

AUHSD Facility Rental Handbook

We educate every student to excel and contribute in a global society.

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Introduction

This Facility Rental Handbook is a resource guide for facility users to complete the application process and to clarify the District's expectations of groups who are permitted to use District facilities.

It is the policy of the District to grant use of the school facilities through the District's Facility Rental Program as defined by Board Policy and Administrative Regulation 1330. Use of District facilities and activities should adhere to the interests of the District and not interfere with educational programs. Access to District facilities is available after school and on weekends for user groups with prior approval, upon proof of insurance and subject to certain costs approved by the Governing Board.

All Rules and Regulations, Conditions of Use of the Governing Board and provisions of the Education Code of the State of California are to be observed strictly by those using school property and facilities. The District reserves the right to revoke use to any group if the rules and regulations of this policy are not followed.

AUHSD Group Classifications

AUHSD Board Policy 1330 (Use of School Facilities) outlines the priorities for the use of school facilities. In general, the Governing Board authorizes the use of school facilities by District residents and community groups for purposes specified in the Civic Center Act as long as it does not interfere with school activities and other school-related uses.

The District has defined the following group classifications.

Group I	Group II	Group III
No Cost	Modified Rate	Commercial Rate
• AUHSD school sponsored groups, clubs, and student body organizations.	 Departments or agencies of local municipal governments Community organizations and associations with 501(c)(3) status. (documentation is required at time of Application – See below) 	Commercial groups, businesses, religious organizations, and other groups not listed in Group I or Group II.

Priority

The priority for use of District facilities will be as follows:

Group I	District, school groups & clubs, and student body organizations.
Group II	Departments/agencies of local governments, community
	organizations and associations with 501(c)(3) status.
Group III	Commercial groups, businesses, and religious organizations.

Facility use and occupancy of school property shall be primarily for public school purposes. Any authorized use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose.

The use of district facilities in all group classifications will be charged fees associated with the required personnel cost to provide oversight and support while facilities are in use. Fees will be charged on an hourly basis for:

- Operations support, kitchen, Audio Visual (AV) technical support, supervision and other staff these charges will be for use during the week, weekends, holidays, and/or other days when the facility may otherwise be closed
- Other related charges based on the Facility Rental Schedule of Fees
- Fees must be paid prior to the use of facility

Group I – No Cost for Rental

The use of facilities at no cost include activities by school personnel or volunteers for purposes directly related to the education and enrichment of District students, as directed and approved by District administration, and/or for the purpose of employee gatherings related to the operation of the District.

Operation support fees and/or other charges may apply.

Group I rate qualifications:

- a. Must have a current Authorization as a School-Connected Organization on file with District Office.
- b. Facility is reserved under the Group I organization's name.
- c. Payment for operations support and/or other charges will come from the Group I organization.
- d. Certificate of Insurance is from the Group I organization.
- * Third-party sponsorship of an entity in order to qualify for the Group I rate is **not** allowed.

Group II - Modified Rental Rate

The use of facilities for Group II is charged at a modified rate. These groups are from local government agencies, departments, community based organizations, clubs and other associations with a non-profit 501(c)(3) status.

Non-profit 501(c)(3) or Group II rate qualifications:

- a. Provide proof of 501(c)(3) non-profit status, IRS documentation: Official Determination Letter (copy must be turned in with your Facility Use Permit Application).
- b. Facility is reserved under the non-profit name.
- c. Payment for the facility rental will come from the non-profit organization.
- d. Certificate of Insurance is from the non-profit organization.

*Third-party sponsorship of an entity in order to qualify for the Group II rate is **not** allowed.

Group III – Commercial Rate

The use of facilities for Group III is charged at a commercial rate.

