

Facility Rental Guidelines



Cape Coral Charter School
Authority

Cape Coral, Florida

PURPOSE

The purpose of this procedure is to establish the rules, conditions, and fees under which Cape Coral Charter School Authority facilities including grounds may be used in accordance with Board Policy.

PROHIBITED USES

- A. Cape Coral Charter School Authority facilities shall not be used for any use inconsistent with Board policy, administrative procedures, and State or Federal law.
- B. Cape Coral Charter School Authority facilities shall not be used for any activity which would damage school facilities or grounds beyond normal wear and tear or for any activity which would interfere with system activities or operations.

SCHEDULE OF FEES

The Superintendent shall develop and approve a schedule of fees for the use of Cape Coral Charter School Authority facilities, as set forth in Exhibit A. The Superintendent may adopt changes to the schedule of fees as appropriate. The schedule of fees shall consider costs associated with the use of Cape Coral Charter School Authority facilities such as, custodial services, energy consumption, security, maintenance and repair (particularly of athletic facilities). The schedule of fees shall be applied to the categories of renters as follows:

ELIGIBLE RENTERS AND APPLICABLE FEES

A. **Category A: Internal Organizations**

- 1. Cape Coral Charter School Authority sponsored parent groups, such as the School Advisory Council (SAC) and parent/teacher organizations, such as the PTO, PTA, and Booster Clubs.
- 2. Board and Cape Coral Charter School Authority schools and administrative offices that may require use of a system facility for mission-related activities or functions.

Fees – Eligible for Fee Waiver

B. **Category B: Other Governmental Agencies**

- 1. Governmental agencies, such as local municipal, county, State, and Federal agencies.
- 2. Public meetings sponsored by governmental agencies.
- 3. State universities and colleges and community colleges.
- 4. Athletic, recreation, or other programs sponsored or supported by local governmental agencies.

Fees

- 1. No rental fee shall be charged to Category B renters when reciprocal use agreements exist between Cape Coral Charter School Authority and the renter and when the value of the reciprocal use is approximately

equal, however, applicable custodial, A/V technician, security and other fees shall be charged at the full rate.

2. In the absence of reciprocal use agreements, or in the event that the value of the reciprocal use is not approximately equal, the Superintendent is authorized to negotiate and approve a fee that is acceptable to both parties.
3. No rental fee shall be charged for athletic, recreation, or other programs sponsored or supported by local governmental entities, however, applicable custodial, A/V technician, security and other fees shall be charged at the full rate.

C. Category C: Non-Profits (Participants are NOT charged fees.)

Not-for-profit organizations qualified under State or Federal law, student groups and clubs that are not Cape Coral Charter School Authority sponsored and parent groups that are not Cape Coral Charter School Authority sponsored which meet all the following criteria:

1. they primarily serve Cape Coral Charter School Authority students of compulsory school attendance age;
2. their primary aim is the development of educational, athletic, social, and/or self-improvement skills;
3. they charge no fees other than normal membership dues and costs of any supplies and materials that the students may consume in the program/event;
4. the frequency of use of Cape Coral Charter School Authority facilities is no more than twice per week;
5. the organizers, supervisors, administrators and any other people involved with the event or program are unpaid volunteers, however, referees may be paid for sporting events and programs; and
6. they have signed a Certification Form stating that the organization meets all the requirements to qualify as a Category C renter.

Fees – Eligible for Fee Waiver, however, applicable custodial, A/V technician, security and other fees shall be charged at the full rate.

D. Category D: Non-Profits (Participants are charged fees.)

1. Not-for-profit organizations qualified under State or Federal law which meet all of the following criteria:
 - a. they primarily serve Cape Coral Charter School Authority students of compulsory school attendance age;
 - b. their primary aim is the development of educational, athletic, social, and/or self-improvements skills;

- c. they provide after school or summer child care programs combined with academic or athletic development activities for Cape Coral Charter School Authority students or provide tutorial or other educational, cultural, or academic after-school programs for specific schools; and
 - d. the Superintendent or Designee has approved granting the organization a preferred rate designation.
- 2. They have signed a Certification Form stating that the organization meets all the requirements to qualify as a Category D renter.

Fees – A preferred rate of one-half (1/2) the standard rental rates shall be charged in accordance with the schedule of fees, however, applicable custodial, A/V technician, security and other fees shall be charged at the full rate.

Additionally, the maximum fee for a multi-day event will not exceed three thousand dollars (\$3,000). Multi-day events can last no longer than nine (9) months.

