

## **830.2 FACILITY USE POLICY FOR THE RAPIDS AREA SPORTS COMPLEX (RASC)**

The Board of Education recognizes that school facilities belong to the residents of the Wisconsin Rapids School District. Therefore, the Board encourages the use of school facilities by local (school district) non-profit and patriotic organizations for intellectual, social, athletic, and civic purposes within legal limitations.

Requests for use of facilities may originate with groups including, but not limited to, non-profit or civic organizations, school district residents, or businesses located within the school district. Political, partisan or religious meetings and activities may be permitted only upon specific approval of the Board of Education or designee.

### **A. Procedures and Timelines for Users**

1. If the request is at least 90 days prior to the date required, the Wisconsin Rapids Public School (WRPS) District will hold a date for 30 days from the date of initial inquiry, after which the date will be released unless a completed application has been received by WRPS. Requests for dates with shorter advance notice will be required to provide completed applications. Events which are scheduled less than two weeks in advance may be charged \$46.00 per hour at the discretion of the LHS Athletic Facilities Coordinator in order to cover costs to hire a contact person for the event.
2. No advertising may be placed until an application for a use agreement, certificate of insurance, and deposit have been received and accepted by the District.
3. The LHS Athletic Facilities Coordinator will review applications.
  - a. The Superintendent or designee reserves the right to deny or cancel use of RASC facilities, even though the proposed use is in accordance with Board policies, if granting or continuing such permission would result in community dissatisfaction and criticism or would result in disruption or interference with the instructional program of the schools.
  - b. If approved, the user organization will receive a short-term use agreement with the estimated rental charges, and a bill for a deposit.
  - c. If the application is denied, the deposit will be returned and a written explanation will be provided to the applicant.
  - d. Appeal of a denied application may be made in writing to the Superintendent within 30 days of the receipt of the denial.
4. The user organization must submit a deposit and a Certificate of Insurance with WRPS named as additionally insured, in a form with coverage limits consistent with Section F of this Facility Use Policy and the WRPS community relations policy.
5. The facility rental fee must accompany the building use contract, if required, within 30 days of the contract approval or prior to the scheduled use, whichever is earliest. This deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.
6. If the applicant cancels the event, WRPS reserves the right to retain the deposit. If the facility use is canceled due to inclement weather, public emergencies, or acts of God, the deposit will be applied to the new date, if the event is rescheduled for a date within twelve (12) months of the original date. If the event is not rescheduled, the District reserves the right to retain the deposit.
  - a. Events canceled 30 days prior will result in a return of 50% of the deposit.

- b. Events canceled 14 days prior will result in a return of 25% of the deposit.
  - c. Events canceled within 7 days of the event will result in a forfeit of the deposit.
- 7. It is the responsibility of the user organization to:
  - a. Pay any state and county tax on sales.
  - b. Report all income to the Internal Revenue Service.
- 8. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board, the permit is subject to immediate cancellation. Upon notice by the LHS Athletic Facilities Coordinator or any duly authorized agent of the Board, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

## **B. District Policies Regarding Rental of the RASC**

1. By accepting a short term use agreement, the user organization accepts responsibility for the school building and assigned property while the permit is in effect as indicated in Section F of this agreement and to observe all applicable federal, state, and local laws and regulations, and all appropriate rules of the Wisconsin Rapids Public Schools Board of Education.
2. Prior to its use, the LHS Athletic Facilities Coordinator must approve all activities and equipment being used in the RASC.
3. In the event of inclement weather, it is the responsibility of the user organization to determine their use of the space. Rental charges will be billed if required to cover costs of equipment, labor, etc. WRPS shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or for any other reason whatsoever.
4. If the user wishes to charge for use of WRPS parking lots, permission must be obtained in advance. Fifty percent of the parking revenue will be paid to WRPS unless other arrangements are made with the user.
5. If the user wishes to charge for admission, permission must be obtained in advance. A portion of the admission fees collected may be due to be paid to WRPS, and the percentage or amount will be stipulated in the use agreement.
6. Prohibited Items
  - a. Alcoholic beverages and nicotine products such as cigarettes, smokeless tobacco or electronic cigarettes, or other electronic nicotine delivery system products are prohibited on WRPS premises. (Wis. Stats. 120.12(20); 125.09(2)). Food and non-alcoholic refreshments will be permitted in designated areas.
  - b. No individual shall possess or use a weapon in school buildings, on school premises, in a District-owned vehicle, or at any school-sponsored function or event. The term “weapon” means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to, firearms as defined in the Federal and State Gun-Free School Zone Acts (18 U.S.C. 921(a)(3) and Wis. Stat. 948.605) guns of any type whatsoever, including air and gas-powered guns (whether loaded or unloaded), knives, razors with unguarded blades, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and “dangerous weapons” as defined in Wis. Stats. 939.22 (10) and 948.61, or facsimiles thereof.
  - c. Rental groups may seek authority to offer alcoholic beverages under specific circumstances with the approval of the LHS Athletic Facilities Coordinator and the Superintendent through a separate lease agreement.

