



ORRVILLE CITY SCHOOL DISTRICT

841 North Ella Street | Orrville, Ohio 44667 | (330) 682-5811

COMPREHENSIVE FACILITY USE AGREEMENT

Terms and Conditions — All Facility Use Applicants

HOW TO ACCEPT THESE TERMS

To submit a facility use request through ML Schedules, you must check the acknowledgment box confirming that you have read and agree to all terms and conditions contained in this document. Checking that box constitutes your legally binding acceptance of every provision below on behalf of yourself and your organization — the same legal effect as a handwritten signature.

This document is organized as follows:

- Exhibit A — Facility Use Agreement (Rules and Regulations)**
- Exhibit B — Hold Harmless and Insurance Agreement**
- Exhibit C — Final Billing and Adjustment Policy**
- Exhibit D — Facility Rental Fee Schedule**

WHAT YOUR ACCEPTANCE MEANS

By checking the acknowledgment box in ML Schedules, you certify that:

- You have read and understand all terms and conditions in this document, including each exhibit.
- You have authority to bind the applying organization to these terms.
- You and all participants will comply with all District policies, Board regulations, and applicable law during the use of District facilities.
- All information entered in your ML Schedules application is accurate and complete.

Questions about these terms should be directed to the Office of the Superintendent or Superintendent Designee at (330) 682-5811 or via the district's ML Schedules portal.



EXHIBIT A

Facility Use Agreement — Rules and Regulations

APPLICANT AGREEMENT

The Applicant agrees to abide by all rules, regulations, and policies set forth by the Orrville City Schools Board of Education. The Applicant further agrees to pay all rental fees, additional charges, and any other costs resulting from the use of District facilities. The Applicant assumes all liability and responsibility for the use of the facility and agrees to indemnify and hold harmless the Orrville City Schools Board of Education and its employees from any and all claims arising from the Applicant's use of District facilities.

LIABILITY & INSURANCE

Organizations not in the school/district category using school facilities must provide proof of liability insurance, naming Orrville City Schools as an additional insured, with a minimum coverage of \$1,000,000 per occurrence / \$2,000,000 aggregate (see Exhibit B for full insurance requirements).

Liability insurance certificates must be uploaded to the organization's ML Schedules account prior to approval.

PROHIBITED ACTIVITIES

- Smoking, vaping, tobacco, alcohol, and illegal drug use are strictly prohibited in all school buildings, on school grounds, and in parking areas.
- Firearms, weapons, or any hazardous materials are not permitted on school property except as allowed by law.
- Gambling or any illegal activity is prohibited.
- Decorations must be fire-resistant and approved in advance. Open flames (e.g., candles) are not allowed.

CANCELLATIONS & EMERGENCY CLOSURES

- If Orrville City Schools closes due to inclement weather or an emergency, facility use will be canceled. The Applicant may either reschedule or receive a refund of any prepaid fees.
- The District reserves the right to cancel previously approved facility use due to school-related needs. In such cases, the District will provide reasonable notice and offer an alternative date or refund.
- Applicant-initiated cancellations are subject to the refund policy in Exhibit C.

SUPERVISION & CONDUCT



- The Applicant must provide competent adult supervision at all times.
- The Applicant is responsible for the conduct of all participants and attendees and must ensure compliance with District policies.
- The Applicant is responsible for returning the facility to its original condition, including the removal of all trash and proper care of school property.

FEES & ADDITIONAL COSTS

- Rental fees must be paid in full before the scheduled event (see Exhibit C for complete payment terms).
- Any additional costs incurred by the District — including custodial overtime, damage repair, or other services — will be charged at actual cost.

GROUPS ELIGIBLE FOR NO RENTAL CHARGE (GROUP A)

The following groups may use school facilities without rental fees, subject to custodial and labor costs as applicable:

- School-related organizations (e.g., PTO, Booster Clubs, school clubs)
- Church social groups located within Orrville City School District boundaries
- Orrville city government groups
- Boy Scouts / Girl Scouts
- Joint city and school-sponsored recreation programs
- Orrville Boys and Girls Club
- Other groups or individuals at the discretion of the Superintendent / Designee

FINAL APPROVAL & FACILITY REQUESTS

- All facility use requests require approval from the Superintendent or Designee.
- Requests must be submitted via ML Schedules at least five (5) business days in advance.
- The District reserves the right to deny facility use based on scheduling conflicts, policy violations, or other concerns.

