

PLEASE NOTE THE FOLLOWING:

The Hold Harmless Agreement, that is part of the rental form, needs to be completed as follows.

(Categories are in reference to the Category that the renter checks on the rental form.)

Category 1: Do not complete the form.

Category 2: Complete the form one time during a school year (July 1 through June 30)

Category 3: Complete the form every time you submit a rental form.

Category 4: Complete the form every time you submit a rental form.

RENTAL/FACILITY USAGE CONTRACT

I. Categories of Organizations Requesting Rental/Facility Usage:

(Please check which category pertains to your organization.)

- 1. School-sponsored sports or activities.
- 2. Booster Organizations, PTO Organizations, Little Wrestlers, Elementary Basketball.
- 3. Community Organizations for non-profit such as Little Vikes Football, Little Vikes Cheerleaders, WV Adult Basketball, Little League, Recreational Soccer, etc. (Community Organizations are required to sign a contract, **provide a certificate of insurance**, pay a rental fee and other associated costs for use of facilities as established by the Board.)
- 4. Organizations for profit. (Organizations for profit are required to sign a contract, **provide a certificate of insurance**, pay a rental fee and other associated costs for use of facilities as established by the Board.)

II. Facility Requested: (Please check.)

*** High School Building ***	*** Elementary School Building ***
<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Cafeteria
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Kitchen
<input type="checkbox"/> Gymnasium	<input type="checkbox"/> Gymnasium
<input type="checkbox"/> Auditorium	<input type="checkbox"/> Classroom # _____
<input type="checkbox"/> Classroom # _____	
*** Other ***	
<input type="checkbox"/> Viking Football Alumni Fitness Center	
<input type="checkbox"/> Other: _____	

III. User Information:

Name of Organization: _____

Name of Adult in Charge: _____

Address: _____

Telephone: Home: _____ Work: _____

IV. Rental/Usage Information:

Date(s): _____

Starting Time: _____ Ending Time: _____

Purpose: _____

V. Additional Information:

- 1. Are all participants WV students and/or residents? Yes No
- 2. Are you charging a fee for profit? Yes No
- 3. Public Events, Concerts, Matches, etc. require security personnel.
 Will the user supply their own security personnel? Yes No
(If your answer is no, the district will supply security personnel and your organization will be billed for these services at the current rate in effect on the date of your event.)
- 4. Do you wish to have the Board waive rental/custodial fees? Yes No
(Custodial fees may apply when custodians are not scheduled to work, such as a Sunday, unless all fees are waived.)

VI. Responsibilities of the Adult in Charge:

The adult in charge agrees to the following:

1. All activities of the group must be confined to the facility requested and nearest lavatories.
2. The group shall supply and be responsible for its own equipment. School equipment must not be used except as specifically authorized by the responsible building principal/superintendent.

VII. Insurance

The renter in categories 3 & 4 shall indemnify the Williams Valley School District against injury to patrons and personnel and assume full financial responsibility for damage to district property. **Proof of insurance must be supplied when applicable.**

The renter shall present to the superintendent/principal the completed contract along with the certificate of insurance. (School organizations are exempt from this provision.) The superintendent/principal shall present the signed contract and certificate of insurance to the School Board for approval or disapproval. The certificate of insurance shall evidence commercial/general liability coverage in the general aggregate amount of \$1,000,000.00; property and fire damage coverage in the amount of \$100,000.00; and medical expense coverage for any one person in the amount of \$5,000.00; or such other amounts as the Board deems appropriate. The certificate of insurance shall list the Williams Valley School District as "certificate holder" or "additional insured" at the discretion of the Board. The School Board reserves the right to request that the school district be named as an "additional insured" if it feels in its sole discretion such additional coverage is necessary.

VIII. Signature

Signature of Adult in Charge: _____

Current Date: _____

 **** Sections Below To Be Completed By Office Staff ****

Reviewed by:

Athletic Director _____
 Signature Current Date

Maintenance _____
 Signature Current Date

Building Principal _____
 Signature Current Date

Superintendent _____
 Signature Current Date

Action

Board Approval Date: _____

Administrative Approval Date: _____
(Board approval not applicable.)

Board Disapproval Date: _____

Rental Fees Waived: Yes No

Custodial Fees Waived: Yes No

Copy for: Requestor _____ Maintenance Supervisor _____ Athletic Office _____ Building Principal's Office _____

HOLD HARMLESS AGREEMENT
WITH COVENANT NOT TO SUE

The (Organization) _____ in consideration of being permitted to use the facilities of the Williams Valley School District ("Williams Valley"), such facilities being _____ ("Premises") and to conduct activities thereon or therein, agrees to the following terms and conditions.

The (Organization) _____ does hereby agree to save, hold harmless, defend, and indemnify Williams Valley and any and all of its employees, officers, agents, directors, and administrators from any and all claims, demands, causes of action, damages, injury or liability of any kind to any person or property caused by or arising from the use of the Premises by (Organization) _____. In consideration for the use of the Premises, the (Organization) _____ agrees in the event any judicial action of any nature is initiated against Williams Valley by any person(s) using the Premises in connection with activities initiated by the (Organization) _____, the (Organization) _____ will individually and/or in conjunction with its insurance carrier defend Williams Valley in such judicial action and provide any indemnification. The (Organization) _____ agrees that it will acquire insurance in such amounts and with such coverage as required by Williams Valley. Williams Valley shall be listed as an additional insured on such policy of insurance. Williams Valley will be supplied with a certificate of insurance evidencing such insurance coverage.

