

COMMUNITY USE OF SACO SCHOOL FACILITIES

Saco School Department facilities are a resource for the people of Saco and are supported largely by local taxes. The School Board, therefore, intends to make school facilities available to responsible local community groups and individuals. Any day-time event (when school is in session) must be sponsored by a school department administrator and pre-approved by the Superintendent. The School Board, through the Superintendent as its designee, retains the right at all times to make individual decisions regarding the use of school facilities. At the Board's discretion, school facilities will generally be made available in keeping with the following procedures.

PRIORITY USE OF FACILITIES

1. The use of school facilities for school educational activities, sanctioned extra-curricular activities and activities of any organization which exists solely for the purpose of supporting school programs shall, in that order, at all times, take precedence over any community use of the facilities.
2. If not in use for the above purposes, facilities may be available to responsible organizations or individuals for appropriate civic, cultural, educational, recreational, religious or political activities which in the opinion of the School Board do not interfere with the conduct of the school programs or the best interests of the school system.
3. To maximize use of the Saco School Department facilities, no non-school group or individual will be given exclusive use of any portion of the facility for a period to exceed three weeks or on a regular continuing basis. The Superintendent or his/her designee may approve exceptions on a case-by-case basis.
4. School athletic programs and activities shall have priority scheduling of athletic facilities. Likewise, school arts programs and activities shall have priority scheduling of performance spaces. The Superintendent or his/her designee may approve exceptions on a case-by-case basis.
5. Use of school facilities may be denied to any person or group who has not demonstrated appropriate conduct and care.

Priority 1: School-sponsored functions - All school-related clubs, activities, and athletics (Drama Club, Music and Band Programs, PTO, Boosters, etc)

Priority 2: City-sponsored activities- City of Saco, Parks and Recreation, Police and Fire Department, Scouting groups, Little League.

Priority 3: Charitable Organizations - Cancer Society, Heart Associations, Red Cross, etc.

Priority 4: General public events

Priority 5: Other groups- Youth Travel Sports, Dance Companies, etc.

APPLICATION FOR USE OF FACILITIES

1. Groups or individuals shall be scheduled with consideration given to the school department's annual use. The Athletic Director will determine the availability of any requested athletic facilities. School Principals and Directors will determine the availability of all other school facilities.
2. The applicant must complete the online facilities request form which can be obtained through the district website – www.SacoSchools.org under 'Facilities'. The Athletic Director or building Principal/Director will approve applications first then the Superintendent will be the final approval.
3. Advance facility reservations may be made according to the following schedule:
 - a. Athletic facilities and all other school facilities (classrooms, cafeteria, etc.) may be booked up to 9 months for school-sponsored events. Other events may be booked up to 3 months in advance.
 - b. Any applicant for facility use shall agree in writing to accept the assignment of alternate space if unanticipated needs for the space should arise.
4. The Superintendent has the right to revoke any permission for the use of school facilities, at any time and without prior notice or liability, should the Superintendent determine that such action is necessary or desirable.

PROHIBITED ACTIVITIES

1. No school facility shall be made available for any purpose that may, in the opinion of the School Department, present a risk of damage to any school building, grounds, or equipment.
2. No school facility shall be made available to any group that advocates unconstitutional or illegal acts. No school facility shall be made available for any activities that are, in the opinion of the School Department, contrary to the best interest of the school system or to the educational welfare of the students.
3. Weapons, alcohol possession or consumption, tobacco products (including vaping, 'JuuL'ing and dabs), illegal drugs, and drug paraphernalia, are prohibited within any building or on school

grounds. Violators will be removed from the premises immediately and may be subject to additional school or legal consequences.

4. Animals will not be allowed in school facilities, except for service animals, and only with proper documentation and vest.
5. The use of open flame, including candles, or special effects involving fire or smoke, will be prohibited in any school facility being rented. The Superintendent and the Saco Fire Marshal may grant exceptions.

