

# Mosinee School District Facilities Fee Waiver Request Form

Application Date:

Name of Applicant Organization/Individual:

Type of Organization (check one):

- ☐ School or curriculum-related student club or organization
- ☐ Student District-sponsored group
- ☐ School District-related group
- ☐ Local government
- ☐ Educational institutions
- ☐ Other not-for-profit group or youth organization
- ☐ Other private or individual for-profit group
- ☐ Individual Person

Reason for Request:

Address of Organizational/Individual:  Address:

City:

State:

Zip:

Name of 1<sup>st</sup> contact person: \_\_\_\_\_ Phone number \_\_\_\_\_

Name of 2<sup>nd</sup> contact person: \_\_\_\_\_ Phone number \_\_\_\_\_

E-mail Address of Contact person(s): \_\_\_\_\_

Non-profit status (attach a copy of 501C 3 IRS letter required as proof): Yes ☐ No ☐

City/County/State Permits Required: Yes ☐ No ☐ Attached: Yes ☐ No ☐

Name of Facility requested: \_\_\_\_\_

Location of area requested: (specifically limited to this area)  
\_\_\_\_\_

Date(s) of event: \_\_\_\_\_ Schedule Attached: Yes ☐ No ☐

Set Up Times Required? Yes ☐ No ☐ If Yes, time required for set up: \_\_\_\_\_ hrs.

Time facility needs to be Opened \_\_\_\_\_ am/pm Closed \_\_\_\_\_ am/pm

Actual time of event: Start \_\_\_\_\_ am/pm Finish \_\_\_\_\_ am/pm

Expected Attendance: \_\_\_\_\_ Will admission be charged? Yes \_\_\_\_\_ No \_\_\_\_\_

Participation, Registration, Entry Fee, Etc.: Yes ☐ No ☐ Amount: \$ \_\_\_\_\_

Concessions? Yes ☐ No ☐

Concession Area needed? Yes ☐ No ☐

## **APPLICANT ACKNOWLEDGMENT**

1. Applicant agrees to waive, release, and hold harmless the School District, its Board of Education, its members, administrators, officers, teachers, agents, insurers, and employees, against any claim, demand or cause of action, whether now in existence, or hereafter arising for any personal injury, property damage, or any other cause of action or including claims for interest, costs, expenses, or attorneys' fees, arising out of, resulting from, occurring during or in any way connected with use of the facilities requested herein, whether or not such injury or damage is caused by or contributed to in whole or in any part by any action or failure to act, negligence, breach of contract or other misconduct on the part of the School District, its Board members, administrators, officers, teachers, agents, insurers, and employees.
2. Applicant agrees to be personally responsible on behalf of the user group, participants, and attendees for any damages sustained to the School District facility, furniture, equipment, or grounds occurring through the occupancy or use of the School District facility by the user group, participants, and attendees.
3. Applicant agrees to be responsible for cleaning the School District facility after completion of use. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.
4. Applicant warrants that it will observe all rules, regulations, policies and procedures of the School District, and that the applicant will exercise the utmost care in the use of the School District's premises and property and will make good any loss or damage to said premises and property which arises during or because of applicant's use thereof, no matter what the cause.
5. Applicant agrees that it has received and read the rules, regulations, conditions, and terms of this Application and that the applicant will abide by them and conform to all applicable policies, provisions, rules, and regulations of the School District and its authorized agents that may be communicated to the applicant.
6. Applicant agrees that, in the event the applicant cancels its use of the School District Facilities, a refund may not be made and that changes in the date or extension of time may not be approved by the School District.
7. The School District always reserves the right to terminate use of the School District facility or to require user, or any participant with user, to leave the School District premises.
8. Lawful Use: The use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those regarding discrimination. School facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the School Facility, which are attached hereto (if any), the User shall not:
  - (a) Allow litter or debris and shall keep the premises always clean.
  - (b) Allow use of alcohol, illegal drugs and tobacco which are always prohibited on all school property.
  - (c) Allow guns on school property except for those in the possession of duly certified law enforcement personnel.
  - (d) Use the facility without providing security as required by the school facility for the type of function they have planned.
  - (e) Allow events involving animals unless they are described in detail in the Application for Use and in compliance with any limitations or restrictions written in the Agreement.
    - All animals must be leashed, penned, caged or otherwise properly contained, always constrained or under supervision and control.
    - In the event of ambiguity of language in the Application or Agreement, restrictions on use of animals shall be strictly construed against the User.
  - (f) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the school facility or other official having jurisdiction.
  - (g) Allow building exits to be blocked for any reason.
  - (h) Allow parking except in designated areas.
  - (i) Failure to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people.
  - (j) Allow design, placement or construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures without adequate precautions for the safety of those buildings, using and disassembling such structures.
  - (k) Allow non-fire-resistant decorations to cover more than 20 percent of the wall area with decorations. Decorations shall never be placed within proximity to incendiary sources. The use of Pyrotechnics is strictly prohibited inside of any facilities or on school grounds.
  - (l) Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event. Signage adequate to warn participants of obstacles must be provided.

