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Guidelines for use of School Facilities  
Stillwater Public Schools  
March 23, 2021

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## FACILITY USE POLICY (GK)

The Stillwater Board of Education believes that the first priority in the use of its school property is the education of children in the district. However, local citizens are encouraged to use the property for other reasonable general public use including religious, political, literary, community, cultural, scientific, mechanical, agricultural, or parental involvement purposes.

The school district will make property available for public use to rent before or after normal school hours, on weekends, or during school vacations. Specific property that will be open includes gymnasiums, auditoriums, cafeterias, outdoor stadiums, etc. The school district will not provide supervision during these hours and any use should be carefully monitored by parents or legal guardians.

The school district will not serve as an emergency shelter for patrons during weather emergencies when the building is closed. Animals will not be permitted in the school district's areas of refuge other than service animals.

If the school renders emergency care, aid, shelter, or other assistance during a national disaster or catastrophic event, the school district shall not be liable for damages resulting from the rendering of the emergency care, aid, shelter, or other assistance unless the damage was caused by gross negligence or willful or wanton misconduct of the individual or entity rendering the emergency care, aid, shelter or assistance.

The board shall exercise its authority to fix and collect rentals, rates, and charges for the occupancy or use of school property in such amounts and in such manner as may be determined.

The superintendent or the superintendent's designee will establish rules and regulations in support of this policy. The rules and regulations will require evidence of appropriate liability insurance coverage. The school district will not permit the use of school property or equipment by any person or organization that does not furnish evidence of sufficient insurance coverage as described later in the document.

No school equipment will be lent to individuals, organizations or other schools without permission from the principal.

Facility Use Forms are required of all individuals or groups seeking permission to use SPS facilities and will be submitted for approval to appropriate building level administrator. Fees that apply will be determined by Stillwater Public Schools Board of Education. This includes Stillwater Public School employees who tutor students on an individual basis for compensation regardless of athletic or academic component. Opportunities for tutoring will be made available to all students. Preferential treatment shall not be shown to students receiving individual tutoring.

A facilities rental handbook, containing usage rules and contracts, is available at each site's office.

## USE OF THIS GUIDE

This handbook contains descriptions of the types of organizations permitted to use SPS facilities, a description of those facilities, and current rates associated with facility use. Enclosed forms and rates may change without notice. Please check the SPS website, [www.stillwaterschools.com](http://www.stillwaterschools.com), for the current edition of this information.

## USE OF SCHOOL PROPERTY REGULATIONS

Any individual applying for the use of school property on behalf of any society, group, or organization shall be a member of such applicant group and must present written authorization from such applicant group to make such application.

It is the responsibility of the individual/organization to provide proof of liability insurance before using any facility or transportation equipment. A copy of the individual/organization's liability insurance shall be maintained on file in the district administration office. This includes Stillwater Public School employees who tutor students on an individual basis for compensation regardless of athletic or academic component.

Persons or organizations must obtain forms from the building/facility they are requesting to rent. The application must be submitted at least one week in advance. Return the forms to the office facility intended for use.

If a rental charge is required, it shall be paid in the district business office. All checks shall be made payable to: Stillwater Public Schools.

School property shall not be available on occasions or during hours that have been scheduled in advance by the various school principals for school exercises or functions in connection with regular school work.

Persons or organizations using school property that include a stage and stage equipment shall not be permitted to remove or displace furniture or apparatus. Pianos shall not be moved on or off the stage, except under the direction of the district personnel in charge.

Access to rooms or facilities, including playing fields, other than approved by application, shall not be permitted.

**No intoxicants or narcotics** shall be used in or about school buildings, premises, and transportation equipment, including playing fields; nor shall profane language, quarreling, fighting, or gambling be permitted.

**Smoking on school property is prohibited.** Violations of this rule by any organization during occupancy shall be sufficient cause for denying further use of school premises to the organization. The school district's policy regarding tobacco use will be provided, which discloses the district's rules regarding tobacco products on school premises.