CONDITIONS OF USE

1. It is the responsibility of the persons or organizations using school facilities to leave them in the same condition in which they were received. If this is not done to the satisfaction of the appropriate School Department personnel, a charge may be levied for any required cleanup costs above and beyond any fees that would otherwise be applicable.
2. All individuals or groups using school facilities are responsible for the preservation of order during all activities and are required to comply with all applicable statutes, ordinances and regulations, in addition to any policies or conditions imposed by the School Department. If security is deemed to be necessary by the School Department, payment for police, fire, and supervision services shall be the responsibility of the individual or group in question. Evidence of meeting all legal obligations and School Department expectations shall be provided to the Superintendent's Office 14 calendar days in advance of use.
3. Saco students are expected to adhere to the Saco School Department Code of Conduct for all events in any Saco School Department facility.
4. Any group or individual using school facilities shall be responsible for any loss or damage to facilities or equipment.
5. Proof of liability insurance shall be required as a condition of approval.

In the rental of school facilities:

1. Any non-school or non-Saco government group must have an insurance bond for liability (\$1,000,000 per incident / \$2,000,000 in aggregate) and property damage (\$300,000 per incident / \$500,000 in aggregate). Any facilities used by the applicant will be examined carefully after use to be cross-referenced against a condition and inventory checklist of known issues for those

facilities. The applicant agrees to make restitution promptly for any loss or damage occurring during the applicant's use of the facilities.

2. The School Board and School Department shall be named as additional insured in all such policies and all insurance provided by the applicant shall be primary to any occurrences, which the School Department may have.
3. The applicant will furnish certificates of insurance indicating that it has provided the coverage required herein no later than 14 calendar days prior to the event or risk forfeiture of the reservation.
4. All insurance required by this agreement shall be placed with insurers licensed to do business in the State of Maine and acceptable to the School Department.
5. If minors are to be involved in the use of a facility they are to be directly and adequately supervised at a minimum ratio of 15 minors to 1 trained adult.
6. The School Department requires custodial staff to be present and reserves the right through its designee to determine the appropriate level of staffing for each event. The cost of the employee(s) must be borne by the applicant, according to the fee schedule.
7. Use of any School Nutrition kitchen facility requires the presence of a food services employee for health, security, and sanitation reasons. The cost of the food services employee will be borne by the applicant, according to the current rate.

INDEMNIFICATION

To the fullest extent permitted by law, the applicant shall indemnify and hold harmless the City of Saco, the Saco School Department, and the Saco School Board, its officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees arising out of or resulting from the performance of the signed agreement, provided that any such claims, damage, loss or expense:

- A. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof, and
- B. is caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by it, or anyone for whose act it may be liable, except to the extent that it is caused by the School Department, its officers or employees.

ALTERATIONS

The sponsor of an event shall not make any interior or exterior alterations, including, but not limited to, the attachment of any item to any part of a facility; and specifically without the prior written approval of the appropriate building administrator.

Changes to the electrical and/or sound systems, the installation of decorations or scenery, and the moving of pianos, equipment, or other furniture is prohibited unless special permission is obtained from the appropriate building administrator.

TERMINATION BY OWNER

The School Department may terminate this agreement without prior notice to the applicant either upon its failure to comply with any of the terms and conditions of the agreement or upon determination that the applicant has made any misrepresentation to the School Department in connection with its use or occupancy of the facilities.

TERMINATION BY APPLICANT

The applicant may terminate the agreement by written notice at any time prior to thirty (30) days before the date scheduled for use. In the event of termination without such written notice at least thirty (30) days before the date specified, the applicant may forfeit the amount specified in the fee schedule as liquidated damages to the School Department and compensation for its anticipated losses in failing to rent the school facility and unavoidable costs. Notwithstanding the foregoing, the School Department shall not be required to account or otherwise offset any revenues it may receive in renting the school facility in the event of such termination.

FEES (AND WRITTEN AGREEMENT) FOR USE OF SCHOOL FACILITIES

A fee schedule based upon actual costs as determined by the business administrator and facility managers will be developed by the Superintendent or his/her designee and reviewed annually. All users, whether non-profit or profit, will be expected to pay appropriate fees for the use of any facilities. Waivers of fees may be granted, at the discretion of the Superintendent or designee, in exceptional situations.