Facilities Rental Permit Request Procedures

- 1. Review AUHSD Facility Rental Guidelines, Group Classifications and Facility Rental Schedule of Fees.
- 2. To request a facility, go to ML Schedules, our online facility use request system. All new users must create an account in ML Schedules, please click "Create New Account." You will also need to upload a Certificate of Insurance and if you are a Group II, you will also need to upload your Federal 501(c)(3) Determination Letter. After creating your ML Schedules account for your group, the new account will need to be approved by the AUHSD Facility Rental Department before being able to request a facility.
- 3. After approval of your account you may go back into ML Schedules and click on "New Request" in the upper right corner to start your request. Requests must be complete including all dates, times, and equipment desired. Dates and times should include set-up, clean-up, and tear down time.
- 4. If the facility user wishes to use District equipment, which may require a district employee to operate and/or facilitate, such as projectors, public address systems, lighting, etc., this must be notated on the online Facility Request. Use of District equipment will have an extra charge and if a District employee is needed, there will also be an hourly charge for the employee.
- 5. After your request has been submitted, the site and district will need to approve the request. Once the request is approved, you will receive an email with an invoice. You will need to pay that invoice online by clicking the green "Pay Invoice" button on the email.
- 6. An AUHSD Facility Rental Permit will not be issued until payment has been made.
- 7. After payment has been made, you will receive an emailed receipt from "Connexpoint Team" for your AUHSD payment.
- 8. You will also receive an email from ML Schedules showing that your Facility Use Request has been Approved.
- 9. Please note, a site walk and fee may be required depending on your event. You will be emailed about this if a site walk is needed.
- 10. Requests for Facility Rentals will not be accepted earlier than six months in advance of the event date nor later than two weeks before the event start date.

Changes in Reservation

Any changes in reservations must be submitted in writing at least two weeks prior to facility rental in order to make the appropriate changes. If these changes result in additional charges that are owed, they must be paid at the time of change for the facility rental permit to still be valid. If these changes results in an overpayment of the facility rental, a refund of the overage will be issued within 30 days.

Cancellation Policy/Refund Policy

Cancellations must be made in writing, via email to <u>rentals@auhsdschools.org</u>, at least 30 days in advance of the event for a full refund. Refunds will be issued by check no later than 30 days after end of the rental permit. Refunds cannot be transferred to other permits. No refunds will be made if the cancellation is within seven business days of the event. Please see the chart below.

30 days or more before event date	100% refund
15 - 29 days before the event date	75% refund
8 - 14 days before the event date	50% refund
0-7 days before the event date	No Refund given

If AUHSD cancels your event due to weather, facility maintenance, or if it is superseded by an AUHSD unforeseen event, a 100% refund will be issued no later than 30 days after end of the rental permit.

The District will not be responsible for cancellations due to unforeseen emergencies and/or acts of God. Refunds may be considered in these rare cases.

Priority will be given to Group I and they have the right to bump/cancel your permit/reservation for the facility. If this happens, 100% of your payment will be refunded.

Any permit may be revoked without previous notice where conflicting dates have resulted or where need of the property, for public school purposes, has subsequently developed. For other causes, permits may be revoked at any time upon reasonable notice.

Third Party Vendors

If a Facility Renter hires a third party vendor/employee who provides a product or service for your event it must be marked on your application and approved.

- Tech/sound service
- Equipment rentals (bleachers, tents, etc.)
- Bounce House rentals
- Dumpster rentals
- Vendors selling goods/food
- People/Companies promoting business
- Food Truck/Caterers must provide CCC Health Department Permit to Operate
- Portable Restroom rental vendor
 - o Requires Facility pre-approval
- Other outside vendors

If a third party vendor will be used, it must be marked on the Facility Rental Permit Application and approved by the Facility Rental department in advance. If the third party vendor(s) are approved for the event at the facility rental, they are required to provide a certificate of insurance as well.

Added Equipment/Structures that will be brought to Facility

A Facility Renter must add to their application any major equipment and structures that will be brought to the facility being rented for use at their event. The usage of these items will need to be approved by the Facility Rental Department in advance.

If you have any questions, please contact the Facility Rental Department at rentals@auhsdschools.org.

Certificate of Insurance Requirements (COI)

Before the Facility Rental Department will approve your Facility Rental Permit, two insurance documents are required with the application. The following describes these insurance documents:

- 1. <u>Certificate of Liability Insurance</u> (Form ACCORD 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:

Acalanes Union High School District 1212 Pleasant Hill Road Lafayette, CA 94549

b. Comprehensive General Liability with minimum limits of \$1,000,000 combined single limit per occurrence is required, \$250,000 Damage to

Premises per each occurrence, and no less than \$2,000,000 General Aggregate. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).

