



LAKELAND SCHOOL SYSTEM  
10001 HIGHWAY 70  
LAKELAND, TENNESSEE 38002

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## USE OF DISTRICT FACILITIES

### RULES REGARDING USE OF FACILITIES

These rules set forth the policy governing the use of and access to all buildings and/or grounds (School Facilities) of the Lakeland School System (LSS) other than for normal school purposes. For purposes of these rules, “normal school purposes” includes building and/or district wide activities of parent support groups, such as PTOs and booster clubs, which have been approved by the LSS administration and/or Board.

These basic requirements are applicable to the use of school facilities.

- A. **Age, Affiliation, and Responsibility of Applicant:** To be considered, the application and agreement for the use of School Facilities must be signed by an adult who is at least eighteen (18) years of age and who is a member of the requesting group or organization. The adult signing the agreement (the “Designated Responsible Individual”) shall acknowledge responsibility for the group or organization using the School Facility as provided herein. By signing the agreement, the adult shall agree that he/she shall be present at all times while the group or organization is using the School Facility or that one or more of the adults listed in the agreement shall be present while the School Facility is in use by the group or organization.
- B. **Insurance Obligations:** As a condition of the agreement, the following may be required:
  1. **Liability Insurance** – The Superintendent or his/her designee will require that a renter obtain comprehensive liability insurance with LSS named in the policy as additional insured. The amount of insurance required is \$1 million comprehensive liability.
- C. **Indemnification:** The organization using the School Facilities and the designated responsible individual jointly and severally shall indemnify and hold LSS harmless from any and all claims and liability arising out of or related to such usage, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all costs and expenses, including but not limited to attorneys’ fees, incurred as a result of such claims or liabilities, except where such claims or liabilities result solely and proximately from the negligence of LSS.
- D. **Prohibition of Alcoholic Beverages, Drugs, and Tobacco:** No person shall be allowed in or on school property who has on his person any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, tobacco or intoxicant of any kind.



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- E. **Speakers at Meetings:** Speakers at meetings and the subject of the speech shall be described in the written application. Any speaker, who is not officially connected with LSS, must be approved by the Superintendent or his/her designee as part of the rental agreement. The character of speakers and any entertainment shall be of a standard, which is acceptable for presentation in a public school environment.
- F. **Custodial Coverage:** Custodial coverage is required for use of the Facilities by any outside group. Goodwill is the current custodial provider for LSS. Please contact Goodwill to set up this service for your specified date and time if this is needed. Otherwise, you will be responsible for leaving the facility in the same condition it was prior to the event. Additional fees may be charged in the event custodial services are not properly provided by the group using the facilities.
- G. **Specification of Hours for Facility Use:** The specific hours and dates for the use of School Facilities must be set forth in the written application and agreement. Such hours and dates shall be subject to the approval of the Superintendent or his/her designee. Approval of requests for use of the School Facilities on weekends and school holidays will also be contingent upon the availability of staff.
- H. **Responsibility for Physical Care and Security of School Facilities:** After a School Facility is used; the group or organization using it and the Designated Responsible Individual shall be jointly and severally responsible for returning it to its normal condition, ready for school use.
- I. **Use of Specific Equipment and/or Facilities:** The use of specific equipment such as stage lights, kitchen facilities, movie projectors, and the like must be requested and approved in advance. A cafeteria worker must be present when a kitchen is used. Likewise, school technicians (stage crew) must be assigned to operate stage equipment. Personnel costs will be assessed per the rates listed in the fee schedule.
- J. **Financial Charges for Use of Facilities:** LSS has established a fee schedule for the use of School Facilities. Fees for the use of School Facilities under Rental and Lease Agreements shall be in accordance with the fee schedule or as determined by the Superintendent. The rental payment for the lease of School Facilities under a Lease Agreement will be subject to the approval of the Board. Unless otherwise provided in the Rental Agreement or the Lease Agreement, all fees and payments will be due and payable prior to the use of the Facilities. Upon approval of the Agreement, any excess payment will be refunded, while any shortage will be payable after the event and will be the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the use of the facility. The Superintendent or his/her designee shall evaluate fees for the use of the School Facilities periodically. The rental fee can include custodial services, security services, supervision or police,



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as needed. Charges will be according to the rates established in the fee schedule for school personnel and according to actual costs for non-school personnel. The fee schedule will be made available as a part of the rental application. The Superintendent or his/her designee shall have the authority to waive or reduce any fee for any community, city, or school-sponsored group or organization if there are appropriate circumstances that warrant such consideration.