E. Category E: All Other Renters

- 1. Any other organizations or groups, other student groups and clubs and parent groups that do not qualify as a Category C or D renters.
- 2. Any Category B, C, or D renter when:
 - a. conducting fund-raising events, and when less than 100% of the gross receipts are retained by or provided to the Cape Coral Charter School Authority or school; or,
 - b. performing certain fund-raising activities, such as:
 - 1) charging for admission, soliciting contributions for admission, or requiring any tangible thing of value to participate in the activity for which the facility is being requested; or,
 - 2) requiring any donation of money or other tangibles of monetary value; or,
 - 3) selling or bartering any tangible thing of monetary value.

Fees – A fee shall be charged at the standard rental rates, including any applicable custodial, A/V technician, security and other fees, in accordance with the schedule of fees.

SCHEDULING AND PRIORITY OF USE

- A. Facilities may be scheduled no less than two (2) weeks and no more than one (1) year in advance. All scheduling must be coordinated with the school or facility being rented.
- B. See Board Policy for further details.

RESTRICTIONS

The following restrictions apply to all categories of renters.

- A. Renters must comply with all applicable Cape Coral Charter School Authority policies and procedures.
- B. Renters shall not: (1) use, remove, reposition, replace, move, or otherwise disturb any Cape Coral Charter School Authority equipment or property; (2) make any physical changes to the facilities, buildings, or grounds; or (3) affix or hang pictures, posters, signs, or other items on Cape Coral Charter School Authority facilities.
- C. Renters shall not tamper with or adjust any security, fire protection equipment, fire alarms, intercoms, thermostats, light or air conditioning timers or any other electrical, communication, or control systems.
- D. The consumption of alcoholic beverages, use of illegal drugs, and carrying of firearms (except by law enforcement and JROTC personnel) are strictly prohibited. All property owned by Cape Coral Charter School Authority, including all interior and exterior spaces within the property boundaries, shall be smoke and tobacco free. Per Florida Statute, no gambling or games of chance permitted on Cape Coral Charter School Authority property.
- E. Renters must remove any materials and items brought into the facility and must make reasonable efforts to clean rooms and areas used or return them to their pre-use condition.
- F. Blocking of fire doors or means of egress is prohibited.
- G. Renters will not sublease the facilities or allow any use other than that for which the lease was approved, except as may be provided for in governmental interlocal agreements.
- H. Renters will not be provided keys to any Cape Coral Charter School Authority facility, except as may be provided for as part of governmental inter-local agreements.
- I. Renter shall not allow play on cafeteria tables or other furniture.
- J. Renters shall not produce an open flame(s) (e.g., the burning of candles is prohibited).
- J. Renters shall not train or exhibit animals, except as part of Cape Coral Charter School Authority approved curriculum.

GENERAL GUIDELINES AND CONDITIONS

The following apply to all categories of renters except where indicated.

- A. Cape Coral Charter School Authority personnel, custodians, or approved volunteers must be present at all times the facility is being used. Use of the facility may be denied if sufficient school staff is not available to monitor the use.
- B. All renters must complete and submit a Facility Rental Agreement and do so at least ten (10) working days (two (2) weeks) prior to the requested date. Facility Rental Agreements are available on the Cape Coral Charter School Authority website www.capecharterschools.org. Lease requests will include details regarding the purpose of the requested use, date(s) and hours requested, and the specific facilities requested (number of classrooms, etc.). Tax-exempt numbers must be provided when claiming tax-exempt status.

- C. Any fees must be paid in advance unless other billing arrangements are made and approved by the Superintendent.
- D. Cancellation notice must be given by renters at least seventy-two (72) hours in advance. Fees will be refunded if such notice is given to the school or facility being rented. The school or facility being rented will coordinate the refund with the Cape Coral Charter School Authority Business Manager. The Cape Coral Charter School Authority reserves the right to cancel any lease and refund fees as determined by the Superintendent at any time and for any reason.
- E. All renters must provide reasonable supervision and shall be financially liable for all damage to facilities resulting from their use.
- F. All renters must assume all liability, provide proof of liability insurance, and hold Cape Coral Charter School Authority and Board harmless for any and all damages or injuries that result from the use of the facility. Proof of insurance must be provided at the time of application, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The renter shall present a certificate of insurance listing the Cape Coral Charter School Authority City of Cape Coral as a certificate holder and additional insured.
- G. Renters will be responsible for any and all damages to or theft of Cape Coral Charter School Authority property and shall reimburse Cape Coral Charter School Authority in an amount determined by the Superintendent in accordance with established accounting principles. Failure to reimburse the Cape Coral Charter School Authority shall disqualify the renter from any further use of Cape Coral Charter School Authority facilities.
- H. Renters shall be responsible for supervising the conduct and control of all patrons and participants and shall ensure that all applicable laws and Board policies and procedures are strictly obeyed.
- I. Violation of this procedure, or any other applicable Board Policy or procedure during the use of Cape Coral Charter School Authority facilities, may subject the renter to immediate revocation of the lease and refusal of permission to use Cape Coral Charter School Authority facilities in the future.
- J. Renters of Cape Coral Charter School Authority facilities must take responsibility for safety when dangerous lightning weather conditions are present. Renters of outdoor Cape Coral Charter School Authority facilities (fields, courts, playground areas, etc.) must cease activities, vacate the area, and take appropriate safe shelter in available vehicles if 1) lightning is seen, 2) thunder is heard, or 3) a lightning warning is issued. In the event that lightning was seen or thunder was heard, renters may resume outdoor activities on Cape Coral Charter School Authority facilities only after the dangerous weather conditions have cleared the area. Renters may resume outdoor activities on Cape Coral Charter School Authority facilities only after the all clear signal has been given.