7. Each group using the school facility shall provide competent adult supervision adequate to ensure proper and careful use of the facility involved. School District officials reserve the right to judge the apparent adequacy of such supervision and failure to provide such supervision will be grounds for immediate revocation of the permit and refusal of future permits to the group. Each group maintains exclusive responsibility for managing its employees, its agents, invitees or any other person during the rental agreement. This responsibility cannot be transferred to WRPS.
8. Organizations or individuals may not use the RASC without having a custodian on duty or on call. A two-hour minimum charge for custodial and/or field maintenance overtime services will apply. At the conclusion of the event, the final actual costs of custodial and field maintenance services will be calculated and invoiced to the user. Any overtime or additional costs incurred by the District, as a result of the agreement, will be billed to the user. A reasonable estimate of anticipated additional costs will be provided by the LHS Athletic Facilities Coordinator at the time of the reservation.

### **C. Policies Regarding Use of the RASC**

1. The facility is owned and operated by the Wisconsin Rapids Public School District, and will be made available to public, private, and non-profit organizations on an equal, non-discriminatory basis. The facility shall not be used for any non-school purpose at any time if such use will interfere with the curricular or co-curricular program of the school.
2. Priority for Scheduling of Events
  - a. The school district has precedence on all dates and times of the scheduling of the facility.
 

**Category Groups A, B, C, and D as defined in the policy Fee Schedule will be scheduled as follows:**
  - b. Category A reservations may be submitted beginning July 1 of the preceding calendar year.
  - c. Category B reservations may be submitted beginning February 1 of the calendar year.
  - d. Category C reservations may be submitted beginning February 15 of the calendar year.
  - e. Category D reservations may be submitted beginning March 1 of the calendar year.
  - f. Preference among groups is given to groups with historical and recurrent WRPS facility-based programming and who remain in good standing.
  - g. For long-lead event planning, efforts will be made by the District to maintain the availability of the RASC for the requesting group.
  - h. Exceptions to the above use policy will be determined by the Board. Such determination may be delegated to the Superintendent of Schools or LHS Principal.
3. A WRPS employee must be present whenever the facility is being used by the user organization. Approval must be obtained from the LHS Athletic Facilities Coordinator in advance with sufficient notice. Any costs associated with this provision will be billed to the user organization.
  - a. All labor charges will be for a two-hour minimum.
  - b. All District staff will receive overtime pay as governed by the District's policies and procedures.
  - c. Meals and breaks for District staff will be governed by District policies and procedures.
  - d. With the approval of the LHS Athletic Facilities Coordinator, a contact person for the rental group may be approved to act in a supervisory capacity for the group.
4. Events hosted by an institution that is a member of the WIAA will have a ticket charge. Ticket proceeds will follow the ticket schedule. Exceptions will be made by the LHS Athletics Facilities Coordinator.