Juvenile organizations must have adequate adult sponsorship and supervision.

The person or group receiving the permit shall be responsible in case of loss or damage.

No preparation shall be used on the floors at any time by groups using a building for dancing.

A school employee must be on the school grounds at all times when facilities are being used by outside groups. When custodians are normally not on duty, any group using school facilities must reimburse the school for all employment costs incurred by the district for such employment of school personnel, in addition to any rental fee as prescribed. The custodian is paid at his/her time and one-half rate and will be included in applicable charges in order to run through SPS payroll.

In the event of severe weather, the school employee on duty will provide appropriate communication to the individual/group using school facilities utilizing the Stillwater Public School Emergency Response Procedures Manual.

All functions must close by midnight unless special arrangements have been made with the school principal.

The school district reserves the right to reschedule any or all school property for another purpose or group should a priority need arise.

#### During School Hours

School buildings, property, or equipment may be used only by student groups for student group meetings or activities that are related to the curriculum during normal school hours. Such use shall be arranged according to the official school schedule.

The use of school buildings, property, or equipment by students during normal school hours shall be free of charge. The building custodian and a member of the faculty must be present at the school.

#### During Non-School Hours

School buildings, property, or equipment must be made available to student or non-student groups for non-curriculum use of a general public interest during non-school hours. A schedule of fees, rates, and charges is outlined.

These regulations shall be made available to applicants and the observance of these regulations is a condition of the use of the facilities.

## RENTAL CATEGORIES FOR ORGANIZATIONS

Listed below are descriptions of organizations who may want to rent school facilities and the types of fees that may be levied for each.

### ***CLASS I***

(NO CHARGE) (PERSONNEL CHARGES MAY APPLY)

All SPS approved school-affiliated activities and organizations, including student organizations, alumni organizations, all staff organizations among employees, and all community organizations within SPS directly affiliated with the schools (Stillwater Public Education Foundation, PTA's and PTO's, booster clubs, SEA, SESPA, sponsored clubs, etc.) Youth organizations (Boy Scouts, Girl Scouts, etc.)

### ***CLASS II***

(PERSONNEL, EQUIPMENT, RATED FACILITY CHARGES)

All SPS approved activities and events hosted and/or supervised by SPS employees, including certified staff, stipend and lay coaches. SPS approved activities and events are those whose purposes in some degree parallel those of the schools that are an extension above and beyond the approved activity in which the SPS employee receives compensation.

### ***CLASS III***

(PERSONNEL, EQUIPMENT, RATED FACILITY CHARGES)

Community groups within Stillwater (YMCA, Stillwater Youth Baseball Association, Stillwater Youth Football Association, Stillwater Area Sports Association, etc.) which are supported by voluntary contributions and whose purposes in some degree parallel those of the schools: nonprofit, private schools within Stillwater and their affiliated organizations; colleges, and universities; groups for non-profit, religious, charitable, philanthropic, or civic uses, and which **do not charge** a spectator admission to attend the event being held at an SPS facility.

### ***CLASS IV***

(PERSONNEL, EQUIPMENT, RATED FACILITY CHARGES)

Community groups within Stillwater (YMCA, Stillwater Youth Baseball Association, Stillwater Youth Football Association, Stillwater Area Sports Association, etc.) which are supported by voluntary contributions and whose purposes in some degree parallel those of the schools: nonprofit, private schools within Stillwater and their affiliated organizations; colleges, and universities; groups for non-profit, religious, charitable, philanthropic, or civic uses, and which **do charge** a spectator admission to attend the event being held at an SPS facility or are using an SPS facility to host a revenue producing event.

### ***CLASS V***

(PERSONNEL, EQUIPMENT, RATED FACILITY CHARGES)

For-profit groups/organizations within and outside of Stillwater.