FACILITY MAPS & SAFETY INFORMATION

Maps of each building, indicating the locations of fire extinguishers and AED devices, are available through the ML Schedules portal and posted in each facility. Applicants are responsible for familiarizing themselves and their participants with emergency exits and safety equipment prior to the event.



For questions regarding facility use, contact the Office of the Superintendent or Superintendent Designee at (330) 682-5811 or via the district's ML Schedules portal.



EXHIBIT B

Hold Harmless and Insurance Agreement

PURPOSE

This Hold Harmless and Insurance Agreement is required of all non-district entities and individuals (the "Applicant") seeking to use Orrville City School District (the "District") facilities. This Agreement is incorporated by reference into any Facility Use Permit issued by the District.

HOLD HARMLESS AND INDEMNIFICATION

The Applicant, on behalf of itself, its officers, directors, employees, agents, volunteers, participants, and guests, hereby agrees to the following:

- 1. Release of Liability.** The Applicant releases, waives, and forever discharges the Orrville City School District, its Board of Education, administrators, employees, agents, and assigns (collectively, the "District Parties") from any and all claims, demands, damages, losses, liabilities, costs, and expenses of any kind, including attorneys' fees, arising out of or related to the Applicant's use of District facilities.
- 2. Indemnification.** The Applicant shall defend, indemnify, and hold harmless the District Parties from and against any and all claims, suits, judgments, losses, damages, costs, and expenses — including reasonable attorneys' fees — directly or indirectly arising from: (a) the Applicant's use of District facilities; (b) any act or omission of the Applicant, its members, employees, agents, volunteers, or guests; or (c) any breach of this Agreement. This obligation applies regardless of whether the District was concurrently negligent, except to the extent prohibited by Ohio law.
- 3. Property Damage.** The Applicant accepts full financial responsibility for any damage to District property, equipment, or grounds caused by the Applicant or its participants during the approved period of use. The cost of repair or replacement shall be assessed against the Applicant and is due within thirty (30) days of invoice.
- 4. No District Liability for Personal Property.** The District assumes no responsibility for any personal property, equipment, or items left on District premises before, during, or after an event. The Applicant is responsible for the removal of all personal property at the conclusion of the permitted use.

INSURANCE REQUIREMENTS

Prior to receiving final approval and occupying any District facility, the Applicant shall obtain and maintain, at its sole expense, the following insurance coverage:

A. Commercial General Liability

- Minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Coverage must include: premises and operations, personal and advertising injury, products and completed operations, and contractual liability



- The Orrville City School District Board of Education must be named as an Additional Insured on the policy

B. Certificate of Insurance

- A valid Certificate of Insurance (ACORD 25 or equivalent) must be uploaded to the Applicant's ML Schedules account before the District will grant final approval
- The Certificate must show the District as Additional Insured and include policy effective and expiration dates
- The District reserves the right to require a copy of the actual endorsement naming the District as Additional Insured

C. Ongoing Compliance

- The Applicant must maintain coverage throughout the entire period of use, including setup and cleanup
- If coverage lapses, the Applicant's facility use permit is automatically suspended until proof of renewed coverage is provided
- For multi-date reservations spanning more than one policy year, a renewed Certificate must be submitted at the start of each policy year

D. Exceptions

- District-affiliated organizations (Group A) are exempt from the Certificate of Insurance requirement unless conducting an activity that involves outside participants or charges admission
- The Superintendent or Superintendent Designee may, at their discretion, waive or modify the insurance requirement for a Group B applicant upon written request demonstrating good cause

GENERAL CONDITIONS

- The District shall have first priority in the use of all facilities. The District reserves the right to cancel this Agreement at any time if school needs require use of the facility, if the Applicant violates any District policy or rule, or if state or local law is found to prohibit the permitted use.
- This Agreement shall be governed by the laws of the State of Ohio. Venue for any dispute arising from this Agreement shall be in Wayne County, Ohio.
- If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

Questions regarding this Agreement should be directed to the Office of the Superintendent or Superintendent Designee at (330) 682-5811 or via the district's ML Schedules portal.