- K. **Revocation of Right to Use:** Except as may be provided in the Rental Agreement, LSS may revoke the right to use School Facilities at any time with or without notice.
- L. **Other Requirements, Rules, and Regulations:** The Superintendent or his/her designee may require special terms, conditions, and rules in any Rental Agreement or Lease Agreement if in his/her opinion such terms and conditions are necessary to protect School Facilities and/or the LSS's relationship with the community.
- M. **Consequences for Noncompliance:** Any unsatisfactory experience with a particular sponsoring individual, group, or organization shall be adequate reason for refusing future application for use of School Facilities.

#### **GUIDELINES GOVERNING APPROVAL/DISAPPROVAL OF APPLICATIONS**

In addition to the Basic Requirements defined above, the following guidelines shall apply when considering requests for the use of School Facilities.

- A. **Priorities for Use of Facilities:** Priorities shall be established for the kinds of groups that have first consideration in using specific School Facilities for a specific date. Within any category of activities listed below. However, the general practice will be to grant contracts for the use of School Facilities on a "first come, first served" basis. It is ultimately the decision of LSS in which group category you are classified and the fees you are responsible for.

#### **LSS Rental Group Categories**

**Group 1:** Definition: Curricular and Co-curricular functions that are either related to the curriculum or directly sponsored by LSS. The exclusive purpose of these groups is to support the programs of LSS. (NO CHARGE FOR THESE GROUPS)

Examples: Capstone projects, theatre, band and choral groups, interscholastic athletics, intramural athletics, clubs related to curricular activities, employee/school support organizations, student government, booster groups, PTO groups, school social functions, SACC.



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**Group 2:** Definition: City or School supported activities whose activities are student and/or community related and benefit LSS and/or the City of Lakeland. (NO CHARGE FOR THESE GROUPS)

Examples: City of Lakeland Parks and Rec, City of Lakeland Adult Education Programs, City of Recreational Activities, City of Lakeland Government, sports activities.

**Group 3:** Definition: A non-profit community group whose benefits go to charity, community projects, or school projects. Their primary purpose is to serve the community with worthwhile educational, civic, or charitable activities.

Examples: Scouting groups, Church groups, Charity organizations

**Group 4:** Definition: Established City of Lakeland organizations, businesses or groups of City of Lakeland residents. The group or organization must have the main office or facility within the boundaries of the City of Lakeland.

Examples: Non-profit or profit making groups who are based inside the City of Lakeland.

**Group 5:** Definition: Outside group or organizations whose main office or facility is not within the City of Lakeland.

Examples: Non-profit or profit making groups whose profits go directly to the individual or organization and who are based outside the City of Lakeland.

**B. Religious or Political Uses of Facilities:**

1. Use of Facilities by Churches and Synagogues. Churches and Synagogues may rent School Facilities for worship and religious education.
2. Use of Facilities for Religious Activities. (See Board policy regulation).
3. Use of Facilities for Citizens' Assemblies and Political Meetings. The School Facilities may be used to hold meetings of electors to discuss public questions and issues. When the Facilities are made available for use by a group of one political or social persuasion, they will also be made available for the group's counterpart.

Political meetings for the discussion of public questions and issues may not be scheduled during school hours. No facility charge is to be made for such use. Any organization or group of citizens permitted to use the properties shall be responsible for any damages done by them over and above the ordinary wear, and



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shall, if required, pay the actual expenses incurred such as janitor service, light, and HVAC.

