

Lewis Center for Educational Research

**BP 7330: FACILITIES
 USE OF LEWIS CENTER FACILITIES**

Adopted: September 5, 2002 Revised: May 9, 2022

The Lewis Center for Educational Research (“LCER”) may make its facilities and grounds available for rent, subject to LCER policies and regulations. The LCER may also approve separate Joint Use Agreements with specific entities.

The LCER shall not grant the use of facilities for any of the following activities:

1. Any use by an individual or group for the commission of any crime or act prohibited by law.
2. Any use which interferes with the regular conduct of school or work.
3. Any use which is discriminatory in the legal sense.
4. Any use which involves the possession, consumption, or sale of alcoholic beverages, or any restricted substances, including tobacco use.

Fees for Use of Facilities

Fees for the use of facilities and grounds shall be charged in accordance with the following classifications:

1. Free Use: The LCER shall not charge any fees for the use of facilities or grounds by the following organizations:
 - Girl Scouts or Boy Scouts
 - Public Safety (i.e. police or fire)
 - Parent-Teacher Associations
 - Before/After School Programs
 - Other purposes deemed appropriate by LCER Administration

Should any of the above groups prefer to use facilities at a time when staff services are not normally available, the LCER may charge an On Site Staff Fee.

2. Activities other than those specified for free use shall be charged for use of the facility in accordance with the facility use fee schedule.

A staff person is required to be present for all activities.

Damage and Liability

Groups, organizations, or persons using LCER facilities or grounds under the provisions of this policy shall be liable for any property damages caused by the activity. The LCER may charge the amount necessary to repair the damages and may deny the group further use of facilities or grounds.

Any group, organization or persons using LCER facilities or grounds shall be liable for any injuries resulting from its negligence during the use of LCER facilities or grounds. They shall

bear the cost of insuring against this risk and defending itself against claims arising from this risk.

Groups, organizations or persons shall provide the LCER with evidence of insurance against claims arising out of the group's own negligence. They shall also be required to include the LCER as an additional insured on their liability policies for claims arising out of the negligence of the group.

Application for Use of Facilities

1. Any group, organization or person desiring to use LCER facilities shall file an application in accordance with these regulations.
2. The individual making application for use of LCER facilities shall be a responsible adult, and in the case of an organization he/she shall be an officer of the organization or a person duly appointed by the organization to make such an application. Each organization making application shall provide proof of insurance in the amount of \$1,000,000 naming the Lewis Center for Educational Research as an additional insured. The LCER shall verify all insurance coverage.
3. An application for use of LCER facilities shall be submitted on the form supplied by the LCER not less than four calendar weeks prior to the day of the activity, at which time fees shall be determined. Applicant shall pay estimated costs, if any, no later than two weeks prior to the day of the activity.
4. The applicant shall set forth in detail the nature of the activity and the persons or organization sponsoring the activity.
5. Any addendum to the agreement shall be prepared by the President/CEO, and signed by the President/CEO and by the applicant.
6. LCER functions shall take precedence over previously scheduled meetings of outside organizations. In such cases the organizations will be so notified by the President/CEO.
7. Applications for LCER use are approved at the discretion of the President/CEO. Applications may be denied for any reason.

General Conditions

1. No illicit drugs or alcoholic beverages in any form shall be brought onto LCER property, including grounds and parking lots. Any person under the influence of intoxicating liquors shall be denied participation of any form in the activity.
2. No tobacco use is allowed on any LCER property, including grounds and parking lots. Electronic nicotine delivery services (ENDS), such as electronic cigarettes, electronic hookahs, and other vapor emitting devices, which mimics the use of tobacco products is also prohibited.
3. Use of LCER facilities by outside organizations during non-hours shall be dependent upon the availability of LCER personnel to assume the responsibility of supervision of LCER equipment, buildings and grounds.
4. There shall be at least one staff member present at each activity whose duties shall include opening and closing the buildings and grounds, and supervising their use. The organization or group using the facilities shall be required to pay for any staff services required.
5. The LCER may require that security personnel be present for activities held on LCER property. The organization or group using the facility shall be required to pay for any security services required.
6. Staff assigned to an activity shall make no facility or equipment available other than that specifically set forth in the approval.

7. Use of specialized equipment owned by the LCER such as projectors, scoreboards, etc. shall be at the discretion of the LCER. The LCER may require that equipment be operated by LCER staff.
8. Moving furniture to or from rooms, or changes of any kind other than simple room furniture arrangements by the user is not permitted. Any furniture that is moved or rearranged with prior approval must be returned to original location.
9. Any damage above normal wear and tear will be charged to the applicant at the actual cost of materials, freight, and labor plus 25% overhead; e.g., dance classes may cause higher than usual operational costs, since floors must be waxed more frequently.