

Issue Paper

DATE: August 30, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Fort Wright Elementary's request to approve usage of Lakeside Christian Church facility theatre space.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Fort Wright Elementary Dram Club provides additional music, arts, and drama exposure to students in all grades after school. The drama club gives students an opportunity to be involved in the school community by participating in an extra -curricular activity. Fort Wright Elementary Drama Club requests permission to complete the Facilities and Usage Policy and Agreement with Lakeside Christian Church to utilize the theatres space in the church on November 17, 18, 19, 2021.

FISCAL/BUDGETARY IMPACT: \$495/ School Activity Fund (Drama Club)

RECOMMENDATION:

Approval to to use Lakeside Christian Church theatre space.

CONTACT PERSON:

Tina Wartman

Superintendent

Pfincipal/Administrator

District Administrator

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal -complete, print, sign and send to your Director. Director -if approved, sign and put in the Superintendent's mailbox.



FACILITIES USAGE POLICY & AGREEMENT ("Agreement")

Lakeside Christian Church, Inc., a not-for-profit corporation, strives to make its facilities available to persons, groups and organizations (collectively, "Groups") for meetings or other events, whenever possible. Lakeside Christian Church, Inc., together with its elders, trustees, officers, employees, members, agents and other representatives are herein collectively referred to as, the "Church".

GENERAL GUIDELINES AND REQUIREMENTS:

- 1. For purposes of this policy, any reference to "Facilities" includes the Church's real estate, buildings and personal property, including furniture and equipment, which is being used.
- 2. All requests for usage of the Facilities require approval by Lakeside Christian Church.
- 3. Every Group is required to abide by all Church guidelines, requirements and other restrictions then in effect regarding usage of the Church Facilities.
- 4. Users of the Facilities agree to use utmost care in the use of the Facilities and agree to leave the Facilities operational and in good and clean condition.
- 5. Each Group is required to complete and deliver to the Church's Operations Director a signed copy of this Agreement and the certificates of insurance described herein in an amount and in a form satisfactory to the Church.
- 6. While the Facilities are being used by Groups, the Church reserves the right to schedule Church activities and events in other parts of the Facilities.

LIABILITY AND PROPERTY DAMAGE INSURANCE:

Each Group must furnish to the Church a satisfactory certificate of public liability insurance coverage with a single liability limit of not less than \$1,000,000 and a satisfactory certificate of property damage insurance coverage with a single liability limit of not less than \$500,000.00, each certificate naming the Church as an additional insured.

USER RESPONSIBILITIES:

- 1. All Groups using the Facilities are expected to exercise reasonable care and judgment to prevent defacement, damage or breakage. The person(s) signing the Agreement for use shall be responsible for paying costs estimated or incurred by the Church in cleaning, repairing or otherwise refurbishing any part of the Facilities which, in the judgment of the Church, has been carelessly or irresponsibly subjected to more than normal wear and tear by the Group involved.
- 2. Decorations may not be attached to the walls or doors with anything that will damage the surface. All decorations must be removed immediately and completely following the event.
- 3. The Church works to maintain a safe and secure environment within the Facilities; however, no system is foolproof. We ask that all users pay close attention to personal property and valuables and not leave them unattended. The Church is not responsible for theft or damage to personal property.
- 4. Adequate adult supervision of children is required at all times on the Facilities and, in particular, for all children and youth events.
- 5. This Agreement may not be assigned. The transfer or passing on by any Group of permission to use the Facilities to any other persons or organizations is strictly prohibited.
- 6. Those using the Facilities must confine themselves to the areas provided for in their Agreement and the number of persons attending the event will not exceed the capacity limits of requested Facility areas.
- 7. Users may not take tables and/or chairs, and/or other items, from other rooms and/or areas of the Facilities.
- 8. The use of tobacco products, alcoholic beverages or drugs is strictly prohibited on Church premises.
- 9. For safety and security of the congregation and guests, the Church prohibits Groups and their guests from bringing guns, firearms, bows and arrows, explosives, flammable materials and other dangerous items onto the Facilities, unless specific permission is granted by the Church.
- 10. No activities or advocacy may take place within the congregation or the Facilities that conflict with the practices of the Church or its congregation and no Group (whether or not a Church member is affiliated with such organization or not) shall use the Facilities in any manner or for any purpose that is in conflict with or contradicts the Doctrinal beliefs, the mission or the principles of the Church.
- 11. All Groups agree that they will insure that all event participants leave the Church's Facilities after the event.
- 12. Those using the Facilities agree to release, protect, defend, indemnify and hold harmless the Church from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney's fees and other legal costs), relating to property damage or personal injury, directly or indirectly arising out of their use of any Lakeside Christian Church facilities.



FEES:

All events require a Church approved "Facilities Person" to be on-site during the event. This Facilities Person will open/close the building, assist with set up/tear down and make sure the area is left "worship ready". Events that are large may require more than one Facilities Person to be on site. If the Auditorium is being requested, a qualified sound technician assigned by Lakeside Christian Church must be scheduled. There is a separate fee for this service.

All fees must be paid in full to secure the date of your event.

Facilities Fee - \$25 - \$1,000/room during the normal scheduled hours. The Facilities Fee may vary depending on the use, size of group and timing. The Operations Director or Facilities Manager will set fee for each event.

Facilities - \$20/hr per person

Media Specialist – \$25/hour. Minimum of \$75

A signed copy of this Facilities Policy and Usage Agreement is required from any Group wishing to use the Facilities. It is by no means intended to cover every facet of use of the Church's Facilities. This Agreement supersedes all prior oral or written statements regarding the specific subject matter hereof. No Church representative has any authority to waive or enter into any agreement or arrangement contrary to the guidelines, responsibilities requirements, restrictions and other provisions of this Agreement without the express written approval.

LAKESIDE CHRISTIAN CHURCH

FACILITIES USAGE POLICY AND AGREEMENT

O GROUP/ORGANIZATION	PERSON	
ADDRESS		
PHONE NUMBER(S)		
DATE(S) AND TIMES(S)		
NATURE OF MEETING/EVENT		
ROOM(S) BEING RESERVED		
BUILDING USAGE FEE	FACILITIES MEMBER FEE	MEDIA
TOTAL FEES:		

AGREEMENT

The above-named persons, group and/or organization (1) acknowledges receipt from Lakeside Christian Church of this Facilities Usage Policy, and Agreement and **has read**, fully understands and agrees to all guidelines, requirements, restrictions and other provisions set forth herein; and (2) requests usage of Church's Facilities as indicated above and (3) accepts, agrees to, and will in all respects fully and timely comply with the terms of this Facilities Usage Policy and Agreement in connection with such usage along with such additional requirements and restrictions as may be communicated on behalf of the Church to the above-named persons, group and/or organization prior to or in the course of such usage.

SIGNATURE OF PERSON/AUTHORIZED REPRESENTATIVE	DATE
PRINT NAME	TITLE
ACCEPTED BY LAKESIDE CHRISTIAN CHURCH:	
SIGNATURE	DATE
PRINT NAME	TITLE
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