## RESPONSIBILITY OF THE APPLICANT

### GENERAL

1. A Certificate of Insurance with a minimum \$1,000,000.00 combined single limit is required to use SPS facilities and must accompany the rental applications.
2. Automated external defibrillators are installed in every school. The location of the AED is marked on the map provided by the school. Because of the lag time that could occur between finding someone unconscious and the alarm company calling the paramedics, **RESCUERS MUST ALSO CALL 911 IMMEDIATELY AFTER FINDING THE UNCONSCIOUS PERSON.** SPS requires that the AED be used by someone trained in Cardio Pulmonary Resuscitation and AED usage.
3. The organization's supervisor or designated representative must remain on-site during the entire activity, and have in his/her possession a copy of the permit or rental agreement.
4. Organizations must supply ample supervision for activities involving minors. A suggested guideline is one supervisor for every ten (10) minors. Supervisors are responsible for maintaining order and control of minors during the activity. Congregating and loitering in the hallways and other parts of the building not rented for use is strictly prohibited.
5. Organizations and the facility representative are responsible for assessing the condition of the rental space. If either the applicant or the facility representative feels that unsafe conditions exist, the facility representative will contact the SPS Director of Maintenance, to make the final decision as to event continuation.
6. Organizations are responsible for all damages to buildings, equipment, grounds, and fixed assets at current market price for materials and labor from any actions directly or indirectly arising out of or in connection with the said use of school facilities.
7. Organizations are not allowed to sublease their space.
8. Any injury must be reported to the facility representative immediately. A completed accident report will be required.
9. In the event that a date needs to be cancelled, notification can be made by telephone, but must be confirmed in writing by mail or fax to the school office, Attention: Facility Rental Contact, not less than three (3) working days prior to cancellation date. This will hold true, unless there are unique circumstances beyond the control of the renter.
10. Organizations will be committed to the personnel charges and time slots they have applied for, after final approval and charges have been assigned. If your organization fails to adhere to the time slots applied for, without prior notification to the facility, you will be billed for any costs that are associated with set-up of an event, as well as the facility portion of the rental fee. If your facility use requires the presence of District and/or food service personnel, a minimum two-hour personnel charge will apply.

11. Organizations are expected to pay facility and/or personnel charges in accordance with the Rental Categories for Organizations.

12. Organizations are responsible for adhering to all provisions of this facility use policy. Organizations violating policy may be subject to the following procedure:

a. First violation - The building will contact the organization and notify the Assistant Superintendent of Operations.

b. Second violation – The Assistant Superintendent of Operations will contact the organization.

c. Third violation – The Assistant Superintendent of Operations will follow up with appropriate action, to be decided on a case-by-case basis.

d. After the first violation, organizations may be required to submit a security deposit before the next scheduled rental date.

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#### RESPONSIBILITIES OF APPLICANT REQUESTING USE OF ATHLETIC FIELD(S)

1. Cancellation policy

Applicant will be charged for all dates listed on the contract unless applicant notifies the school's facility rental contact by telephone or by fax of cancellations not less than three (3) working days prior to cancellation date. Notifications by telephone must be confirmed in writing.

2. Billing conflicts

In the event of a billing dispute, unless there is proof that the facility was notified of the cancellation, the invoiced amount will be due.

3. Scheduling

To avoid conflicts with other groups on the practice field(s), applicant must advise the school's facility rental contact of any and all changes in scheduling.

4. Damage to field(s)

Applicant is expected to assess condition of field(s) with the Head Custodian **prior** to use of the field(s), and again after the last day of use. Applicant will be liable for costs incurred to repair field(s) due to extraordinary wear and tear determined by the District to have been caused by the applicant, e.g. activities on field(s) soaked by precipitation; stationary equipment which causes undue stress on a particular area of the field(s).

The District reserves the right to cancel activities due to unsatisfactory field conditions.

