

# INTERBORO SCHOOL DISTRICT

## Building and Grounds Permit

Please complete (1) form per building request then submit to the facilities office:

Purpose of the rental: \_\_\_\_\_

<b>Building Requested:</b> <input type="checkbox"/> High School <input type="checkbox"/> Prospect Park <input type="checkbox"/> Administration <input type="checkbox"/> KA Center <input type="checkbox"/> Norwood <input type="checkbox"/> Glenolden <input type="checkbox"/> Tinicum <input type="checkbox"/> South Ave. Complex	<b>Facility Type (note specific information on blank):</b> <input type="checkbox"/> Classroom(s) _____ <input type="checkbox"/> Auditorium <input type="checkbox"/> Library <input type="checkbox"/> Gym <input type="checkbox"/> Café no kitchen use <input type="checkbox"/> Other Request(s): _____  <input type="checkbox"/> Parking lot <input type="checkbox"/> Athletic Field(s) Please list field: _____ _____
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\*Please note that not all facilities have air conditioning. It is also up to the organization to provide their own video and audio equipment unless otherwise indicated on this permit.

Approximate Number of Participants/Spectators: \_\_\_\_\_

Start Date: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Date: \_\_\_\_\_

End Time: \_\_\_\_\_

Day(s) Requested:  Sunday  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday

The use of said part or parts of building, facilities, and equipment or grounds will be for no other purpose other than as stated above. District personnel have been instructed to permit the use of only those items approved. The organization's applicant agrees that the permit and related fees for the approved date will be paid in full upon receipt of the invoice. Payment is to be made to an authorized agent of the school district. It is agreed that the applicant shall comply and be bound by the regulations set forth in the School District's policies.

Please check off that you, the undersigned, have read the regulations found on page two of this permit and agree that the organization(s) listed on this permit will abide by these regulations and any amendments made hereto.

\_\_\_\_\_  
(Printed Applicant Name)

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Applicant Street Address)

\_\_\_\_\_  
(Applicant Phone Number) (Date)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Applicant e-mail)

Facility Available:  Yes  No

\_\_\_\_\_  
(Principal Signature) (Date)

Facility Available:  Yes  No

\_\_\_\_\_  
(Facilities Director) (Date)

Building Fee: \$ \_\_\_\_\_ Custodial Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

# Permit Regulations

The Board of School Directors directs under the provisions of district policy that the following regulations shall apply to the temporary use of any part or parts of school buildings, including facilities, equipment and grounds.

- 1) All PIAA and school sponsored events take precedence over all other scheduled activities.
- 2) Written application by this approved permit that is signed by the applicant or the responsible officer of any applying organization.
- 3) The application is approved by the principal of the school and the Director of Facilities prior to the use of any Interboro Facility
- 4) The Director of Facilities will assign the appropriate fees that are set annually by the Board of School Directors.
- 5) Organizations will be charged the minimum three (3) hours for all cancellations of activities unless the District is notified at least 24 hours prior to cancellation.
- 6) This application is to be signed jointly by representatives of multiple groups to grant permission to use the same part or parts of the building or ground at the same time.
- 7) The applicant for the use of any portion of school buildings, including but not limited to facilities, equipment, or grounds of the Interboro School District, agrees to indemnify and forever save harmless the Interboro School District for all loss, liability, costs, expense, claims, damages and demands of every kind or nature of whatsoever, both at law and in equity, including personal injuries, death, and property damage, and such applicant agrees upon demand of the Interboro School District to pay for or reimburse the School District for any expenses of any kind arising from damage to School or other property caused by the applicant or any person or persons attending any function conducted on school premises by the applicant pursuant to the application.
- 8) The use of any part or parts of the school building, including facilities, equipment, or grounds shall be restricted to the purpose for which its use was permitted and the School District reserves the right to restrict and so supervise the use of the building and/or grounds as to carry into effect the provisions and intent of these rules and regulations.
- 9) Any applicant having the use of any part or parts of the building, including facilities, equipment or grounds shall be required to furnish police/security at applicant's own expense, if in the judgment of the School Board, such protection is desirable.
- 10) The use of tobacco in any building, in any form, and the possession or use of intoxicating beverages or liquor anywhere in or on the premises of any school property is prohibited.
- 11) Persons attending meetings must confine themselves to the rooms and corridors or grounds assigned to their use.
- 12) Disorderly conduct or any kind is prohibited and is punishable by ejection from the building or grounds.
- 13) The premises must be vacated on or before the time designated on the permit.
- 14) School Athletic or Recreation Fields:
  - a. Adequate supervision must be provided by organization using facilities during its activity.
  - b. Clean up of area must be done at the conclusion of day's activity.
  - c. School District will not be responsible for the layout, lining or maintenance of fields other than its normal maintenance program. Organizations that choose to line the fields must do so with temporary, chalk-based materials.
  - d. Organizations using these facilities shall not erect thereon any equipment or structures unless approved by the Board of School Directors.
- 15) The applicant is to furnish a certificate of public liability or other insurance in the amount of 2 million dollars also listing Interboro School District as additionally insured prior to the use of any Interboro field or facility.
- 16) Fields are for school district residents. Rosters indicating players' home addresses must also be submitted by the requested date. Failure to supply an insurance certificate and rosters by this date will result in the permit being rescinded.
- 17) Parking is only allowed on designated parking lots. No parking on grass areas is permitted. Visitors should be mindful of local traffic parking restrictions and neighborhood driveways and right of ways.
- 18) Applicants are responsible for all spectators as well as participants. The School District expects good sportsmanship and good neighbor practices as essential to maintaining a positive relationship and retaining the ability to secure a permit.

# INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (“User”), and the INTERBORO SCHOOL DISTRICT (“the District”)

## BACKGROUND

- A. User has completed and submitted a District Application For Use of a District Facility pursuant to School District Policy 707, a policy providing for the use of District facilities.
- B. The District has approved the User’s proposed use, in return for which the User is providing the protection provided in this Indemnification.
- C. Pursuant to this Indemnity Agreement, and as more fully set forth below, User agrees to indemnify and hold the District harmless from any and all claims or damages which may arise as a result of the User’s use of the District’s Facility. NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:
1. User covenants and agrees to indemnify and hold the District, and its board members, administrators officers, agents and employees (“the Indemnitees”) harmless from and against any and all liabilities, losses, damages, fines, suits, actions, demands, penalties, costs and expenses, including out-of-pocket, incidental expenses, legal fees and expenses, the allocated costs and expenses of in-house counsel and legal staff and the costs and expenses of defending or preparing to defend against any claim that may be imposed on, incurred by, or asserted against, the Indemnitees or any of them as a result of the User’s use of the District’s facilities.
  2. User also agrees to repair any damage to the facility and indemnify and hold the District harmless from and against any damages which the District may suffer arising out of the use of the facility, including but not limited the cost and expense of the repair of the facility, as well as all other costs associated therewith.
  3. In the event any claim is asserted against District (whether by correspondence, filing of suit or otherwise) for which District believes it would be entitled to indemnity under Section 1, the District shall notify User thereof, and shall permit User to assume the defense of any such claim, provided that User assumes such defense with due diligence and through competent counsel reasonably acceptable to the District, and at User’s expense. In the defense of any such claim, counsel so appointed shall be entitled to enter his or her appearance on behalf of the District, as its counsel, and to assert in such defense all defenses that the District would be entitled to assert including, without limitation, all defenses based on governmental immunity. the District agrees to cooperate fully in the defense of such claims. Nothing herein shall be construed to excuse any insurance carrier of the District from any obligation of defense it may have under any insurance policy, and in the event any such insurance carrier is obligated to defend a claim otherwise described above, the District shall submit such claim to the carrier for defense.
  4. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. User agrees that any dispute arising out of this Agreement shall be adjudicated in the Court of Common Pleas, Delaware County, Pennsylvania submits to the exclusive venue and exclusive jurisdiction of the Court of Common Pleas, Delaware County, Pennsylvania.
  5. User shall secure a liability insurance policy naming the District as an “additional insured” in the amount of \$2,000,000.00. A copy shall be provided to the District. The scope of coverage of the insurance policy shall be that satisfactory to the District and shall include at least all use put to the facility used. In the event that the insurance elapses at any time, the District may terminate the right of User to use the facility immediately.
  6. Any notices required or permitted to be given hereunder shall be given in writing and shall be sent by Certified Mail, Return Receipt Requested, or by a reputable overnight delivery service requiring a delivery receipt (e.g., Federal Express or UPS), and addressed to the respective parties as follows, unless and until any party gives notice to the other parties of a different address, in writing
  7. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF, the parties hereto have executed this Indemnity Agreement as of the day and year first above written.**