EXHIBIT C

Final Billing and Adjustment Policy

PURPOSE

This Final Billing and Adjustment Policy establishes how facility use fees are calculated, invoiced, and collected by the Orrville City School District. This Policy is incorporated by reference into any Facility Use Permit issued by the District.

ESTIMATED FEES AND FINAL INVOICE

- 1. Estimated Fees at Approval.** When a facility use request is approved through ML Schedules, the system will display an estimated fee based on the spaces requested, the anticipated hours of use, and the applicable fee schedule. This estimate is not a final bill.
- 2. Final Invoice.** The District will issue a final invoice after the event or, for multi-date reservations, at the end of each billing cycle. The final invoice reflects actual hours of use, actual staffing required, and any additional charges incurred during the event.
- 3. Basis for Final Calculation.** Final fees are calculated from the time District personnel arrive to open the facility through the time the facility is secured and all personnel have departed. Any setup or cleanup time must be included in the reservation window. Use beyond the reserved time window will be billed at the applicable hourly rate, rounded up to the nearest half-hour.

ADJUSTMENTS TO ESTIMATED FEES

The final invoice may differ from the initial estimate for any of the following reasons:

- Actual hours of use exceeded or fell short of the reservation window
- Additional District staff (custodial, technical, or kitchen) were required beyond what was anticipated at the time of approval
- Equipment or other District property was used beyond what was originally approved
- Kitchen facilities or food service equipment were used, requiring a District Nutrition Services staff member to be present
- Damage to District property was identified during or after the event
- A fee waiver or reduction previously applied was reversed due to violation of permit conditions

The District will notify the Applicant of any significant adjustment to the estimated fee within five (5) business days of the conclusion of the event. The Applicant may request an itemized explanation of any charge.



LABOR AND ADD-ON CHARGES

The following additional charges apply when applicable services are required, in addition to the base facility rental fee:

Service / Charge	Rate
Custodial staff (per staff member, per hour)	\$28.70 / hr (2-hr minimum)
Custodial overtime (after regular hours or weekends)	\$43.10 / hr (2-hr minimum)
Nutrition Services staff (kitchen use, per hour)	\$33.30 / hr (2-hr minimum)
Nutrition Services overtime (after regular hours or weekends)	\$50.00 / hr (2-hr minimum)
Technology / A/V support (per staff member, per hour)	\$36.40 / hr (2-hr minimum)
Technology / AV support overtime (after regular hours or weekends)	\$54.60 / hr (2-hr minimum)
Damage / cleaning beyond normal wear	Actual cost of repair or cleaning
Late payment fee (balance unpaid after due date)	\$25 flat fee + 1.5% / month

Rates are reviewed annually and are subject to change. Current rates are posted in the ML Schedules fee schedule.

PAYMENT TERMS

- 1. Occasional Rentals (single-date).** Payment in full is due no later than five (5) business days before the scheduled event. Payment may be made by check payable to the Treasurer, Orrville Board of Education, or by other method accepted by the District. Failure to pay by the due date will result in cancellation of the reservation.
- 2. Extended Rentals (multi-date).** Payment in full for the first billing period is due prior to the first date of use. Monthly invoices are due within fifteen (15) days of the invoice date. A deferred payment schedule requires written approval of the Superintendent or Superintendent Designee prior to the start of the reservation.
- 3. Final Balance After Adjustments.** If the final invoice reflects an overpayment, the District will apply a credit to future use or issue a refund within thirty (30) days. Underpayments are due within fifteen (15) days of the final invoice date.
- 4. Damage Charges.** Invoices for property damage are due within thirty (30) days of issuance.

