



**McDowell County Public Schools**  
334 South Main Street  
Marion, NC 28752  
828-652-4535 (Office)  
828-659-2238 (Fax)

## **Community Use of Facilities Request Procedures**

**Fill out the application completely, print legibly, and sign where needed.**

**Submit your completed application and proof of liability insurance (COL-Certificate of Liability) to the principal by mail, fax, or email.**

MCS email format: `firstname.lastname@mcdowell.k12.nc.us`

### **Please Note:**

- \* School events take priority over Community Use of Facilities. Your contract or a date on your contract may be cancelled due to school activities. You may reschedule based on availability.
- \* Once your contract has been processed and completed, you will receive an email with the contract attached. The amount due is included in the contract.
- \* Depending on the time of year and the size of your event, a minimum of 3-4 weeks processing time may be required.
- \* Until the contract process has been completed, the location, date and time are not reserved. We recommend not advertising your event until the contract has been finalized.
- \* **Certificate of Liability:** All user groups must furnish a Certificate of Insurance for general liability coverage with a minimum coverage of \$1,000,000.00 for each claim made. Pursuant to G.S. 115C-524 and Board policy, this contract constitutes a waiver of liability meaning that no liability will attach to the Board of Education or its employees and agents, individually or collectively, for personal injury or personal property damage by reason of use of the property by the user group, its participants and invitees. The user group and the undersigned hereby agree to indemnify and undertake to save and hold harmless the McDowell County Board of Education from any and all claims for damages to person or property that may arise out of the use of the facility and/or special equipment, without regard to whether the damage, personal or otherwise, is brought about or caused by the undersigned, the McDowell County Board of Education, or any other person, organization, firm or corporation. The undersigned shall assume responsibility for all damage to school buildings, equipment and facilities caused by the use or directly attributed to the use of the school facility or equipment. The undersigned must also agree to be responsible for all claims for damage to persons or property that may arise out of the use of the facility or equipment, exclusive of ordinary wear and tear.



# McDowell County Schools

## Community Use of Facilities Application for School Facilities, Grounds, and Equipment (Application must be received by the school principal at least 20 working days prior to the requested date of use)

School Requested: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Name of User/Organization: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ (required)

Is this a school sponsored event? (Sponsoring school: \_\_\_\_\_)  Yes  No

Is this a school related event? (Sponsoring agency: \_\_\_\_\_)  Yes  No

Is this a political party event? (Sponsoring agency: \_\_\_\_\_)  Yes  No

Is this a local government event? (Sponsoring agency: \_\_\_\_\_)  Yes  No

Is this a Youth Organization event? (Sponsoring agency: \_\_\_\_\_)  Yes  No

Is this a non-profit sponsored event? (Tax I.D. Number: \_\_\_\_\_)  Yes  No

Is this a for-profit group event or an individual's event (for the purpose of educational, civic, or charitable purposes)?  Yes  No

Do you plan to sublease the facility? (vendors/craft fairs/carnivals/consignment/yard sales).....  Yes  No

If subleasing, are all subleases to be covered by applicant's liability insurance?.....  Yes  No

Is there a fee, tuition, or donation collected? .....  Yes  No

None Tuition, Membership, Registration Fee: \$\_\_\_\_\_/person Admission/Ticket Price: \$\_\_\_\_\_  
 Donations only  Other \_\_\_\_\_

Number of Persons Expected (include audiences) per day: Adults \_\_\_\_\_ Children \_\_\_\_\_ Number of Teams \_\_\_\_\_

Building/Grounds/Equipment Requested: \_\_\_\_\_

	Date of Event	Time In	Time Out
Monday	_____	_____	_____
Tuesday	_____	_____	_____
Wednesday	_____	_____	_____
Thursday	_____	_____	_____
Friday	_____	_____	_____
Saturday	_____	_____	_____
Sunday	_____	_____	_____

Additional Information Regarding Scheduling Request:

For Seasonal Sports Practices/Games: Weekly (Beginning date: \_\_\_\_\_ Ending date: \_\_\_\_\_)

How many days per week? \_\_\_\_\_ (Must be coordinated with Athletic Director or School Principal)

Will kitchen be used?  Yes  No Will kitchen equipment be used?  Yes  No  
 (A minimum of 2 School Nutrition workers required for use of Kitchen. \$20/hour fee for school nutrition staff.)  
**REQUIRES PRIOR APPROVAL FROM SCHOOL NUTRITION DEPARTMENT**

By signing below, I agree that I have read, understand and will abide by McDowell County Board of Education Policy 5030, Community Use of Facilities and accompanying rules and regulations. I also agree that the above information is correct and that all required paperwork is submitted with the Facility Use Application. It is my understanding that the principal has the right to cancel an event and that any direct school function will take priority of use of the facility.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Day Phone \_\_\_\_\_ Evening Phone: \_\_\_\_\_



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## **Regulations Governing Non-School Use of Facilities**

The McDowell County Schools strongly endorse the concept and operation of the Community Schools Program. Rules and procedures are established to insure equitable access to facilities by all groups while protecting facilities and controlling taxpayer costs.