**USER:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**INTERBORO SCHOOL DISTRICT:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Wishing to encourage the broader use of the facilities of the Interboro School District by the citizens and organizations of this district, the Board of School Directors establishes the following regulations for such use in conjunction with School District Policy 707:

### **1. Classification of Users**

A. Class 1- Includes, Interboro School District clubs and organizations such as band/music boosters, athletic boosters, parents and educators associations, student clubs and organizations, and district employee organization. **Fees, No charge for facility use when custodial personnel are regularly on duty. If custodial personnel are not on duty, the user may be responsible to pay for the cost of custodial personnel.**

B. Class 2 – Includes, Interboro School District Community clubs and organizations such as district civic organizations, district youth organizations, district organizations, and district educational groups. **Fees, No charge for facility use when custodial personnel are regularly on duty. If custodial personnel are not on duty, the user shall pay for the cost of custodial personnel along with insurance requirements, and signed hold harmless agreement.**

C. Class 3 - Includes, but is not limited to, groups and/or organizations such as (1) non-public schools, (2) adult industrial recreation groups/athletic leagues, (3) profit-making organizations. **Fees, must pay the appropriate facilities usage charges and custodial fees along with insurance requirements, and signed hold harmless agreement.**

D. Class 4 – Includes, but not limited to, organizations that provide a service for the betterment of the Interboro School District. **Fees, Facilities and custodial fees along with insurance requirements**

### **2. Users Fee Schedule**

Please see attached fee schedule

### **3. Required Liability Insurance**

A. Groups and organizations falling into Classifications II and III must submit Certificate of Insurance with application for facility use. Facility usage will not be authorized without evidence of insurance. The said certificate shall include the Interboro School District as an additional insured under the conditions and coverage of the policy. Coverage requirements for the use of facilities shall be:

General Liability (Bodily Injury and Property Damage) - \$2,000,000

### **4. Application for Building Use for a Series of Meetings or Activities**

A. An applicant / organization who seeks usage of a facility on a continuing basis, may file only one application listing all individual usage dates.

### **5. Restrictions**

A. The possession and/or use of alcoholic beverages or other mood modifiers on school grounds or in school facilities are strictly forbidden.

B. Smoking is not permitted in any school facility. Effective July 1, 1994, smoking anywhere on any school property is prohibited and punishable by fine.

C. The user is accountable for the proper conduct of participants and spectators and shall remain on the premises until all other persons have vacated the premises.

D. Personal items of the user, such as equipment or stage sets, must be removed immediately following the activity.

E. All users must meet with the district's Facilities Manager prior to their usage and attend the Annual Facilities usage Meeting, to review the guidelines and procedures.

## **Facilities Usage and Custodial Fee Schedule**

<b>No.</b>	<b><i>BUILDING USAGE in EXCESS OF NORMAL OPERATIONS</i></b>	<b><i>Class</i></b>	<b><i>Cost</i></b>
<b>1</b>	Custodial Rate (Starts 1 hour before ends 1 hour after)	<b>All Classes</b>	<b>\$36.00/HR</b>
<b>2</b>	Interboro Youth Clubs – Does not include Sunday usage	<b>Class 2,3,4</b>	<b>\$250/per season</b>
<b>3</b>	Interboro youth Club – Sunday Basketball Jan1st – March 31 <sup>st</sup>	<b>Class 3,4</b>	<b>\$750/per season</b>
<b>4</b>	All Gyms (no high school gym rentals)	<b>Class 3,4</b>	<b>\$50.00/per event</b>
<b>5</b>	High School Auditorium	<b>Class 3,4</b>	<b>\$150.00/per event</b>
<b>6</b>	Lighting And Sound Equipment Requires \$250.00 Deposit	<b>Class 3,4</b>	<b>\$250.00/per event</b>
<b>7</b>	Classrooms	<b>Class 3,4</b>	<b>\$25.00/per event</b>
<b>8</b>	Library	<b>Class 3,4</b>	<b>\$25.00/per event</b>
<b>9</b>	Athletic Field (per sport, per team)	<b>Class 3,4</b>	<b>\$350.00/per event</b>
<b>10</b>	Cafeteria (no use of food equipment)	<b>Class 3,4</b>	<b>\$50.00/per event</b>