- 2. <u>An Additional Insured Endorsement</u> (Form CG 2026 Additional Insured Designated Person or Organization) <u>must</u> accompany the Certificate of Insurance, referencing the policy number. Please note the following on Form CG 2026:
 - a. List the "Additional Insured" as follows:

"Acalanes Union High School District, its board of trustees, officials, and employees, are listed as additional insured. Coverage is provided under these policies only for sponsored/supervised activities of the names insured for which a premium has been paid."

Workers' Compensation may also be required:

- If the group or organization, renting a facility, has employees who will be working at an activity or event held at an AUHSD facility they will be required to also have workers' compensation of the current statutory limit of \$1,000,000 on their COI.
- If the group or organization, renting a facility is hiring a third party vendor who will in turn have its employees working at this activity or event, the renter and the third party vendor will be required to have workers' compensation of the current statutory limit for workers' compensation insurance of \$1,000,000 on their respective COI's.

The Certificate of Insurance and additional insured endorsement must be turned in with Facility Rental Permit application.

A group will not receive approval for the event until the Certificate of Insurance is received by the Acalanes Union High School District Business Office. **No exceptions.**

If you have further questions regarding certificate of insurance requirements, please call the District Business Services office at 925-280-3908.

Please see the sample Certificate of Insurance and Additional Insured Endorsement on the following pages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT

PRODUCER		NAME:		LEAV	
ABC INSURANCE		PHONE (A/C, No. Ext):		FAX (A/C, No):	
Facility User's Insurance		É-MAIL ADDRESS:			
1		INS	URER(S) AFFOR	RDING COVERAGE	NAIC #
		INSURER A:			
INSURED		INSURER B :			
Facility User's Organization		INSURER C :			
1		INSURER D :			
1		INSURER E :			
1		INSURER F :			
COVERAGES CERT	TIFICATE NUMBER:			REVISION NUMBER:	•
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY PEXCLUSIONS AND CONDITIONS OF SUCH F	QUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDI POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIES BEEN REDUCED BY	OR OTHER DESCRIBED PAID CLAIMS	OCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR INSR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY				EACH OCCURRENCE \$	1,000,000
X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$	250,000
CLAIMS-MADE X OCCUR				MED EXP (Any one person) \$	
	Policy Number	Policy	Exp Date	PERSONAL & ADV INJURY \$	
				GENERAL AGGREGATE \$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$	
X POLICY PRO-				5	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$	
ANY AUTO				BODILY INJURY (Per person) \$	
ALL OWNED SCHEDULED				BODILY INJURY (Per accident) \$	
AUTOS AUTOS NON-OWNED AUTOS AUTOS				PROPERTY DAMAGE (Per accident) \$	
AUTOS AUTOS				(Per accident)	
UMBRELLA LIAB OCCUR		_		EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE \$	
DED RETENTION\$				S S	
WORKERS COMPENSATION				WC STATU- OTH-	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N					
OFFICER/MEMBER EXCLUDED?	N/A			E.L. EACH ACCIDENT \$	
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					
CERTIFICATE HOLDER		CANCELLATION			
Acalanes Union High School District 1212 Pleasant Hill Road Lafayette, CA 94549		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
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ACORD 25 (2010/05)		© 19	00-2010 AC	UKU CUKPUKATIUN. Ali fi	gnis reserved.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Acalanes Union High School District, its board of trustees, officials, and employees, are listed as additional insured. Coverage is provided under these policies only for sponsored/supervised activities of the names insured for which a premium has been paid.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations;
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

General Facility Rental Rules & Regulations

Permit holders shall be responsible for the conduct and control of both patrons and participants, and must comply with all applicable state and federal laws, city ordinances, School District regulations, by-laws, policies and permit conditions. Where minors are involved, a supervising adult must be present before facilities will be opened. Minors must be supervised at all times.

Facility Rental groups must have a copy of the permit at the facility rental throughout the event.