When a non-sponsored school group is granted permission to use school facilities, the following shall be observed:

1. It is understood that this permission is subject to cancellation if the facilities are needed for school activities.
2. It is understood that if school is cancelled for any reason, all Community Schools activities are also cancelled for that day.
3. The undersigned is to inspect rented area before and after usage to determine condition of facility.
4. The undersigned is to clean area when finished.
5. Use of facility is confined to the area specified in this permit, including the nearest drinking fountain and lavatory facility.
6. No smoking shall be permitted inside the gymnasium, auditoriums, and buildings or on school grounds in keeping with state fire regulations. Enforcement of these regulations is the responsibility of the individual or organization using the school facilities.
7. User will supply all equipment, supplies, etc. needed during use of the school facilities.
8. Police and fire protection may be required if deemed necessary. Cost of the protection will be assumed by user.
9. Curfew time for use of the facilities will be established by the local school principal.
10. The principal or his designee has the authority to maintain discipline.
11. The consumption or possession of intoxicants or illegal drugs is prohibited on school property.
12. Concession privileges are at the discretion of the school principal.
13. Food and drinks are prohibited in the school auditoriums and gymnasiums.
14. Cotton batting, straw, flammable tissue, dry leaves or other highly flammable materials may not be used for decorative purposes.
15. No vehicles are to be driven or parked on athletic fields. All parking will be in designated areas only.
16. Before leaving a school facility, the area shall be clean and all furniture and equipment shall be left in readiness for regular day classes, unless previous arrangements are made.
17. Users must comply with the requirements of the American With Disabilities Act (ADA) (particularly subchapter III pertaining to Public Accommodations and Services Operated by Private Entities) and the federal regulations that have been adopted for the implementation of the ADA.
18. Any violation by a user of the provisions of this policy or any applicable regulations will be grounds for the suspension of the user's privilege to use school facilities for such period of time as deemed appropriate by the principal, subject to the review of the superintendent and the board of education.

By signing below, I agree that I have read, understand and will abide by McDowell County Public School Policy 5030, Community Use of Facilities.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**To Be Completed By Principal**

Personnel Required (check all that apply)

\_\_\_\_ Custodian: \_\_\_\_ total hours      \_\_\_\_ Cafeteria Employees: \_\_\_\_ total hours per employee  
\_\_\_\_ Staff Technician: \_\_\_\_ total hours      \_\_\_\_ total number of cafeteria workers  
\_\_\_\_ MCS staff member works for user group and will open/close facility  
\_\_\_\_ None, staff already on duty

Comments and Special Instructions: \_\_\_\_\_  
\_\_\_\_ The principal agrees that the dates and facilities requested are available and that personnel is available to work, if required.  
\_\_\_\_ The principal is unable to recommend this application because \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To Be Completed by Executive Director of Administration:**

- Group 1 In accordance with G.S. 163A-1046, as a polling place on election day.
- Group 2 School Related Groups (organizations formed to support the school in some manner, such as the PTA, PTO, booster clubs, teachers' and principals' organizations, and school alumni groups).
- Group 3 Political parties, in accordance with G.S. 115C-527, may use school facilities for the express purpose of annual or biennial precinct meetings and county and district conventions, provided that the use of the facilities shall not be permitted at times when school is in session or which would interfere with normal school activities or functions normally carried on in such facilities.
- Group 4 Local Government and Youth Organizations include, but are not limited to, scouts, 4-H, and officially organized youth athletics.
- Group 5 All other non-profit groups (all non-profit groups not included in the other categories as well as political parties when meeting for purposes other than precinct meetings or county or district conventions); and
- Group 6 For-Profit Groups and Individuals who are using facilities for educational, civic or charitable purposes.

Applicant's User Category: Group \_\_\_\_\_ Applicant's Actual Fees and Charges Due: \$ \_\_\_\_\_  
To be paid in full no later than: \_\_\_\_\_

Make checks payable to McDowell County Schools (including custodian and cafeteria workers' fees).  
Priority 4 and 5 user groups will pay half of the Priority 6 rate. Priority 1, 2, and 3 user groups will only pay staff fees.

