

USE OF FACILITIES BY GOVERNMENTAL ENTITIES Agreement

For governmental entities who wish to use a school building for governmental purposes, the following building use general regulations shall be agreed to by the group and building principal.

BUILDING USE GENERAL REGULATIONS

The request for school facilities shall not interfere or conflict with the educational program, mission, or goals of the school or district.

The possession or use of alcohol, tobacco, narcotics, firearms, and/or explosives shall not be permitted within 100 feet of any school facilities, or property.

Shoes with cleats or plates are not permitted in school buildings.

User must provide two adult activity supervisors who will be on the premises during the entire use period. These user-designated supervisors shall be responsible to see that all building rules, regulations, and laws are adhered to by participants and those attending; any violations will be reported to the school representative who will notify school administration. The adult activity supervisors will be available to resolve any issues that arise during event or may be reported by school representative. (Principal or another district designated administrator may require multiple activity supervisors.) Arrangements will be agreed to in writing outlining responsibilities for accessing and securing the facility; the school administrator is responsible for ensuring access and security of the building is consistent with District guidelines. Additional custodial service can be provided at an increased cost to the user group. If the custodian is pulled away from duties excessively, additional charges may be levied. The District is not responsible for crowd control or any criminal activity that takes place during building use. User warrants to the District that it will provide all the supervision necessary for the safe use of facilities. User understands and accepts that it will provide all needed supervision and that the District has no supervisory responsibility for the event.

User understands and agrees to take full responsibility to provide medical and emergency care to all those involved in the event, including participants and spectators.

User warrants to the District that all medical and emergency care will be appropriate and sufficient.

Whenever rules and regulations have been violated, the school may revoke the agreement to use the facilities and refuse to consider future building use agreements/permits.

All building use agreements/permits are for specific facilities and hours. It is the responsibility of the applicant to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled.

The district assumes no liability for personal injury or property damage. Persons or organizations using any part of school properties are required to obtain public liability insurance; District insurance protects only the district. Damage or destruction to school property will be repaired or replaced, at full cost, to the user.

Additional fees may be levied equal to the actual replacement, repair, or clean up cost for any loss, damage, or condition resulting from any activity above normal wear and tear. Any custodial clean-up above normal wear and tear will be billed at 1.5 times regular rate.

Persons or organizations using school premises, including a stage or stage equipment, shall not remove or displace furniture or apparatus, including lights, curtains, ceiling balance, counter weights system, or switchboard except when under the direct supervision of the designated school employee. Where the stage is to be used, full details of equipment and personnel needed must be furnished with the applications.

All functions shall close by 10:30 p.m. unless special permission is secured in advance from the school principal.

Only school kitchen personnel may operate kitchen equipment. Whenever a kitchen is used by a group, an additional amount per hour will be charged to cover the expense of school kitchen worker cost. This rate is determined from the wage scale in effect at the time, and may also include the overtime rate.

All fees and any wages for district personnel need to be submitted with the application and must be pre-paid. Payments should be made no less than (10) business days prior to building use. If additional charges are levied by the school, they are due within 10 days of being invoiced.

Lack of air conditioning precludes commercial use of some auditoriums during summer months.

An additional charge may be made for special school equipment such as projectors, overheads, extra microphones, and additional stage crew personnel.

Building charges accrue from the time preparations are begun through final clean-up.

Use of any facility is subject to school principal discretion based on school needs and appropriateness.

INDEMNITY AGREEMENT:

I, the undersigned, on behalf of myself and my group undertake and agree to indemnify, hold harmless and at the option of the Beaver County School District (the "District"), defend the District and any and all of its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest from and against: any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever; arising out of or incident to utilization of any District facility or property by my group, its employees, agents, volunteers, attendees, and invitees including, but not limited to, death, bodily injury, damage or destruction to any property of either party to this agreement, or injury to third persons in any way connected with the use of the District's facilities and property except where an injury or property damage arises out of the sole negligence of the District, or its Board, officers, agents, representatives or employees.

CERTIFICATE OF LIABILITY INSURANCE:

I the undersigned, on behalf of myself and my group undertake and agree to provide evidence of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for \$2,000,000 aggregate, \$1,000,000 per occurrence. Evidence of requested insurance should clearly show the District as an additional insured, usually in the form of a certificate of insurance coverage.

USE OF FACILITIES AGREEMENT:

I, the undersigned, on behalf of myself and my group, have received a copy of the district's building regulations and agree to follow all of the regulations contained therein.

_____	_____
Representative Signature	Date

_____	_____
School Administrator Signature	Date

BUILDING USE APPLICATION FORM

Date of Application:

Purpose of Activity:

**Date(s) Being Requested
for Use of Facilities:**

**How Many People Will
Attend this Activity?**

**Which School Areas are
Being Requested?**

☐ Auditorium

☐ Classroom

☐ Gymnasium

☐ Cafeteria

☐ _____

☐ _____

**What Special Equipment
is Being Requested?**

☐ Microphones

☐ Tables

☐ Piano

☐ Chairs

☐ _____

☐ _____

Rental Fee(s):

Total: \$ _____

**Required Items Before
Access is Given:**

☐ Certificate of Insurance

☐ All Fees

☐ Indemnity Agreement

☐ Signed Building Rental Agreement

Printed Name

Address

Phone

Signature

Date

Building Administrator Signature

Date