NON-PAYMENT AND DELINQUENT ACCOUNTS

- Accounts with outstanding balances are subject to a late payment fee of \$25.00 plus 1.5% per month on the unpaid balance.
- The District will deny future facility use requests from any organization or individual with an unpaid balance until the account is paid in full.



3. Delinquent accounts may be referred to the District's legal counsel for collection. The Applicant agrees to pay all reasonable costs of collection, including attorneys' fees.
4. The District reserves the right to cancel an active reservation for non-payment or policy violations. No refund will be issued for reservations canceled on these grounds.

CANCELLATION AND REFUND POLICY

- Cancellations made five (5) or more calendar days before the event: full refund of any payment received, less a \$25 administrative processing fee.
- Cancellations made four (4) or fewer calendar days before the event, or no-shows: no refund. The District will invoice any unpaid balance.
- District-initiated cancellations (school emergency, weather, facility conflict): full refund or credit toward rebooking, at the Applicant's election.
- All cancellations must be submitted through ML Schedules. Verbal cancellations are not accepted.

BILLING DISPUTES

If the Applicant believes a charge on the final invoice is incorrect, the Applicant must submit a written dispute to the Superintendent or Superintendent Designee within fourteen (14) business days of the invoice date. The dispute must identify the specific charge(s) and the basis for the disagreement. The Superintendent or Superintendent Designee will review and respond in writing within twenty-eight (28) business days. Undisputed charges remain due by the original payment deadline.

Questions regarding billing should be directed to the Office of the Superintendent or Superintendent Designee at (330) 682-5811 or via the district's ML Schedules portal.



ORRVILLE CITY SCHOOL DISTRICT EXHIBIT D — Facility Rental Fee Schedule

Revised July 2026 | All rates per hour unless otherwise noted

Rental Group Definitions

Group A: No Charge — District-sponsored activities, school-affiliated organizations (Booster Clubs, PTOs, school clubs), church social groups located within Orrville City School District boundaries, Orrville city government groups, Boy Scouts and Girl Scouts, joint city and school-sponsored recreation programs, and others at the discretion of the Superintendent or designee.

Group B: Cost Rate — Nonprofit organizations, civic groups, religious organizations, and community groups whose primary membership consists of Orrville City School District students and/or residents.

Group C: Space Fee + Cost Rate — For-profit businesses, private parties, and any organization or individual whose primary location is outside the District boundaries.

Building Space / Facility	GROUP A		GROUP B		GROUP C	
	Mon – Fri	Wknd / Hol	Mon – Fri	Wknd / Hol	Mon – Fri	Wknd / Hol
	<i>per hour</i>	<i>per hour</i>	<i>per hour</i>	<i>per hour</i>	<i>Cost + per hour</i>	<i>Cost + per hour</i>
HIGH SCHOOL — MULTI-PURPOSE BUILDING (MPB)						
Main Gymnasium (multi-court)	\$0	\$0	Cost	Cost	\$75	\$175
Weight Room	\$0	\$0	Cost	Cost	\$65	\$75
Batting Cages / Mezzanine	\$0	\$0	Cost	Cost	\$65	\$75
HIGH SCHOOL — MAIN BUILDING (OHS)						
New Gymnasium	\$0	\$0	Cost	Cost	\$75	\$175
Old Gymnasium	\$0	\$0	Cost	Cost	\$65	\$125
Cafeteria	\$0	\$0	Cost	Cost	\$45	\$75
Kitchen *	\$0	\$0	Cost	Cost	\$50	\$80
Library / Media Center	\$0	\$0	Cost	Cost	\$45	\$75
Band Room	\$0	\$0	Cost	Cost	\$45	\$75