5. Organizations are responsible for adhering to all provisions of this facility use policy. Organizations violating policy may be subject to the following procedure:

a. First violation - The building will notify the organization and the Director of Maintenance of problems that have occurred.



b. Second violation - The Assistant Superintendent of Operations will contact the organization.

c. Third violation –The Assistant Superintendent of Operations will follow up with appropriate action, to be decided on a case-by-case basis.

d. After the first violation, organizations may be required to submit a security deposit before the next scheduled rental date.

## RENTAL PROCEDURES

Contact the desired school to determine availability, and to acquire guidelines and application. Obtain insurance, following the specifications found below. Submit the following to the school for approval and scheduling:

- \*Completed Application (see appendix)
- \* Signed Hold Harmless Agreement (see appendix)
- \* Required Certificate of Insurance
- \* Signed Acceptance of Terms form (see appendix)

## INSURANCE PROVISIONS

The rental applicant shall provide a Certificate of Insurance naming Stillwater Public Schools as additional insured.

The certificate should contain a thirty (30) day notification provision to the certificate holder prior to cancellation or modification of the policy.

Required Limits:

Comprehensive	General
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

## SPECIAL FACILITIES

Other than typical school spaces that may be rented (classrooms, libraries, elementary gyms, elementary cafeterias, etc.), SPS rents four venues that are unique in nature and rental rates.

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## PERFORMING ARTS CENTER

The Stillwater Performing Arts Center (hereinafter referred to as “SPAC”) contains a 1200 seat auditorium, black box theater, large and small music practice rooms and a sunlit foyer (see appendix for layout). Any and all spaces are available for rent.

SPAC is operated by Stillwater Public Schools for the primary purpose of serving the education needs of the children within the district. At times other than when the SPAC is reserved for district activities, the facility will be available for use to all individuals, organizations, and corporations on a non-discriminatory basis under the terms and conditions set forth in this document and pursuant to a fully executed Facility Use Contract. Facility Use Contracts are not fully executed until approved by the SPAC Manager, the High School Principal, and the Assistant Superintendent for Operations.

### **It is the intent of the SPAC to promote arts education through creating opportunities for students and patrons:**

1. To participate in the production of arts, experience the teamwork necessary to mount productions and to provide the instruction necessary for desiring students to work in the professional arts community upon graduation;
2. To provide the highest level of artistic entertainment possible in a state-of-the-art facility, ultimately raising the taste, appreciation and standards of artistic productions in the community; and
3. To aid in preserving the grand heritage and promising future of our culture by staging a variety of works, from classical to contemporary, in all performing art disciplines.

The material contained within this handbook section is deemed to be an adjunct and integral part of all Facility Use Contracts for SPAC rental.

The SPAC Manager, in conjunction with the High School Principal and the Assistant Superintendent for Operations, may by specific exception or amendment to the main body of a Facility Use Contract, alter sections of this policy to suit the unique needs of specific events. However, in the absence of written changes, all policies set forth in this document shall be in full force and effect as stated herein.

**Artistic Freedom-** No attempt shall be made on the part of the SPAC Manager or the Stillwater Independent School District to impose prior censorship or review of the material to be presented during an event. All lessees and patrons, however, will be responsible for compliance with all local, state, and federal laws, in addition to the ordinances, policies and regulations of SPS. Further, no performance, exhibition, or entertainment shall be given or held in the SPAC which is illegal, indecent, obscene or immoral, or for any reason which in the sole opinion of the SPAC Manager would create a negative image or which would otherwise create public controversy.

If a performance, exhibition or entertainment is deemed by the SPAC Manager as such, SPAC reserves the right to stop the event at any time. If the SPAC Manager exercises this right, all rental and other fees due to SPAC will remain the property of SPAC and any unpaid charges shall be considered payable to SPAC. If an event performance is deemed unsuitable for some audiences, prior notification to the SPAC Manager is necessary, and it must be advertised as such during ticket sales and with notices posted in the lobby. Ultimately, the responsibility rests with parents and guardians to choose performances which are appropriate for their own children.