APPROVAL AUTHORITY

Facility lease requests that meet the procedures contained herein may be approved by the Superintendent or authorized designee. The Superintendent or his/her Designee shall be authorized to make reasonable interpretations of the foregoing procedures regarding use of Cape Coral Charter School Authority facilities.

Exhibit A

SCHEDULE OF FEES

(Checks made payable to the Cape Coral Charter School Authority)

STANDARD RATES – Subject to a daily maximum rate of 8 hours

Type of Facility	Hourly Rate	
	(3 hour minimum)	Per day
Basic Classroom	\$25	\$100
Cafeteria (without use of kitchen)	\$40	\$200
Cafeteria (with use of kitchen)	\$60	\$300
Small Multi-Purpose Room	\$25	\$100
Media Center/Special Purpose Classroom	\$40	\$200
Gymnasium	\$100	\$500
Athletic Fields (no lights)	\$40	\$200
Athletic Fields (with lights)	\$50	\$300
Parking Lot/Airnasium	\$25	\$100

PREFERRED RATES

1. Preferred rates shall be one-half (1/2) of the standard rental rates, however, applicable custodial, A/V technician, security and other fees shall be charged at the full rate.
2. Preferred renters providing both before school and after school programs on the same day shall have the total hours of use for the day rounded to the quarter hour interval for purposes of determining the rental rate charges.
3. For preferred renters, the maximum fee for a multi-day event will not exceed three thousand dollars (\$3,000). Multi-day events can last no longer than nine (9) months.

OTHER FEES AND REQUIREMENTS

- A. Custodial fees are \$30 per hour. They will be charged when:
 - 1. Custodians are required to work outside their normal duty hours;
 - 2. The administrator determines that the custodians cannot fulfill their normal job assignments and also complete the services required for a particular facility use.
- B. If the renter requests staff (other than custodial) to be present or if the administration determines that additional staff must be on site, an additional fee of \$20.00 per hour will be charged when:
 - 1. Staff are required to work outside their normal duty hours;
 - 2. The administrator determines that the custodians cannot fulfill their normal job assignments and also complete the services required for a particular facility use.
- C. If special set ups are required for cafeteria or multi-purpose rooms, an additional fee of \$120 shall be charged.
- D. If scoreboard operators are required, an additional fee of \$16.00 per hour will be charged.
- E. Cafeteria Guidelines: Any use of school food service kitchen facilities by any non-school group shall be subject to the recommendation of the Principal and the approval of the Superintendent or Designee and shall, if approved, require the presence of the Manager or the Manager's designee and be subject to the staff fee.

FACILITY RENTAL AGREEMENT

Name of Renter: _____ Renter's Address: _____

Primary Contact: _____ Phone #: _____

Category: _____

School Being Rented: _____ Expected # of Attendees: _____

Date of Rental: _____ Reoccurring: _____

Description of Activity: _____

#1 – Facility Being Rented: _____ # of hours _____ Rental Fee: _____

#2 – Facility Being Rented: _____ # of hours _____ Rental Fee: _____

Custodial Fee (\$30/Hour)

**ALL RENTALS REQUIRE A THREE (3) HOUR MINIMUM CHARGE, WITH
ADDITIONAL HOURS CHARGED AT THE SPECIFIED HOURLY RATE,
SUBJECT TO A DAILY MAXIMUM RATE OF EIGHT (8) HOURS.**

TOTAL CHARGE FOR RENTAL:

**The above rental fee is required and due to the Cape Coral Charter School Authority TWO (2) WEEKS
BEFORE the date of the event. Make check payable to: CAPE CORAL CHARTER SCHOOL AUTHORITY.**

Are you a governmental agency? Yes If yes, assumption of liability is required.
No If no, a hold harmless agreement is required.