Facilities/Grounds Access

- 1. Upon receipt of notice that a facility rental permit has been issued, the assigned operations support staff shall unlock the facility, check-in with the renter at the beginning of facility rental. At the end of the rental time, the assigned operations support staff shall check-out the user, clean, and lock the facility. The operations support staff assigned to your facility rental, is in charge and empowered to take all necessary means to enforce these following rules. They are in complete charge of all arrangements and his/her word shall be final in all cases.
- 2. Only what is on the approved facility rental permit is allowed. The renter may not have access to any other facilities that are not approved on their permit. The renter may not use any equipment/furniture that is not approved on their permit. The renter may not have any third party vendor that is not preapproved on their permit. Any departure from the original approved facility rental permit shall be communicated to the Facility Rental Department. Applicant should be made aware of the possibility of additional charges resulting from the change in the facility use.
- 3. Whenever the Facility Rental Department determines that these rules and regulations have been violated, they shall revoke such permit(s) for facility rental that has been given to the organization in question and shall refuse requests for further permits.
- 4. At the end of the facility renter's event, they must remove all their personal equipment, decorations, and items by the end time/date on their facility rental permit. AUHSD is not responsible for any items left at the facility rental.

Conditions of Use

Tobacco products/E-Cigarettes/Marijuana/Drugs/Alcohol/Weapons In accordance with state and federal law, smoking and e-cigarettes are prohibited at all District facilities, campuses, and parking lots. The Governing Board further prohibits the use of all tobacco products, e-cigarettes, marijuana, illegal drugs, alcohol, and weapons of any kind at all times on any District property. In addition, gambling, candles, and open flames are strictly prohibited.

Pets/Animals

Pets and/or any animals are not allowed on campus at any time with the exception of a service animal. If you are planning on brining a service animal to your facility rental, please let the Facility Rental Representative know upon the submission of the application.

Structures

No structures (including tents), whether permanent or temporary, may be erected or assembled on school premises. Nor may any extraordinary electrical, mechanical or other equipment be brought to the facility thereon unless special approval has been obtained from the Facility Rental Department. If structures will be used, this must be applied for approval on the facility rental permit application.

Fireproofing

Decorations must be flameproof and must be erected and taken down in a manner not destructive to school property. The District may request the fire department to verify certification of fireproofing at the renter's expense.

Decoration and Posters

The use of nails, tacks, or staples in any woodwork or surface is not permitted at any time.

AEDs

Some District facilities are equipped with AEDs. Any use of District AEDs requires the appropriate certification as prescribed by applicable California law.

Vehicle Parking

Parking allowed in marked parking areas only, no modifications allowed. All vehicles will be operated on paved driveways and parking lots only. No parking on fields or in fire lanes.

Damage to Facilities

The group and/or persons using the school facilities will be held liable for any damage caused by user, event participants, and/or activity during the rental of District facilities. The renter will be held responsible for full payment of all repairs to the damaged property. An invoice for damages will be sent to the renter. Failure to comply will result in permanent loss of use, by the renter, of any District facilities for the future.

If there is any visible damage to the facility prior to your use, please document it and make the operations support staff on site aware of the damage otherwise you may be charged for the damages.

Signs/Flyers/Promotion/Electronic Communications/Social Media Except for school based organizations, all organizations using school facilities must make it known that neither the Board nor the administration have endorsed the renter's activities. Any signs, flyers, promotions, advertisements, circulars, electronic communications, social media posts or anything of similar nature, must contain this language: "Acalanes Union High School District does not endorse nor support the program or individuals involved in this activity." If temporary banners will be used at the facility rented, you must obtain District permission to put these banners up during hours of use.

Equipment/Seating

If facility equipment will be set-up, it must be for the type of equipment and quantity specified on the approved facility rental permit. Under no circumstances can additional seating be supplied by a user in excess of the seating limit prescribed by the Fire Marshal. Fees may apply.

Rental Hours

Soda Center is available 5a to 9p all days except the Closed Days listed below. All other **outdoor** facilities rental hours are 5a to 9p seven days a week except during school day/hours, which are M-F, 7a – 4p.

All **indoor** facility rental hours are 5a to 11p seven days a week except during school day/hours, which are M-F, 7a - 4p.

Closed Days

Facility Use will not be permited for rental on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day

Amplified Sound

There will be no amplified sound without prior authorization on the facility rental permit. Facility Rental Permits for use of the school PA system will require special permission and a district employee to operate. No amplified sound outside before 8am nor after 8pm.