5. All facility time, labor, and equipment required for the event must be identified on the application for use agreement by the lessee. Meeting last-minute requests for additional time and labor may not be possible, nor will the District guarantee that additional equipment will be available. Extra charges may be assessed for custodial and/or field maintenance overtime, school district-owned equipment, and general crowd supervision as determined by the District.
6. The LHS Athletic Facilities Coordinator has authority over the RASC, its concession stand, press boxes, training rooms, batting cages, fields, and pavilion when required for a scheduled event.
7. All staging/set-up must obtain prior approval by the LHS Athletic Facilities Coordinator. Any setup deemed unsafe by the LHS Athletic Facilities Coordinator shall be modified to the satisfaction of the District as determined by the LHS Athletic Facilities Coordinator. The cost of any such modification shall be borne by the user organization.
8. Any equipment required for a scheduled event other than equipment listed in the RASC inventory must first be requested in writing on a timely basis. In the event any rented equipment or any equipment on the RASC inventory should become unavailable, the LHS Athletic Facilities Coordinator will inform the user organization on a timely basis.
9. Any tables or displays placed in the pavilion shall be approved by the LHS Athletic Facilities Coordinator prior to set-up.
10. The user organization shall not post signs or affix banners to the building without the prior consent of the LHS Athletic Facilities Coordinator. No items may be attached or mounted to the physical structure without prior approval.
11. Third-party sponsors will not be allowed to distribute materials, place objects bearing the sponsor's name, or highlight their product or service without prior approval of the LHS Athletic Facilities Coordinator. If this is contemplated, sample materials are to be submitted in advance to the LHS Athletic Facilities Coordinator.
12. Parking for trucks or vans at the RASC loading zone area (noted on the Southwest pathway) is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must move to the designated parking lot.
13. While it is the group's sole responsibility to establish safe sound levels, the final sound output may be monitored by the LHS Athletic Facilities Coordinator who shall have the authority to change the levels.
14. Any broadcasts, telecasts, recordings, etc., require the prior consent of the LHS Athletic Facilities Coordinator.
15. The user organization is responsible for all licensing rights for the performance and novelty sales.
16. WRPS will provide a clean area for the event. It shall be the responsibility of the user organization to maintain and restore the area to such condition, including concession stands, restrooms, bleachers, dugouts, and fields. Additional WRPS custodial and field maintenance costs associated with maintaining and restoring the area will be billed to the group.
17. It is the responsibility of the user organization to remove all equipment immediately following the said rental. Any items to be returned will be sent C.O.D.
18. Report any problems, including any loss or injury, in the RASC immediately to the LHS Athletic Facilities Coordinator or designee.
19. Only the school district may pay its employees for services rendered. The office of the LHS Athletic Facilities Coordinator will, in turn, bill the user organization for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The school district, or its representatives, will stipulate the number of school district employees to be on duty for each activity.

20. The user organization will determine when gates will open.
21. The user organization will provide umpires or referees and balls for individual games.
22. WRPS reserves the right to hire security for an event. All charges for security will be billed to the user organization.
23. Upon written request from the LHS Athletic Facilities Coordinator, the user organization will provide eight complimentary tickets to WRPS.

#### **D. Policies Regarding Concession Stand**

1. WRPS will provide all food and beverages for the event. Any additional food and/or beverages must be approved by the LHS Athletic Facilities Coordinator. Only the school-designated beverage vendor for non-alcoholic drinks is to be used.
2. All sales will occur in the district-provided point of sale (POS) system.
  - a. Cash sales will be accepted. \$500 starting cash will be provided by the District in the cash registers. \$500 shall be kept in the register at the conclusion of the event. The rental organization will deposit cash into their account.
  - b. Credit Card payments will be processed by the school district. The user will pay the credit card fee associated with its use.
3. An inventory of products before the event will be conducted by the LHS Athletics Facilities Coordinator. The rental group will conduct an inventory after the event which will be verified by the LHS Athletic Facilities Coordinator.
4. A percentage of the profits will be paid to WRPS according to the fee schedule.
5. The rental group will receive an invoice for the product used and the concession rental fee within 30 days of the event. If the rental group is due an additional monetary amount, a check will be issued.
6. The LHS Athletic Facilities Coordinator will demonstrate approved use of all equipment in the concession stand. Appropriate use of all equipment and following all safety procedures are expected. Any damage to the equipment must be reported and costs will be invoiced to the rental organization, if appropriate.

#### **E. General RASC Policies**

1. No metal spikes
2. Beware of fly balls, foul balls, errant throws & loose bats
3. No dogs or other pets allowed on the RASC grounds
4. All children are to be directly supervised
5. RASC is a peanut-free facility
6. No carry-in food or beverages
7. No sunflower seeds on the playing fields or in the dugouts
8. No gum on the playing field or in the dugouts
9. No overnight parking or camping
10. WRPS has zero-tolerance for any physical or verbal confrontations by players, coaches, spectators, or anyone else – individuals involved in these situations will be asked to leave the premises.
11. Proper language is expected out of parents, coaches, players, spectators, and umpires
12. Only coaches, players, umpires, and authorized personnel are allowed on the playing fields
13. Obey all rules of the facility
14. Help keep the Rapids Area Sports Complex clean and enjoyable for everyone

## **F. Agreement**

The applicant agrees to abide by the rules and regulations and policies formulated by the Wisconsin Rapids Public School District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the district facility and to be responsible for any damages which occur. Further, the applicant as lessee, shall indemnify and save harmless the School District of Wisconsin Rapids (lessor) from and against any and all loss, cost, (including attorney's fees) damages, expenses, and liability (including statutory and liability under worker's compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damage to any property sustained by the lessee, its employees and all other persons, which arise from or in any manner growing out of an act or neglect on or resulting from the use of lessor's facilities and equipment by the lessee, lessee's agents' employees, and invitees, or any other person during the rental agreement. The Board of Education reserves the right to compel a showing of financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility.