**Insurance must be provided by all renters, and a certificate of insurance must be attached.
Please refer to the facility rental guidelines for rental requirements.**

-The undersigned renter must attach a certificate of insurance, clearly identifying the Cape Coral Charter School Authority and City of Cape Coral as the additional insured, with minimum limits of liability insurance of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

-The undersigned renter is required to comply with Cape Coral Charter School Authority guidelines and is financially responsible for missing items and/or damage to equipment and facilities resulting from the above rental.

Signature of Renter: _____ Date: _____

Signature of Principal: _____ Date: _____

Signature of Superintendent/Designee: _____ Date: _____

*****FOR OFFICE USE ONLY*****

PAYMENT RECEIVED IN ADMINISTRATION OFFICE: _____ Date: _____ Amount: _____

By: _____ Receipt No: _____

CAPE CORAL CHARTER SCHOOL AUTHORITY

USE OF CAPE CORAL CHARTER SCHOOL AUTHORITY FACILITIES

ADMINISTRATIVE PROCEDURE FOR BOARD POLICY

CERTIFICATION FORM - CATEGORY C

Not-for-profit organizations qualified under State or Federal law that exist primarily to serve the educational needs of children which meet all of the following criteria:

- A. They primarily serve City of Cape Coral Charter School Authority students of compulsory school attendance age.
- B. Their primary aim is the development of educational, athletic, social and self-improvement skills.
- C. They charge NO FEES other than normal membership dues and costs of any supplies and materials that the students may consume in the program/event.
- D. The entire proposed use occurs when school personnel or custodians are normally present or school personnel, approved by the applicable principal, are present during the time of use.
- E. The frequency of use of City of Cape Coral Charter School Authority facilities is no more than twice per week.
- F. The organizers, supervisors, administrators and any other people involved with the event or program are unpaid volunteers; however, referees may be paid for sporting events and programs.

Not-for-profit organizations that do not meet the above criteria shall be charged in accordance with the approved schedule of fees. Organizations must pay the other charges when applicable.

CERTIFICATION

This is to certify that the below listed not-for-profit organization meets all criteria as described above. The organization understands that a budget detailing all expenditures as well as verification of the event registration fee and number of participants may be requested.

Signature

Title

Organization

Date

CAPE CORAL CHARTER SCHOOL AUTHORITY

USE OF CAPE CORAL CHARTER SCHOOL AUTHORITY FACILITIES

ADMINISTRATIVE PROCEDURE FOR BOARD POLICY

CERTIFICATION FORM - CATEGORY D

Not-for-profit organizations qualified under State or Federal law that exist primarily to serve the educational needs of children which meet all of the following criteria:

- A. They primarily serve Cape Coral Charter School Authority students of compulsory school attendance age.
- B. Their primary aim is the development of educational, athletic, social and self-improvement skills.
- C. They charge FEES other than normal membership dues and costs of any supplies and materials that the students may consume in the program/event.
- D. The entire proposed use occurs when school personnel or custodians are normally present or school personnel, approved by the applicable principal, are present during the time of use.
- E. They provide after school or summer child care programs combined with academic or athletic development activities for District students or provide tutorial or other educational, cultural, or academic after-school programs for specific schools.

Not-for-profit organizations that do not meet the above criteria shall be charged in accordance with the approved schedule of fees. Organizations must pay the other charges when applicable.

CERTIFICATION

This is to certify that the below listed not-for-profit organization meets all criteria as described above. The organization understands that a budget detailing all expenditures as well as verification of the event registration fee and number of participants may be requested.

Signature

Title

Organization

Date

FACILITY RENTAL CHECKLIST



Secure Principal's or Administrator's permission for facility rental to take place

- *The Facility Rental Guidelines and forms can be found at www.capecharterschools.org*
- Review the Facility Rental Guidelines and complete appropriate forms pertaining to the client. All forms must be signed by the appropriate parties.
- Compute charges based upon specific directions included in the Guidelines.
- The Renter must complete the Facility Rental Agreement and either the Hold Harmless Agreement or Assumption of Liability. If applicable, they must also complete the Request for Waiver or Reduction of Fees and Certification Form.
- Submit the check for the rental fee and it will be returned if the Waiver is approved.
- No Hold Harmless Agreement is required for Cape Coral Charter School Authority, City of Cape Coral or school-affiliated entities.