Comments and Special Instructions: \_\_\_\_\_  
\_\_\_\_ The Executive Director of Administration agrees that the user group may use the facility  
\_\_\_\_ The Executive Director of Administration is unable to recommend this application because \_\_\_\_\_

Executive Director of Administration's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In making this request and agreeing to the terms of this contract, the undersigned agrees to accept the following conditions and requirements for such intended use:

1. Notify the Principal and Community Schools Coordinator at least 24 hours in advance of reservation if cancellation is necessary.
2. All contracts for using school facilities must be approved, signed and paid seven (7) days prior to the date of requested use of the facilities.
3. The undersigned, individually, agrees to be responsible for all rental or custodial services.
4. All user groups must furnish a Certificate of Insurance for general liability coverage with a minimum coverage of \$1,000,000.00 for each claim made. Pursuant to G.S. 115C-524 and Board policy, this contract constitutes a waiver of liability meaning that no liability will attach to the Board of Education or its employees and agents, individually or collectively, for personal injury or personal property damage by reason of use of the property by the user group, its participants and invitees.
5. The user group and the undersigned hereby agree to indemnify and undertake to save and hold harmless the McDowell County Board of Education from any and all claims for damages to person or property that may arise out of the use of the facility and/or special equipment, without regard to whether the damage, personal or otherwise, is brought about or caused by the undersigned, the McDowell County Board of Education, or any other person, organization, firm or corporation.
6. The undersigned shall assume responsibility for all damage to school buildings, equipment and facilities caused by the use or directly attributed to the use of the school facility or equipment. The undersigned must also agree to be responsible for all claims for damage to persons or property that may arise out of the use of the facility or equipment, exclusive of ordinary wear and tear.
7. The undersigned representing the group or organization shall assume responsibility for seeing that the group or organization follows the policies, rules and regulations of the school board relating to the use of school facilities, and shall be in attendance at all times to accept responsibility for: the care of the school facility and equipment, the conduct of the group using the facility, confinement of the group's activities to the areas assigned and vacation of the premises at the assigned time.
8. The undersigned has read, understood and agrees to abide by the regulations and fee schedule of this application.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MCDOWELL COUNTY SCHOOLS "PRIORITY 6" FEE STRUCTURE  
(Form to be completed by Executive Director of Administration)**

INSIDE FACILITIES USAGE FEES			Use of Facility Fees Due
Facility	Fee	Hours	
Auditorium: Located at an Elementary School	\$20 per hour		
Auditorium: Located at a Middle or High School	\$40 per hour		
Cafeteria/Commons: Located at an Elementary School	\$20 per hour		
Cafeteria/Commons: Located at a Middle or High School	\$20 per hour		
Classroom	\$20 per hour		
Gymnasium: Located at an Elementary School	\$20 per hour		
Gymnasium: Located at a Middle or High School	\$30 per hour/\$150 per day		
Kitchen	\$30 per hour		
Media Center	\$30 per hour		
Multipurpose Room	\$30 per hour		
Whole Facility	TBD		
OUTSIDE FACILITIES USAGE FEES			
Elementary School Facilities	Fee	Hours	
Baseball/Softball Field	\$20 per hour		
Multipurpose Field	\$20 per hour		
Parking Lots	\$20 per hour		
Track	\$20 per hour		
Middle and High School Facilities	Fee	Hours	
Baseball/Softball Field	\$20 per hour		
Baseball/Softball Field with Lights	\$40 per hour		
Football Field: WMMS	\$30 per hour		
Football Stadium: EMMS	\$40 per hour		
Football Field & Stadium: MHS	\$50 per hour/\$250 per day		
Football Stadium with Lights: MHS	\$100 per hour		
Parking Lots	\$20 per hour		
Soccer Field	\$20 per hour		
Tennis Courts	\$20 per hour		
Track (without football field)	\$20 per hour		
Equipment and Furniture			
Equipment Item	Fee	Hours	
Grand Piano (tuning not included)	\$75		
Studio Upright Piano (tuning not included)	\$65		
Follow Spotlights (plus Tech Assistant)	\$25		
Choral Risers	\$50		
Music Stands	\$.50 each		
Podium	\$10.00		
Folding Tables	\$5 each		
Folding Chairs	\$.25 each		
Microphones (wired or wireless)	\$10 each		
Staff Fees			
	Fee	Hours	
Custodian			
Cafeteria Worker			
Other			
<b>Actual Fees and Charges Due McDowell County Schools</b>			
<b>To Be Paid in Full No Later Than:</b>			

**Make checks payable to McDowell County Schools, 334 South Main Street, Marion, NC 28752**

Staff Fees (Custodian, Cafeteria, Technician, etc., as needed) for all user groups are \$20/hour/person.

Staff requirements will be determined by the principal.

Priority 4 & 5 user groups will pay half of the Priority 6 rate. Priority 1, 2, and 3 user groups will only pay staff fees.