement. If the need arises to cancel

the scheduled event, the user shall notify the school as soon as possible. Refunds will only be made when cancellations are requested by the user at least 48 hours in advance. If the district finds it necessary to cancel the scheduled event due to weather conditions or emergencies, all fees shall be returned in full to the user.

## **Group Priority Categories**

District facilities will be made available for community use as long as there is no conflict with official school schedules according to the following priority.

Group I: **School-Related Groups**- Organized for the expressed purpose of supporting authorized district programs and sponsored activities

Group II: **Community Social Groups** (Ex. Churches, Community Clubs, etc.)

Group III: **For-Profit Organizations**

## **District Facilities Rental Fees (Per Event, Per Day)**

| Facility                  | Group I: School Groups | Group II: Community Social Groups | Group III: For-Profit Organizations |
|---------------------------|------------------------|-----------------------------------|-------------------------------------|
| High School               | No Charge              | \$100 Per Event                   | \$500 Per Event                     |
| Elementary School         | No Charge              | \$100 Per Event                   | \$500 Per Event                     |
| Gymnasium                 | No Charge              | \$100 Per Event                   | \$500 Per Event                     |
| Baseball/Softball Complex | No Charge              | \$100 Per Event                   | \$500 Per Event                     |
| Elementary Gym            | No Charge              | \$100 Per Event                   | \$500 Per Event                     |

## **Dressing Room facilities are not part of the rental agreement.**

Audio and video equipment are not included in the rental fee but can be arranged for additional fees. Only approved representatives of the Mt. Vernon-Enola School District are permitted to operate these devices. Presence of an approved representative of the MVESD may be required at an additional fee to the renter.

**Mt. Vernon-Enola School District Facility Use**

Facility Requested: \_\_\_\_\_

Sponsoring or Requesting Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Usage Date(s)/Times: From: \_\_\_\_\_ To: \_\_\_\_\_

Person Submitting Request: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ADMINISTRATOR USE ONLY**

Administrator Approving Usage: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_