- C. **Compliance with City Code and Zoning Regulations:** Groups and organizations wishing to use School Facilities will be responsible for compliance with permitted principal, conditional, and accessory uses for school facilities as defined in City zoning provisions. Likewise, applying groups and organizations are responsible for compliance with all applicable City code provisions.
- D. **Use of Screening Factors:** In addition to the basic contract requirements and the above guidelines, the Superintendent or his/her designee may consider any one or more of the following factors in approving or disapproving an application for the use of Facilities:
1. principal or his/her designee's approval
  2. source(s) of financial support
  3. proposed use of facility
  4. special accommodations required
  5. modification of existing facility
  6. potential for extraordinary or unusual activities or users
  7. "typical" user of facility
  8. compatibility with other programs at desired facility
  9. meeting an unmet community need
  10. hazardous conditions or substances
  11. erection of signs and notices
  12. amount of desired space
  13. desired date of occupancy
  14. length of contract desired
  15. projected number using facility
  16. traffic volume and parking requirements
  17. input from coaches, boosters, and groups that invest in and/or maintain the facilities
  18. other factors not herein listed but of sufficient merit to be included



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**LSS Facility Rental Use Fees**

FACILITY	GROUP 1 HOURLY FEE	GROUP 2 HOURLY FEE	GROUP 3 HOURLY FEE	GROUP 4 HOURLY FEE	GROUP 5 HOURLY FEE
<i>Cafetorium (Includes Stage)</i>					
Elementary Schools	N/C	N/C	\$35.00	\$25.00	\$60.00
<i>Cafeteria (No Stage Use)</i>					
Elementary Schools - with kitchen	N/C	N/C	\$12.00	\$16.00	\$48.00
Elementary Schools - without kitchen	N/C	N/C	\$6.00	\$8.00	\$24.00
<i>Gymnasiums</i>					
Elementary Schools	N/C	N/C	\$6.00	\$8.00	\$24.00
<i>Music, Art &amp; Computer Rooms</i>					
Elementary Schools	N/C	N/C	\$6.00	\$8.00	\$24.00
<i>Classrooms</i>	N/C	N/C	\$6.00	\$8.00	\$18.00
<i>Misc. Spaces</i>	N/C	N/C	\$6.00	\$8.00	\$24.00

**\*\*\*\*\*ADDITIONAL CHARGES FOR AFTER HOURS AND/OR SPECIAL SERVICES\*\*\*\*\***

After 11:00 PM & Before 6:30 AM, Mon-Fri Custodian Fee	Add \$30.00/hr to each rental rate above
Monday-Saturday Plant Manager/Supervisor Fee	Add \$30.00/hr to each rental rate above
Sunday Plant Manager/Supervisor Fee	Add \$40.00/hr to each rental rate above
Food Service Personnel (per person)	Add \$30.00/hr to each rental rate above
Auditorium Supervisor and/or Assistant (per person)	Add \$30.00/hr to each rental rate above
Auditorium Stage Crew	Add \$15.00/hr to each rental rate above
Other personnel an equipment as requested	Additional charges may apply based on request

**\*\*\*Additional Fees for extensive set-up and/or cleanup may be assessed\*\*\***



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**LAKELAND SCHOOL SYSTEM FACILITY USE INSURANCE REQUIREMENT**

The **LEASEE** shall purchase and maintain the insurance outlined below to provide protection from the **LEASEE'S** negligent acts. The **LEASEE** shall provide this insurance as required by the facility usage agreement. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **LEASEE**.

- **Comprehensive General Liability in the amount of \$1,000,000 per occurrence. The Lakeland School System must be named Additional Insured and this must be noted on the Certificate of Insurance.**

The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed, or reduced in coverage- the issuing Insurance Company will mail 30 days written notice by registered mail, return receipt requested, to: Lakeland School System; 10001 Highway 70; Lakeland, TN 38002

- **All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.**

My signature below indicates that our company agrees that the **LEASEE** shall maintain the above insurance during the entire term of the lease agreement.