Obtain Certificate of Liability Insurance from Renter with **Cape Coral Charter School Authority named as Additional Insured and certificate holder.**



Collect total rental charges from Renter

- If charges are to be billed separately, include statement to that effect
- **NOTE: Checks may not be sent through Interoffice Mail. Use US Postal Service instead. A copy of the check may be sent with completed packet through Interoffice Mail.**



Send all paperwork and rental fees to Cape Coral Charter School Authority at 3519 Oasis Blvd, Cape Coral, FL 33914 ATTN: Mary Anne Moniz. You may submit the forms via email: maryanne.moniz@capecharterschools.org

ALL RENTAL FORMS AND FEES SHOULD BE COMPLETED AND FORWARDED TO MARY ANNE MONIZ 14 DAYS PRIOR TO THE FACILITY RENTAL DATE.

**IF YOU HAVE ANY QUESTIONS PLEASE CONTACT MARY ANNE MONIZ AT
424-6100 EXT 418 OR MARYANNE.MONIZ@CAPECHARTERSCHOOLS.ORG.**

Cape Coral Charter School Authority
Request for Waiver/Reduction of Rental Fees
Facility Rental Agreement

According to Board Policy, Use of Facilities, the Superintendent or designee is authorized to waive or reduce the fee when the organization using the facility will provide some benefit to the Cape Coral Charter School Authority through or as a result of the activity conducted during use of the facility. The proposed event/activity will benefit the Cape Coral Charter School Authority by:

Therefore, I am requesting a waiver/reduction of the facility rental fee for the event/activity outlined on the attached Facility Rental Agreement because I am a:

Category A: Internal Organization (waiver requested)

Category B: Other Governmental Agency (waiver requested) (Attach applicable interlocal agreement.)

Category C: Non-Profit - Participants Not Charged Fees (waiver requested) (Attach Non-Profit status form)

Category D: Non-Profit - Participants Are Charged Fees (reduction requested) (Attach Non-Profit status form)

I understand that any applicable custodial fees, A/V technician and/or special events insurance policy premiums must still be paid and are not subject to waiver or reduction.

Signature of Renter: _____

Name of Renter: _____

Name of Organization: _____

Non-Profit: **Yes** **No** **FEI/EIN#**

Cost to Participate in Activities: **Yes** **No**

Signature of Principal/Designee: _____ **Date:** _____

Name of Principal/Designee: _____

Name of Facility: _____

Support Request: **Yes** **No**

The requested waiver/reduction of facility rental fees is: **Waived** **Reduced (50%)** **Denied**

Signature of Superintendent or Designee _____ **Date:** _____

Please attach this waiver/reduction request to the completed
Facility Rental Agreement and forward to
Cape Coral Charter School Authority, Business Manager
CAPE CORAL CHARTER SCHOOL AUTHORITY

ASSUMPTION OF LIABILITY AGREEMENT

The undersigned, in consideration for renting and/or using certain space owned by CAPE CORAL CHARTER SCHOOL AUTHORITY, CAPE CORAL, FLORIDA which rental and/or use of space shall be on

Date: _____ at the following location, _____

Location: _____

does hereby agree to assume liability for the negligent acts of its officers, employees, and agents during rental and/or use of said property, and will defend all claims, causes of action, damages, suits, or other actions which any person may pursue based on the negligent acts of its officers, employees, or agents alleged to have occurred during the said rental and/or use of the Cape Coral Charter School Authority's property. The undersigned assumes no liability beyond that allowed by 768.28, Florida Statutes.

Name of Agency: _____

By: _____

Title: _____

Signature: _____

Date: _____

CAPE CORAL CHARTER SCHOOL AUTHORITY HOLD HARMLESS AGREEMENT

The undersigned, in consideration for renting and/or using certain space owned by CAPE CORAL CHARTER SCHOOL AUTHORITY, CAPE CORAL, FLORIDA, which rental and/or use of space shall be on

Date: _____ at the following location, _____

Location: _____

does hereby agree to, and does hereby hold the said Cape Coral Charter School Authority harmless from any and all claims, causes of action, demands, suits, or other actions and attendant attorney fees and litigation costs which any person may pursue against the said Cape Coral Charter School Authority arising out of said rental, use or occupancy by the undersigned, which any said person may make or prosecute against the said Cape Coral Charter School Authority by reason of any action or negligence on the part of or by the undersigned, its agents or employees. This agreement should not be subject to technical defenses, it being understood that the purpose and intent of this agreement is to indemnify and hold the Cape Coral Charter School Authority harmless from any and all claims, of any person, as a result of negligent action or rental use of the above described premises by the undersigned, its agents or employees.

Name of Renting Organization: _____

By: _____

Title: _____

Signature: _____

Date: _____