Obscene Language and Sportsmanship

Obscene language will not be tolerated during events. Sportsmanship should also be maintained by spectators as well as players and coaches at all times. Obscene language or unsportsmanlike conduct will result in ejection from the facility. Facility rental permits will be revoked if their participants cannot control their use of obscene language. This also includes any amplified music that has explicit language.

Prohibited Uses

Events that require heavy maintenance or crowd control such as swap meets, weddings, parties, dog shows, rock bands, or commercial advertising are prohibited. Any gambling event is also prohibited.

AUHSD Facility Rental Schedule of Fees

All users will be charged staff time to open the facility, set up an event and applicable Operations Support hours.

School Facility Type Hourly Rate	Group I	Group II	Group III
Classroom - Standard	no charge	20.00	60.00
Classroom - Specialty	no charge	45.00	135.00
Library	no charge	45.00	135.00
Multi-Purpose Room	no charge	40.00	120.00
Multi-Purpose Room (with Kitchen)	no charge	50.00	150.00
Gymnasium - Large	no charge	110.00	330.00
Gymnasium - Small	no charge	85.00	255.00
Weight Room	no charge	45.00	135.00
Baseball Field 60 foot	no charge	35.00	105.00
Baseball Field 90 foot	no charge	40.00	120.00
Blacktop Basketball Court	no charge	20.00	60.00
Grass Field	no charge	45.00	135.00
Parking Lot (\$600 max-at the discretion of Director of Facilities)	no charge	90.00	90.00
Snack Shack	no charge	30.00	90.00
Soccer Field	no charge	45.00	135.00
Softball Field	no charge	35.00	105.00
Stadium Field & Track (with Lights)	no charge	150.00	450.00
Stadium Field & Track (without Lights)	no charge	95.00	285.00
Tennis Court	no charge	25.00	75.00

Theater Hourly Rate	Group I	Group II	Group III
Acalanes Theater Large – 387 capacity	no charge	130.00	390.00
Campolindo Theater – 462 capacity	no charge	130.00	390.00
Las Lomas Theater – 284 capacity	no charge	100.00	300.00
Miramonte Theater – 279 capacity	no charge	100.00	100.00
Del Valle Theater – 485 capacity	no charge	110.00	330.00
Risers (For DV Theater rentals only)	no charge	250.00	250.00
Choir Shell (For DV Theater rentals only)	no charge	250.00	250.00
Riser/Shell Installation Fee (For DV Theater rentals only)	200.00	200.00	200.00
Swimming Pool Hourly Rate	Group I	Group II	Group III
Acalanes – 16 lanes *	no charge	100.00	300.00
Soda Center 50 meter – 20 lanes *	no charge	125.00	375.00
Soda Center Dive – 8 lanes *	no charge	50.00	150.00
Soda Center Lap – 6 lanes *	no charge	40.00	120.00
Las Lomas – 12 lanes *	no charge	75.00	225.00
Miramonte – 16 lanes *	no charge	100.00	300.00
Chair Rental for Pools only	no charge	2.00 per chair	2.00 per chair
Table Rental for Pools only	no charge	8.00 per table	8.00 per table
Pool Manager	no charge	40.00	40.00
Lifeguard/Attendant	no charge	25.00	25.00
Colorado Scoreboard (LLHS/MHS)	no charge	500/day	500/day
Colorado Scoreboard (AHS/CHS)	no charge	700/day	700/day

^{*} Please note there will be a surcharge to rent the pools during the months of November to February.

AUHSD FACILITY RENTAL HANDBOOK – REVISED JULY 2024

Other Hourly Rate Required	Group I	Group II	Group III
Operations Support Per Space Rented	40.00	40.00	40.00
Operations Support Soda Only Per Half Pool	10.00	10.00	10.00
AV Technician	65.00	65.00	65.00
Cafeteria Kitchen Attendant	40.00	40.00	40.00
Site Walk Charge	75.00	75.00	75.00

Equipment Rental	Group I	Group II	Group III
Projector & Projector Screen	no charge	125/day	125/day
P.A. System & microphone	no charge	65/day	65/day
Podium	no charge	20/day	20/day