All fees are based on a three (3) hour (minimum) unless noted ; after each three (3) hour period another fee will be charged on a pro-rated hourly basis.

Room	Priority 1	Priority 2	Priority 3	Priority 4	Priority 5
Gym	No charge	No charge	\$25	\$150	\$200
Cafeteria	No charge	No charge	\$25	\$150	\$200
Kitchen	No charge	No charge	\$100	\$125	\$175

Classroom	No charge	No charge	\$25 per day	\$50 per day	\$75 per day
Administrative Fee	No charge	No charge	\$15 per form	\$15 per form	\$15 per form
Custodial Fee	No charge	No charge	\$45/hour	\$45/hour	\$45/hour
Kitchen Personnel	No charge	No charge	\$25/hour	\$25/hour	\$25/hour

EQUIPMENT AND SUPPLIES

The use of school facilities does not imply use of school equipment and supplies unless the applicant has received permission for such use and tendered payment therefore according to the schedule of fees.

PAYMENT OF FEES AND CHARGES

All fees shall be paid by the sponsor (renter) no later than fourteen 14 calendar days prior to the event or risk forfeiture of the reservation.

CAPACITY

The number of persons admitted to the school grounds/facilities shall not exceed the lawful posted capacity of any athletic facilities or rooms for which use has been granted to the applicant.

RENTAL TIMES

School buildings will not be available for use by outside groups until after 6:00 p.m. on school nights and will run no later than 9:00 p.m. Exceptions may be considered and granted by the appropriate school department administrator. No student activity on a night preceding a school day when school is in session shall be held later than 9:00 p.m. School buildings may not be available at certain times due to maintenance, unless the Superintendent or appropriate school administrator grants special permission.

SECURITY

If security is deemed to be necessary by the School Department, payment for police, fire, and supervision services shall be the responsibility of the individual or group using the facility.

INCLEMENT WEATHER

Generally, if the school department has canceled all after-school activities due to inclement weather, any events scheduled by outside groups or individuals at the school will also be canceled. It is the lessee's responsibility to check with the school to see if the school has been closed. If school has been canceled for the day due to inclement weather no school facilities will be available for use that day. In special

circumstances, the Superintendent or designee reserves the right to provide exceptions to this inclement weather policy.

CANCELLATION OF AN EVENT

The Saco Schools Superintendent or his/her designee has sole authority to determine whether the facilities should be closed for reasons of public safety and for unforeseen circumstances. Notification will be made as soon as possible. Contracts in force for periods during which the school is closed for reasons of public safety are canceled automatically without penalty to either party. However, every effort will be made to reschedule any canceled event to a mutually acceptable date. Cancellation by the lessee (renter) for a reserved date should be completed by noon on the day before the scheduled use. The lessee should contact the appropriate school administrator for other school facilities.

DEPOSIT

A rental deposit may be required for non-profit and for-profit organizations. The deposit will be 20% of the applicable fees.

PROPERTY OF THE SCHOOL DEPARTMENT

All belongings in desk drawers, cabinets, teacher/classroom supplies, sports equipment are not for public use. All rooms must be returned to their original state at the completion of their use.

CUSTODIAL SERVICES

Custodial services are required for all events in which the building will be utilized. The basic service will be to unlock doors, provide necessary equipment, and clean and secure the facility following use. All equipment to be moved must be done so under the supervision of the custodian.

FIREARMS

Pursuant to Federal Law, no firearms may be brought onto school property at any time.

EXTERIOR SIGNAGE

All requests for use of school department signs must be submitted in writing with the text of the proposed message at least two weeks prior to the event for review and approval. Any advertising display or non-school department signage to be placed outside a school venue must also be approved prior to placement on any school facilities, grass area, sidewalks or driveways.

The Saco School Board reserves the right to adjust this agreement on a case-by-case basis as deemed necessary.

Adopted: 1/8/14

Revised: 2/28/18
11/7/18
6/14/23

Reviewed: 7/9/25