**No Alcoholic Beverages-** illegal contrabands, uncontrolled substances, no tobacco use on school premises. From time to time exemptions may occur when productions require tobacco props.

**No Permanent or Indefinite Use-** No organization, private school, church or group will be allowed to schedule space for permanent or indefinite use.

**Electronic Devices-** Ringing cellular phones and paging devices interrupt the performance and will not be tolerated. Patrons are reminded that cellular phones should be turned off upon entry into the SPAC and pagers should be set to vibrate.

**Flames-** Open flames or any pyrotechnics in any area of the building are strictly prohibited regardless of how such flames are fueled, unless approved in advance and in writing by the City of Stillwater Fire Department. Proof of this permission must be submitted with the Facility Use Contract.

**Invitational Dress Rehearsals-** As a general rule, the SPAC does not encourage lessees to invite or allow people to attend rehearsals, whether or not there is a charge for such attendance. However, in the event that a lessee elects to invite or allow attendance at a rehearsal, prior written permission must be obtained from the SPAC Manager. Lessees should be warned that having an audience legally constitutes a performance, regardless of the number attending and could result in paying both royalties and performance rental fees.

**Lost Articles-** The SPAC Manager or a designated representative shall have the sole right to collect and to have custody of articles left in the SPAC by persons attending events presented in the SPAC. SPAC management will make every effort to reunite such articles with their owners; provided, however, that the SPAC will not be responsible for incurring any cost for returning lost articles to their owners. After a reasonable period of time (not less than thirty days), all unclaimed articles shall become the property of the Stillwater Independent School District to do with or dispose of as its representatives shall deem fit.

**Public Announcements-** Lessor reserves the right to make public announcements during intermissions and other times as will not unreasonably interfere with lessee's performances. Said public announcements may relate briefly to future attractions at SPAC or the welfare and safety of those attending the event. Lessee is prohibited from making public announcements other than those which pertain to the event for which this agreement is made without prior written approval of the lessor.

**Weapons-** The performance use of weapons, including but not limited to pistols, rifles, shotguns, knives and swords, must be approved by the SPAC Manager. Application for weapons must be made with the SPAC Manager at least thirty days prior to performance.

If the application for weapons use is granted, the following procedure will be followed for the weapon's use in the SPAC. The weapon, if a gun, must be certified by the Payne County Sheriff's Office as unable to fire, by either locating an inoperable weapon or at least by removing the firing pin from an operable weapon. Upon prior notification of the date and time, the manager of the show will bring the weapon and certification to the SPAC Manager to be kept in a locked, secure cabinet throughout the run of the show. During the show itself, the Manager of the SPAC will hand the weapon to the performer as he/she is ready to step onstage and will collect the weapon as the performer steps offstage. The weapon will then be returned to the locked, secure cabinet until it will be removed by the manager of the show after the final performance. The district encourages the use of only certified stage combat swords and knives which are heavy duty and have been blunted. Swords and knives should be kept in sheaths when not in use.

### **Scheduling and Requirements**

**Hours-** The SPAC office will be open normal business hours Monday through Friday from 8:00 AM until 4:30 PM, throughout the school calendar year. Summer hours will be posted.

**Master Calendar-** The SPAC Manager will maintain a current school term master calendar from July 1 through June 30 and will accept reservations in the following priority: 1) school district events, 2) non-profit educational events, 3) commercial events, and 4) non-profit, non-educational events. Typically, within each of these scheduling priorities, events will be scheduled on a "first come, first served" basis. However, the SPAC Manager reserves the right to make changes to reservations when necessary. Unless otherwise specified in writing, the SPAC Manager shall be privileged to schedule other events both before and after any then currently contracted or tentatively scheduled event without prior notice to the lessees involved.

