



Midway Star Use and Rental of School Facilities Policy

I. Philosophy

The facilities of Midway Star shall be available for community use under conditions prescribed or permitted by law and in accordance with adopted policies, rules and regulations of the School Board.

II. Usage Guidelines

- **A.** The Midway Star administration shall be authorized to grant the use of school facilities and to establish the conditions under which they shall be used, consistent with the rules set out in these guidelines. The administration may reject any application or rescind any agreement for use of Midway Star facilities when the activity is inconsistent with the educational goals, school mission and/or cultural interest of the school community or local community, or when the activity is likely to damage school facilities or endanger individuals.
- B.** Organizations using school facilities agree that they do not illegally discriminate on the basis of sex, race, color, national origin, age, religion, familial status, or disability, or other characteristic protected by applicable law.
- C.** There will be no gambling, or use of alcoholic beverages, chemical substances, weapons, or tobacco in the building or on school grounds.
- D.** Rowdiness, profanity, or abusive language is prohibited.
- E.** User shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with its activities at the school facilities. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the user. A certificate of insurance, with a total of \$2,000,000 in liability limits, with either a \$2 million per incident General Liability limit (covering bodily injury and property damage combined, and personal injury) or a \$1 million per incident General Liability limit with a \$1 million umbrella policy, shall be provided to Midway Star for review one week prior to the first use by the user of the facility, and approved by Midway Star prior to the user's first use of the facility. Midway Star Building Company shall be named as an additional insured on a primary and noncontributory basis. User shall also provide evidence to Midway Star of workers' compensation insurance coverage for its employees providing services in the facility on behalf of the user.
- F.** User will indemnify, protect, defend (with counsel reasonably acceptable to Midway Star and hold Midway Star and Midway Star Building Company harmless, along with their respective officers, directors, employees and volunteers, from and against any and all claims arising from (a) any breach or default by the user or any individual using the school facilities in the performance of any of user's covenants or obligations in these

guidelines; (b) any act, omission, negligence or misconduct of user, its directors, officers, employees or guests at the school facilities; and (c) any accident, injury or damage in, about or to the school facilities to the extent not caused by the negligence or willful misconduct of Midway Star, their agents, employees, licensees or invitees.

- G.** Midway Star shall establish fees for the use of school facilities. Payment of fees may be required in advance of the activity. The use of the facilities is limited to that listed on the Facility Use Agreement Form, which must be completed in full.
- H.** If fees are not paid in a timely manner, use of the facilities will be terminated until all fees have been paid in full. Ongoing problems with payment will result in the permanent cancellation of privileges.
- I.** Users are responsible for general clean up after use (i.e. wiping down tables, cleaning up spills, re-stacking chairs, moving furniture back, etc.) The facility is to be returned to its original setup and condition unless otherwise arranged.
- J.** Group leaders must become aware of emergency exits and fire extinguishers prior to the scheduled activity. Any emergency should be reported to the site monitor immediately or to the person granting approval. (See emergency plans attached to this document.) 911 should also be called in the case of an emergency.
- K.** Clean white-soled athletic footwear must be worn at all times in the gym. Clean street shoes may be worn only along sidelines.
- L.** The Midway Star equipment, including balls, scoreboard and A/V equipment may only be used if special arrangements have been made with the appropriate personnel. (See Facility Use Agreement Form).
- M.** The “responsible party” on the Building Use Agreement Form must be present during use and is responsible for ensuring that all participants abide by the rules and exit promptly at the predetermined ending time. If another person will be responsible, they must be listed on the facilities agreement.
- N.** ALL children/students (17 and under) MUST be supervised at ALL times by an adult.
- O.** Any brochures or other publications advertising the use of the building should:
 - 1. position the sponsor’s name on the front cover
 - 2. use larger font for the sponsor than for the location at Midway Star.
 - 3. Include in legible type “This activity is not sponsored by Midway Star, a nonsectarian public school.”
- P.** If applicable, the responsible party MUST check in with the Site Supervisor or custodian when they arrive and check out when leaving.
- Q.** Cancellations
 - 1. School cancellations for rental space may occur with short notice.
 - 2. Midway Star is not responsible for direct or incidental losses due to cancellations.
 - 3. Cancellation by the Group with less than 4 days notice will be charged a \$25 cancellation fee.

4. Cancellation by the Group with 4 or more days notice will not be charged a cancellation fee.
5. Some rentals may require a non-refundable deposit.

R. Scheduling Priorities

1. In all cases, Midway Star sponsored activities, events and functions will have priority. If a short notice conflict occurs, efforts will be made to find a reasonable solution for non-Midway Star groups.
2. In all cases, groups defined as “local” will be: (1) those whose physical facilities are within 15 miles of the school or (2) individuals using the facility will be 90% comprised of students enrolled at the school, families of those students, or Midway Star employees.
3. How to schedule facilities use:
4. In order to schedule use of Midway Star facilities, contact the school office, complete a Facility Use Agreement Form and follow the instructions of the school office.
5. Scheduling Priority:
 - **Group A:** Midway Star sponsored activities, events and functions. Includes sporting events, School Board and committee meetings.
 - **Group B:** Government organizations: local city, county and government entities operating within the City of Saint Paul.
 - **Group C:** Local non-profit tax-exempt charitable organizations serving youth: this includes groups such as 4-H, youth athletic organizations, Boy Scouts, Girl Scouts, booster clubs etc. who have as a primary purpose serving students of Midway Star. Groups defined as “local” will be: (1) those whose physical facilities are within 15 miles of the school or (2) individuals using the facility will be 90% comprised of students enrolled at the school, families of those students, or Midway Star employees.
 - **Group D:** Local non-profit tax-exempt charitable organizations serving adults.
 - **Group E:** Non-profit organizations not fitting Group C and D. This includes amateur or youth sports organizations invited by Midway Star to conduct seminars, camps, or tournaments.
 - **Group F:** Other Groups

S. Usage Fees

1. Facility Usage Rates: All Rates listed are hourly rates. Letters at the top of the column refer to “Groups” and correspond to the scheduling priorities. Groups may be responsible for additional costs such as personnel, equipment rental, custodial services, supervision and damages.

Facility Space	B&C	D&E	F
----------------	-----	-----	---

Facility Space	B&C	D&E	F
Cafeteria/Commons	\$10	\$15	\$30
Classroom	\$5	\$10	\$20
Metro Schools Gym	\$10	\$20	\$30
Boy's Locker Room	\$5	\$10	\$15
Girl's Locker Room	\$5	\$10	\$15

***NOTE(s):** If a custodian and/or Site Supervisor is required as determined by the school, there will be a minimum fee of \$20/hr. charged to cover building security, maintenance and cleaning.

2. Personnel Rates: Groups using Midway Star facilities may be responsible for additional staff charges resulting from their use (if the facility rental does not adequately cover the expense). All rates are per hour. Additional rates of pay may apply depending on the needs of the user group and the personnel required.

Personnel	Rate (per hour)
Custodian	\$20
Site Supervisor	\$20
Sound Technician	\$20 (only SHS sound tech or assistant may operate)

Equipment Fees (not by the hour, but a one- time charge per use)	B&C	D&E	F
Chairs	\$5	\$10	\$20
Sound System	\$10	\$20	\$40
Tables	\$5	\$10	\$20
Video or projector	\$10	\$20	\$40

T. Use of the name “Midway Star”

No outside group or organization may use the name “Midway Star”, “Midway Star” or the Midway Star logo.

In the event that policies adopted by the School are in conflict with then applicable Minnesota law, the provisions of the law will apply.