#### **APPLICANT ACKNOWLEDGMENT CONT.**

- (m) Allow hazardous materials, including pyrotechnic devices, fireworks, explosives flammable material or liquids, poisonous materials or plants, strong acids or caustics onto the premises or to be used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
- (n) Allow amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devices related thereto onto the premises or to be used in any way while occupying the premises except with the express permission of the school facility and on proof of insurance carried by the User written by a company acceptable to the Mosinee Public School Insurance Authority ("Authority") of at least \$1,000,000 per occurrence naming the school facility as an additional insured. All such activities shall be operated and overseen by experienced, trained persons and, if possible, they must be certified to do so.
- (o) Allow use of playground equipment unless at least one adult supervisor for every fifteen (15) children is in attendance.
- (p) Use the school facility without appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
- (q) Allow access to areas not specified for use in the Site Use Agreement.
- (r) Allow access to any one to School Facilities without securing an Accident Waiver and Release or Liability Form.

9. Notice of Accidents: All users shall give written notice to the school facility of any accident resulting in bodily injury or property damage occurring on school facility premises or in any way connected with the use of the school facility premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

10. Damage to User's Property: The School Facility assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

11. Insurance: The applicant shall assume responsibility for, and compensate for, any damages done to the building, equipment, or property during the period of usage; to indemnify and to forever save harmless the Board of Education and its officers, agents, and employees from any and all claims arising out of the use of any of the school facilities and equipment controlled by said Board. The Board of Education reserves the right to require a certificate of insurance where this is deemed appropriate. Requests from private/public ventures may require a certificate of insurance in the amount of \$1,000,000 naming the School District of Mosinee as additional insured. Cost of the insurance is to be paid by the lessee.

12. Site Security: The User must assure that activity participants and/or guests/spectators only access those site areas designated for the activity. The designated Event Contact Person shall verify that all the areas utilized were properly checked and secured upon departure from the School Facility's premises.

13. Non-Assignability: This agreement may not be assigned to another party without prior written consent of the School Facility, which consent may be withheld by the School Facility at its sole and absolute discretion.

14. Choice of Law: This agreement is to be governed and interpreted by the laws of the State of Wisconsin.

15. Entire Understanding: This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

16. A refundable Damage Deposit is required and will equal 50% of final calculated charge. A refund will only be made after approval of School Principal and Activities & Athletics Coordinator.