**Requests-** Requests for facility usage should be made on a Facility Use Request Form, included in the appendix, and should be submitted to the SPAC office upon completion. A copy of the request, whether accepted or rejected, will be returned to the listed contact person. Accepted requests from individuals, organizations or entities outside the school district will be required, in addition, to complete a Facility Use Contract.

**Compliance with Laws-** All participants, attendees, Stillwater students, activities and usage shall comply with all laws of the United States, the State of Oklahoma, all ordinances of the City of Stillwater and all policies established by the Stillwater Board of Education.

**Licenses-** Lessees agree to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 USC 101 et seq.) and any regulations issued thereunder, including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in lessee's performances or exhibitions. Additionally, lessee will fully indemnify, defend, and hold harmless SPS and all of its agents and employees, for any claims, damages, or costs, including attorney fees, growing out of lessee's infringement or violation of said copyright laws and regulations. The SPAC Manager may require proof that these permits have been secured.

**Refusal to Rent-** The SPAC Manager will refuse to approve use of the facility for any event, activity, or performance if the manager reasonably determined that such event,

activity, or performance or the anticipated audience response to such event, activity, or performance may cause damage or the unusual risk of damage to the facility or its patrons.

### **Curtain Time, Seating and Ejection**

**Curtain Time and Latecomers-** Lessee agrees to make every effort to begin all events at or within five (5) minutes after the announced starting time. The SPAC Manager or a designated representative may, when weather, traffic, or parking conditions dictate, delay the start of any performance a reasonable period of time to allow the great majority of patrons to be seated. In the absence of other specific instructions from the lessee involved, the SPAC Manager or designated representative reserves the right to deny admission to latecomers until the first logical break in the performance at which time such latecomers may, at the discretion of the management, be seated in available seats in the rear of the SPAC or, if such seating is not available, such latecomers may be held in the lobby until the first intermission.

**Objectionable Persons-** The SPAC Manager or designated representative reserves the right to eject or cause to be objected from the premises of the SPAC any objectionable person or persons; provided, however, that neither SPS nor any of its officers, agents, or employees shall be liable to any lessee for any damages that may be sustained by such lessee subsequent to the exercise of such right. The term “objectionable persons” shall include those persons who, by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of SPAC policy, city, state, or federal law, makes the normal and proper conducting of business or event or the employment of others of such event difficult or impossible. A lessee will be required to provide a sufficient number of adult supervisors to monitor the behavior of participants in backstage areas and the lessee and the lessee will assume full responsibility for actions of their personnel involved in events. Visitors are not allowed backstage, in the dressing rooms, or in the makeup room before or during rehearsals or performances.

**Forbidden Actions and Substances-** A lessee will not do or permit to be done anything in or upon any portion of the premises of the SPAC or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the SPAC or any part thereof, or in any way increase any rate of insurance upon the SPAC or on property kept therein. Nor shall a lessee, without prior written consent from the SPAC Manager or a designated representative, store or operate any engine or motor or machinery on the premises of the SPAC or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. Additionally, beverages and food are not allowed in any area of the facility except the lobby and dressing rooms. Smoking is not allowed on the premises at any time.

### **Stage Equipment and Personnel**

**Stage Equipment-** The SPAC will make every effort to keep its equipment available and in good working order. However, if equipment is out of service for any reason, the SPAC will not be responsible for providing replacement equipment. Any malfunction of equipment provided by the SPAC should be reported immediately to the SPAC Manager. The SPAC, at its sole discretion, reserves the right to make its equipment unavailable to a lessee in the event such lessee’s planned use is deemed too dangerous to such lessee or to

such equipment. Lessees shall not do or permit to be done in or on the premises of the SPAC anything that may tend to injure, mar, or in any manner deface such facility or its premises. This includes, but is not limited to, driving or installing any nails, hooks, tacks, or screws alterations of any kind to such facility or any equipment belonging to such facility, especially dismantling protection devices from such equipment.