FOR THE LEASEE

FOR LSS

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**AGREEMENT FOR USAGE OF LAKELAND SCHOOL SYSTEM FACILITIES**

Lakeland School System (LSS), and the

\_\_\_\_\_ (“Organization”) and

\_\_\_\_\_ (“Designated Responsible Individual”)

agree as follows:

**1. Permit to Use School Facilities:** Upon the approval of the application submitted by the Organization and the Designated Responsible Individual, LSS, without further action, grants permission to use the school facilities (“Facilities”) as described below. This agreement governs the use of the Facilities by the Organization and the Designated Responsible Individual.

School Facilities: \_\_\_\_\_

Date(s): \_\_\_\_\_

Time(s): \_\_\_\_\_

**2. Rules Regarding Use of School Facilities:** The Use of the Premises is subject to the Rules Regarding Use of Facilities (“Rules”) The Organization and Designated Responsible Individual agree to the terms of the Rules. **Please note: All rental and leasing activities will be considered cancelled on days when the schools are closed because of either emergency conditions or hazardous weather.**

**3. Payment of Fees:** The fees for the use of the Facilities will be those fees specified in the Rules and itemized in an invoice that will be provided upon approval of the application. Payment will be due within fourteen (14) days of the event. Any excess payment will be refunded, while any shortage will be billed at the completion of the event and is the responsibility of the renter.

**4. Responsibility:** The Designated Responsible Individual acknowledges responsibility for the Organization using the Facilities. By signing this Agreement, the Designated Responsible Individual agrees that he/she shall be present at all times while the Organization is using the Facilities or that one or more of the adults listed below shall be present while the Facilities are in use by the Organization. Adults who shall be present:

\_\_\_\_\_  
\_\_\_\_\_





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**5. Insurance Obligation:** The Organization, **unless notified by the District**, will be required to maintain liability insurance. The Organization or Designated Individual will maintain comprehensive public liability insurance insuring it and the Board, its members, employees, and agents against all claims, demands, and expenses sustained as a result of any claims related to the use of the Facilities with limits prescribed by LSS.

**6. Indemnification:** The Organization and the Designated Responsible Individual, jointly and severally, will indemnify and hold the Board and its members, employees, and agents harmless from any and all claims or liabilities arising out of or related to use of the Facilities by the Organization or the Designated Responsible Individual, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all cost and expenses, including but not limited to attorneys' fees, incurred as a result of such claims or liabilities.

**7. Revocation of Right to Use Facilities:** The District may revoke the right to use the Facilities at any time with or without notice. A refund, minus any costs and/or fees incurred, will be made.

**8. Joint and Several Responsibility:** The Organization and the Designated Responsible Individual will be jointly and severally responsible and liable for: (a.) paying for any damages to the Facilities or other school property resulting from or related to the use of the Facilities by the Organization or the Designated Responsible Individual, (b.) payment of all fees associated with such use of the Facilities; and (c.) returning the Facilities to its normal condition, ready for school use..

**9. Prohibition of Alcoholic Beverages, Drugs, and Tobacco:** No person who has any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, tobacco or intoxicant of any kind shall be allowed in or on school facilities, unless the use of such drug is authorized by a medical prescription..

**10. Notice of Dangerous Conditions:** The Designated Responsible Individual agrees: (a.) to notify, in writing, LSS of the discovery of any dangerous conditions that exist or develop in or on the Facilities immediately upon such discover; and (b.) immediately to cease any usage of Facilities which could result in damage to person or property.

**11. Release of Liability:** The Designated Individual agrees to examine the School Facilities and accept same in the condition they then exist and on behalf of him/herself and the Organization release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the Facilities.



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**12. Background Check:** The undersigned hereby acknowledges that it is aware of the provision of Tennessee Code Annotated §49-5-413 and certifies that it has, and will, at all times comply with the provisions of this statute while utilizing LSS facilities.

The undersigned acknowledge that they have read this Agreement, fully understand its provisions and binding effect, and agree to abide by its terms.

Signature: \_\_\_\_\_, Representative of Organization

Printed Name \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_, Designated Responsible Individual

Printed Name \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_, Superintendent/Designee

Printed Name \_\_\_\_\_ Date: \_\_\_\_\_