ORRVILLE CITY SCHOOL DISTRICT | Exhibit D — Facility Rental Fee Schedule

Building Space / Facility	GROUP A		GROUP B		GROUP C	
	Mon – Fri	Wknd / Hol	Mon – Fri	Wknd / Hol	Mon – Fri	Wknd / Hol
	<i>per hour</i>	<i>per hour</i>	<i>per hour</i>	<i>per hour</i>	<i>Cost + per hour</i>	<i>Cost + per hour</i>
Choir Room	\$0	\$0	Cost	Cost	\$25	\$40
Classroom	\$0	\$0	Cost	Cost	\$25	\$35
Distance Learning Lab	\$0	\$0	Cost	Cost	\$60	\$90
Wrestling Room	\$0	\$0	Cost	Cost	\$65	\$75
Training Room	\$0	\$0	Cost	Cost	\$55	\$80
HIGH SCHOOL — AUDITORIUM						
★ 4-hour minimum for all auditorium rentals. District-authorized technology operator *** required for all auditorium, stage lighting, and sound board use.						
Presentation Setup (fixed lighting, mic, projector)	\$0	\$0	Cost	Cost	\$100	\$200
Production Setup (rigging, lighting, sound, fly)	\$0	\$0	Cost	Cost	\$200	\$350
Rehearsal Only	\$0	\$0	Cost	Cost	\$75	\$125
Dressing Rooms	\$0	\$0	Cost	Cost	\$15	\$25
MIDDLE SCHOOL (OMS)						
Gymnasium	\$0	\$0	Cost	Cost	\$65	\$125
Cafeteria	\$0	\$0	Cost	Cost	\$45	\$75
Kitchen *	\$0	\$0	Cost	Cost	\$50	\$80
Library / Media Center	\$0	\$0	Cost	Cost	\$45	\$75
Classroom	\$0	\$0	Cost	Cost	\$25	\$35
ELEMENTARY SCHOOL (OES)						
Gymnasium	\$0	\$0	Cost	Cost	\$65	\$125
Cafeteria / Stage	\$0	\$0	Cost	Cost	\$90	\$130
Kitchen *	\$0	\$0	Cost	Cost	\$50	\$80
Library / Media Center	\$0	\$0	Cost	Cost	\$45	\$75
Music Room	\$0	\$0	Cost	Cost	\$25	\$40
Classroom	\$0	\$0	Cost	Cost	\$25	\$35



ORRVILLE CITY SCHOOL DISTRICT | Exhibit D — Facility Rental Fee Schedule

Building Space / Facility	GROUP A		GROUP B		GROUP C	
	Mon – Fri	Wknd / Hol	Mon – Fri	Wknd / Hol	Mon – Fri	Wknd / Hol
	<i>per hour</i>	<i>per hour</i>	<i>per hour</i>	<i>per hour</i>	<i>Cost + per hour</i>	<i>Cost + per hour</i>
OUTDOOR & ATHLETIC FACILITIES						
Red Rider Stadium — Heartland Field	\$0	\$0	Cost	Cost	\$100	\$200
★ Stadium lighting surcharge: \$50 per hour when lighting is required.						
Football / Soccer Practice Fields	\$0	\$0	Cost	Cost	\$25	\$50
Orr Park — Baseball Diamond	\$0	\$0	Contact Orrville City			
Orr Park — Softball Diamond	\$0	\$0	Contact Orrville City			
Orr Park — Tennis Courts	\$0	\$0	Contact Orrville City			
**	Labor costs and staffing needs are determined by the District based on building spaces rented, event type, anticipated attendance, and scheduling.					
*	A District kitchen staff member must be present and paid whenever kitchen facilities or food service equipment are used.					
***	A District-authorized technology operator is required for all auditorium, stage lighting, and sound board use.					
★	Minimum rental periods: Auditorium — 4 hours Gymnasium — 2 hours All other spaces — 1 hour					

Labor Cost Schedule **

Labor Cost **	Mon – Fri	Saturday	Sunday / Holiday
Custodial Staff *	\$28.70	\$43.10	\$57.40
Event Coordinator / Building Supervisor (Required: auditorium)	\$36.40	\$54.60	\$72.80
Kitchen Staff *	\$33.30	\$50.00	\$66.60
Technology / AV Operator ***	\$36.40	\$54.60	\$72.80

** Labor costs and staffing needs are determined by the District based on building spaces rented, event type, anticipated attendance, and scheduling.