**Stage Technicians-** After examining an event's requirements, the SPAC Manager will determine the minimum number of personnel required to run the event. Only district approved technicians will be permitted to operate stage equipment and he lessee will be required to hire the required technicians.

**House Manager and Ushers-** The lessee will be required to supply sufficient personnel to house manage and usher patrons for each event performance, as long as the personnel are competent volunteers, capable of performing such functions to the satisfaction of the SPAC Manager; otherwise, the lessee will be required to hire from the SPAC capable personnel to perform these functions.

**Security-** The SPAC is under the control of the SPAC Manager or a designated representative who will be present at all times the building is open or occupied. If properties of exceptional value are to be left in the facility, prior notification should be made to the SPAC Manager. The lessee will be responsible for all personal belongings onstage and in the backstage area during rehearsals and performances. Strike will occur immediately following the final performance, so it is the responsibility of the lessee to remove all equipment and properties immediately after the final performance.

### **Novelty Sales, Tickets and Programs**

**Tickets-** The SPAC Manager will operate a box office within the SPAC office, maintaining regular business hours on Monday through Friday. The box office will also open one hour prior to the announced curtain time for all events for which tickets are being sold; lessees are required to furnish volunteers to work with the SPAC Manager during this time prior to events. There is a strict no refund policy for tickets. Management of the SPAC reserves, for its exclusive use, ten (10) seats for each performance held. The location of seats, when an event uses reserved seats, will be negotiated by the SPAC Manager.

**Programs-** The SPAC retains the right to insert promotional material of its own choosing into any programs distributed within the facility.

**Americans With Disabilities Act-** It is the intent of the SPAC to comply with the ADA in both facilities and accommodations. If American Sign Language interpreters or large print programs are needed, please contact the SPAC Manager when purchasing tickets at least twenty-four (24) hours prior to the performance.

**Novelty Sales-** If a lessee has items that it wishes to sell or rent or authorize to have sold or rented on its behalf before or during its event, such items, to include but not be limited to, souvenir programs, books, photographs, CDs, audio or video tapes, records, posters, opera glasses, t-shirts, sweatshirts, or other items such as tickets for lotteries or drawing—which must be approved on a case-by-case basis due to legal issues—and such items are directly related to an event or events for which a Facility Use Request Contract has been granted, such lessee shall obtain permission from the SPAC Manager to vend or have

vended such items and such items shall be vended only within such locations as specified by management. The provisions of this paragraph will also apply in the case of a vendor who may or may not make cash transactions at an event, but rather receives orders for subsequent sales to take place off the premises of the SPAC. Each approved vendor agrees to pay SPS, in return for the granting of such permission, a commission to be negotiated by the SPAC Manager between five and ten percent (5-10%) to be calculated on the total net sales for each sales period in the SPAC with net sales being defined as the total of all sales during each period minus the applicable sales tax on such sales. Such commission will be due and payable immediately subsequent to the close of sales for each such period. In the case of a vendor who is taking orders and may or may not be making transactions during an event, a flat fee may be negotiated with the SPAC Manager in advance of such event. Each approved vendor further agrees, upon request, to provide the SPAC Manager one (1) sample of any item to be sold and that any such items become the property of the SPAC and that the value of such items shall not be deducted from any fees or commission otherwise due the school district. In the event a vendor refuses to comply with the provisions of this paragraph, the lessee for such event will be liable for any charges incurred by the SPAC in obtaining such items. The SPAC reserves the right to refuse permission to sell, rent or otherwise distribute any item which does not directly relate to the presentation of a specific event for which a Facility Use Contract has been issued or any item which in normal use or misuse may cause damage to the SPAC, its employees, or patrons.