The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge the School Facility, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Organization \_\_\_\_\_

## 1. SITE APPROVAL

*(Superintendent and/or Athletic Director must complete this section)*

**Site Custodian Needed for Event:** ☐ Yes ☐ No

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_ Number of hours: \_\_\_\_\_

**Open/Closing required by on-call personnel:** ☐ Yes ☐ No

Facility Cost \$ \_\_\_\_\_ Custodial Cost \$ \_\_\_\_\_ **Total Amount Due \$** \_\_\_\_\_

See page 5

See page 5

Print Superintendent/Designee's Name \_\_\_\_\_

Superintendents or Designee Signature/Date \_\_\_\_\_

## 2. FOR PAYROLL SPECIALIST OFFICE USE ONLY

*Date Application Received:* \_\_\_\_\_

**Acknowledge Receipt of Incident Response Information by initial:** \_\_\_\_\_

☐ Approved ☐ Disapproved ☐ Date approval/denial letter sent out: \_\_\_\_\_

☐ Nonprofit status (copy of 501(C)(3) IRS letter) attached

☐ Certificate of Insurance with School District named as insured attached

☐ Required Permits from City/County/State/Federal \_\_\_\_\_

Print SSC Approvers Name \_\_\_\_\_

SSC Approvers Signature/Date \_\_\_\_\_

Total Amount Due \$ \_\_\_\_\_ Due date: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Date Payment Received: \_\_\_\_\_

Paid: ☐ Cash ☐ Check # \_\_\_\_\_

Received By: \_\_\_\_\_

# FACILITY COST

The Mosinee School District rents out various facilities throughout the year and has done so since opening. The rental pricing has remained consistent for at least the last 10 years regardless of the cost to repair facilities, new equipment cost and rising personnel costs. Many, if not all the rental fees are outdated, and the operating costs are not profitable. Below is a chart of the proposed charges for facility rentals.

	A minimum of 2 hours will be charged. Pricing per hour after 2 hour minimum		
	In-District Non-Profit	In-District for Profit or Out-of-District Non-Profit	Out-of-District For Profit
Sports Field (Turf softball, MHS Baseball, Football)	\$25/hr	\$25/hr	\$60/hr
Creske Library	\$20/hr	\$30/hr	\$60/hr
Creske Lobby (Birthday party) **Must pay custodial charge	\$20/hr	\$30/hr	\$60/hr
Cafeteria	\$20/hr	\$40/hr	\$60/hr
Gym with Locker Rooms **Must pay custodial charge for events	\$45/hr	\$60/hr	\$125/hr
Gym without Locker Rooms **Must pay custodial charge for events	\$25/hr	\$50/hr	\$100/hr
Classroom (Community Room & Yoga Room)	\$15/hr	\$20/hr	\$30/hr
Pool plus lifeguard wages	\$100/hr	\$150/hr	\$250/hr
Technician Charge	\$30/hr weekday \$45/hr weekend	\$30/hr weekday \$45/hr weekend	\$30/hr weekday \$45/hr weekend
Custodial Charge for Events	\$25/hr weekday \$37.5/hr weekend	\$30/hr weekday \$45/hr weekend	\$30/hr weekday \$45/hr weekend
Concession Stand	\$25/day	\$50/day	\$100/day
Auditorium	\$250/day	\$200/hour \$1000/day	\$400/hour \$2000/day

Tech Equipment Rental fee (Piano, more than one Microphone, etc)	\$25/hour \$100/day	\$25/hour \$100/day	\$30/hour \$150/day
*Daily rates apply if rental is more equal or greater than 4 hours; rented space is being used to store tenant property (merchandise, food, equipment, etc.) during event which renders the space not rentable by another tenant			
**Custodial charges will be billed by the hour from event open to close. For example, if your event starts at 6:00 pm and ends at 6:30pm, custodial charges will be equal to 2 hours (2 hr minimum). If you have multiple events, 10:00am to 1:00pm (3 hours) and 3:00pm to 5:30pm (2.5 hours), custodial charges will equate to a total of 7.5 hours. Out of scope cleaning will be charged at the custodial rate. Custodial charges will be charged based on the setup time and time to clean after the space has been vacated. Contact Mosinee School District staff to inquire as to what tasks may be defined as "out of scope".			
Mosinee School District employees who work over 40 hours during the pay week (currently Monday through Sunday) are paid at a time and a half rate. Overtime rental rates will be charged should MSD staff incur overtime as a direct or indirect result of an event.			