A Certificate of Insurance showing WRPS named as additionally insured with a minimum per occurrence General Liability coverage limit of \$1,000,000, and \$100,000 Property Damage coverage. A certificate of Insurance showing Auto and Workers Compensation coverage and limits acceptable to the School District of Wisconsin Rapids may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee.

In the event of any fault or neglect by WRPS or its failure to satisfy any obligations under the Use Agreement, the liability of WRPS shall be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.

Authorization for use of the RASC shall not be considered as an endorsement of or approval of the activity, group, or organization nor the purpose they represent. Promotional materials developed to advertise events and/or activities shall contain a disclaimer that clearly indicates that the event and/or activity is neither endorsed nor promoted by the Wisconsin Rapids School District. Sample promotional materials shall be provided by the lessee upon request.

The School District of Wisconsin Rapids offers equal employment opportunities and prohibits discrimination based on an employee's or applicant's age, race, color, creed, religion, genetic information, handicap or disability, marital or parental status, gender, sexual orientation, transgender status, gender identity, national origin, ancestry, citizenship, arrest record, conviction record, pregnancy, veteran status, military service, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off District premises during non-working hours and away from District-sponsored activities, or another protected group status, as required by State or Federal law.

FEE SCHEDULE ON THE NEXT PAGE

<b>FEEES FOR RAPIDS AREA SPORTS COMPLEX</b>				
<b>UTILIZATION</b>	<b>CATEGORY A</b> In-District Non-Profit Contributors*	<b>CATEGORY B</b> In-District Non-Profit	<b>CATEGORY C</b> In-District For- Profit <i>or</i> Out-Of-District Non-Profit	<b>CATEGORY D</b> Out-Of-District For Profit
Field Rental (Per Field/Per Hour)	\$150 - All Day \$ 75 - 4 Hours \$ 25 - Per Hour	\$350 - All Day \$175 - 4 Hours \$ 55 - Per Hour	\$700 - All Day \$350 - 4 Hours \$125 - Per Hour	\$1,000 - All Day \$ 500 - 4 Hours \$ 150 - Per Hour
Bleacher Inspection Fee	\$120.00	\$120.00	\$120.00	\$120.00
Concession Stand (percent of profit)	40%	40%	45%	45%
<b>LABOR CHARGES</b>				
Regular Labor	\$ 20.00 per hour	\$ 20.00 per hour	\$ 20.00 per hour	\$ 20.00 per hour
Regular Supervisor	\$ 40.00 per hour	\$ 40.00 per hour	\$ 40.00 per hour	\$ 40.00 per hour
Emergency Supervisor**	\$ 46.00 per hour	\$ 46.00 per hour	\$ 46.00 per hour	\$ 46.00 per hour
Custodial & Field Maintenance Charge	An estimate will be provided	An estimate will be provided	An estimate will be provided	An estimate will be provided

\* In-District Non-Profit Contributors that contributed a minimum of \$10,000 toward the Rapids Area Sports Complex

\*\* Events which are scheduled less than two weeks in advance are subject to a \$46.00 per hour “Emergency Supervisor” charge in addition to all other fees associated with the event, at the discretion of the LHS Athletic Facilities Coordinator.

In addition to the Stadium/Track field rental expense, equipment rental will be billed as follows:

- \$250.00 – Track Equipment (*e.g., hurdles, high jump equipment, and pole vaulting equipment*)
- \$ 50.00 – Football Equipment (*e.g., down markers, goal post padding, yardage markers, and end zone pylons*)
- > Soccer Equipment (*equipment needs to be determined and costs negotiated at time of rental*)
- > Baseball Equipment (*equipment needs to be determined and costs negotiated at time of rental*)

Areas of the facility outside of the Rapids Area Sports Complex that are utilized will be charged in accordance with the rental fees listed in Board Policy 830 and 830.1.

Fees will be reviewed annually by the administration and appropriate recommendations for adjustment forwarded to the Board of Education.

- CROSS REF.:
- 443.8 – Possession or Use of Weapons – Students
  - 522.9 – Possession or Use of Weapons – Staff/Employees
  - 830 – Use of School Facilities
  - 830.1 – Facility Use Policy for the Performing Arts Center (PAC)
  - 832 – Possession or Use of Weapons – Visitors and Volunteers

Approved: March 14, 2022