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#### PIONEER STADIUM

Pioneer Stadium is an award winning 6000 seat multi-use athletic facility with an eight-lane competition track, FieldTurf playing surface striped for football and soccer, a state-of-the-art video and audio system, a 95-lumen illumination capacity, three large well equipped concession areas, and a multi-story VIP suite/press box. A two mat wrestling practice facility is included on site. The entire site is located on the high school campus and is ringed by security fencing and parking for over 800 vehicles. Renting this facility or parts thereof will require special negotiations with the Stillwater High School Athletic Director.

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#### HIGH SCHOOL FIELD HOUSE

Located on the high school campus, the field house is a 2000 seat basketball/volleyball/wrestling arena with large scoreboards, an audio system, and locker facilities. A cable chase is located on the east facing outer wall to allow external video uplinks to connect to the Internet. Rental of this space will require prior approval of the Stillwater High School Athletic Director.

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#### AGRICULTURAL EDUCATION FACILITY

The SPS Agriculture Education Facility houses a large indoor show arena with 24 separate high amperage electrical circuits for animal preparation equipment. Also included within the arena is a small secure concession area and an animal washing bay. This facility is available for rent when school is not in session. Rental of this space will require approval of the Stillwater High School Principal.

## RENTAL FEES

Fees for personnel, facilities, and certain equipment are listed below.

### PERSONNEL

POSITION	
Custodial Staff	\$25
Auditorium Manager	\$30
Auditorium-Student	\$15
Auditorium Sound	\$20-\$40
IT or A/V Technician	\$40-\$100
Stadium student	\$15
Stadium scoreboard A/V	\$30
Stadium Fields/Press Box Site Supervisor	\$30
Security (SRO)	\$35
High School Kitchen Manager/Catering	\$35
Kitchen Staff	\$21



**FACILITY RENTAL FEES BY RENTAL CATEGORY (HOURLY)**

<u>AREA</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>
SPAC, High School-	N/C	\$140	\$200	\$240	250
SPAC, High School	N/C	\$100	\$150	\$200	\$225
Black Box (SPAC)	N/C	\$120	\$180	\$240	\$250
SPAC Foyer	N/C	\$100	\$100	\$100	\$100
Presentation Room (SHS)	N/C	\$25	\$35	\$55	\$65
Cafeteria, High School	N/C	\$25	\$35	\$55	\$65
Kitchen – Water/Warming	N/C	\$25	\$35	\$55	\$65
Kitchen – Full Service	N/C	\$25	\$35	\$55	\$65
Classroom/Lobby	N/C	\$10	\$35	\$55	\$65
Library/Specialty Rooms	N/C	\$10	\$35	\$55	\$65
Ag Ed Facility Arena	N/C	\$10	\$35	\$55	\$65
Gym/Multipurpose Room, Elementary	N/C	\$10	\$35	\$55	\$65
Gym/Cafeteria, Middle/Junior High	N/C	\$10	\$35	\$55	\$65
Gym #1, Junior High	N/C	\$10	\$35	\$55	\$65
Gym #2, Junior High	N/C	\$10	\$35	\$55	\$65

Small Gym, High School	N/C	\$10	\$35	\$55	\$65
Fieldhouse, High School	N/C	\$10	\$35	\$55	\$65
Pioneer Stadium Track	N/C	\$10	\$35	\$55	\$65
Pioneer Stadium Field	N/C	\$10	\$35	\$55	\$65
Pioneer Stadium w/ Lights	N/C	\$100	\$125	\$150	\$200
Pioneer Stadium Press Box	N/C	\$25	\$50	\$75	\$100
Pioneer Stadium VIP Suite	N/C	\$25	\$50	\$75	\$100

\*School bus transportation service can be provided by Stillwater Public Schools if buses and drivers are available when not used for school purposes. This service is only available for registered non-profit organizations. For more information contact (405) 533-6347.

## APPENDIX

### FACILITIES RENTAL APPLICATION / AGREEMENT

Access the application at: <https://www.stillwaterschools.com/Departments/Facilities>