Furthermore, if any judicial action of any nature is initiated against the (Organization) _____ as a result of its use of the Premises, the (Organization) _____ agrees that it will not sue or join Williams Valley in any action arising out of such use for any injury or damage.

The undersigned does hereby knowingly, voluntarily, and willingly execute this agreement as of the _____ day of _____, 20_____.

Signature

Printed Name _____

Title _____

Witness

Use of Facilities Procedure Manual

Williams Valley School District

Introduction

The rental of any and all facilities shall be at the exclusive discretion of the Williams Valley School Board. The Williams Valley School Board expressly reserves the right to refuse to rent its facilities for any purposes whatsoever, and to reject any application which conflicts with school-sponsored events.

Permission for use of district buildings or facilities does not constitute endorsement by the district of any organization, the beliefs of an organization or group, or the expression by the district of any opinion regarding the organization.

Guidelines

Rental Forms –

Written application for the use of school buildings or facilities must be completed on a Rental/Facility Usage Request Form provided for that purpose and submitted to the building principal at least one (1) month prior to the date of the requested use. If the facilities are to be used by a group or organization, the application shall be made in the name of the organization and signed by an officer or authorized representative. All applications for facilities shall be dependent upon the availability of the facilities. The district and school-affiliated organizations shall have prior right to use all facilities. Waiver of the time requirement will be strictly at the discretion of the Superintendent and/or the Board.

District Personnel on Site –

A custodian and/or approved district representative will open and close the building, have charge of heating and ventilation of areas used, and assist in preserving order on the school premises and preventing damage to school property. The custodian shall not be expected to assist in any work not part of his/her regular duties. Arrangements for setting up tables and chairs, decorating, etc. are the responsibility of the renter. A custodian/district representative must be present during the entire occupancy of the building for all groups. Fees will apply as per the fee schedule included herein.

Liability –

The applicant shall be responsible for all thefts, damage, or destruction of school property and shall, upon demand, reimburse the district for such thefts, damage, or destruction. Reimbursement shall be based on replacement cost.

The Williams Valley School District will not be liable or responsible to any person or persons engaging in the activities or employed by the renting organizations in connection therewith, or any person or persons attending, or entering or leaving the premises (rented facilities/grounds); it being understood that the renting organization assumes all responsibility and liability for accidents or injuries which may occur or any claims which may arise out of the use of the premises and does further hold harmless Williams Valley School District, its agents or employees from any and all claims whatsoever that may arise from the rental.

Liability Insurance is required to show evidence of Organizational Liability. The certificate of insurance shall evidence commercial/general liability coverage in the general aggregate amount of \$1,000,000.00; property and fire damage coverage in the amount of \$100,000.00; and medical expense coverage for any one person in the amount of \$5,000.00; or such other amounts as the Board deems appropriate. The certificate of insurance shall list the Williams Valley School District as “certificate holder” or “additional insured” at the discretion of the Board. The School Board reserves the right to request that the school district be named as an “additional insured” if it feels in its sole discretion such additional coverage is necessary.

Inclement Weather --

When schools are closed due to inclement weather, all events are cancelled.

Discretion must be used during inclement weather or when fields are scheduled for maintenance or when scheduling outdoor facilities. Upon conferring, the Athletic Director, the Maintenance Supervisor, and/or the Superintendent reserve the right to postpone any activity that may cause harm to the playing field.

Prohibited Activities --

The following activities are strictly prohibited in school facilities when individuals and community groups are granted permission to use said school facilities:

- Possession, use or distribution of illegal drugs and/or alcoholic beverages.
- Possession of weapons.
- Conduct that would alter, damage or be injurious to any district property, equipment or furnishings.
- Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations.
- Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Board or Administration.
- Use of tobacco products.

Williams Valley School District Rental Rates for Use of School Facilities

Facility	Rental Rate	(Outside of the District)
		Outside Rate
Athletic Field	\$200	
Athletic Field Lights - per hour	\$50	
Auditorium	\$200	
Baseball Field	\$200	
Cafeteria, HS	\$100	
Cafeteria & Kitchen* HS	\$200	
Cafeteria, Elem.	\$100	
Cafeteria & Kitchen* Elem.	\$200	
Classroom	\$50	\$90
Computer Lab	\$100	\$150
Concession Stand	\$50	
Gymnasium/Stage ES	\$200	
Gymnasium HS	\$200	\$300 playoffs
Library HS	\$100	
Library Elem	\$75	
*Kitchen Security Deposit	\$150	
*Kitchen Personnel	Current Contractual Hourly Wages	

Booster Organizations –

In lieu of the rental fees stated, Board recognized Booster Associations have the option of paying a \$10.00 an hour rental fee, or 5% of their profits from the rental of a school facility.

Other Incurred Costs:

1. Custodial Personnel Costs, actual \$ Cost
2. Cafeteria Personnel Costs, actual \$ Cost
3. A \$75.00 Litter Fee will be charged to all groups using the facilities if necessary, based on an inspection by the principal and/or designee of the premises the day after the event and their determination of the school district's requirements in cleaning this area.
4. Cancellation of Events: Cancellation of events must be in writing no later than two (2) days before a scheduled event unless district personnel are scheduled and then no later than five (5) days. In the circumstances where events are not cancelled in writing within the time frame, any charges incurred by the district will be billed to, and be payable by, the named organization.