

**NINEVEH-HENSLEY- JACKSON-UNITED SCHOOL CORPORATION
FACILITY RENTAL AGREEMENT**

Introduction:

The Nineveh-Hensley-Jackson United School Corporation establishes policies and guidelines designed to provide wide community use of facilities. NHJ recognizes that the community has invested a great deal in buildings, and those buildings will be available whenever regular school programs are not adversely affected.

While the NHJ School Board has adopted an attitude of community service, it must be noted that service does cost money, and budgetary obligations must be met. Financial restrictions and limitations dictate that the cost of the facility usage by the community should not be at the expense of regular school funding nor programs.

Organization of the Agreement:

The policies and procedures for facility usage for the Nineveh-Hensley-Jackson United School Corporation shall address: (1) Existing policies and guidelines for the usage of any/all Nineveh-Hensley-Jackson USC facilities, (2) Eligibility and prioritization of facility users, and fee structures connected to the usage of Nineveh-Hensley-Jackson USC facilities, and (3) Application for school facility use.

Policy Section:

1. The use of all school facilities for any purpose whatsoever shall be cleared through and approved by the School Principal.
2. Nineveh-Hensley-Jackson USC reserves the right to deny the use of school facilities to any individual or group.
3. The user of the facility is responsible for the reasonable care of the facility and for the proper conduct of members of the group. The user will be responsible and billed for any loss or damage to Corporation property, including property of students and employees.
4. The School Principal must ensure that an authorized representative will be present during proposed use to open the facility, to safeguard it during use, and to secure the facility at end of its use.
5. The use of the building will be strictly confined to areas designated and included on the Application. The organization making application will be held responsible for the compliance of these rules by all persons participating in or pertaining to the activity. In case of doubt, the school custodian or representative of the school system on duty shall have immediate authority in any matter covering the use of the building. Failure to comply with these rules and regulations will be sufficient reason to cancel future privileges of school facilities.
6. All Applications issued by the Building Principal are subject to cancellation with or without due notice for any reason.
7. Gambling, the use of tobacco, alcohol, or illegal substances on school property is strictly prohibited.

8. No furniture or equipment shall be used or moved without express approval on the Application or consent of the School Principal.
9. The use of special equipment such as stage lighting, cafeteria equipment, curtains, goals, bleachers, etc. shall be permitted only when operated by School Employees or other persons authorized by the School Principal or his/her representative.
10. No signs, displays, or other materials may be located on school property unless specifically noted on the Application.
11. It shall be the responsibility of the organization renting the facility to obtain any and all permits of approval necessary for the state and/or local agency pertinent to the event.

Priority of Use:

Eligible Renters:

Local groups or organizations having a majority of their membership residing within Nineveh-Hensley-Jackson Township. The group representative must be at least twenty-one (21) years of age, a resident of Nineveh-Hensley-Jackson Township, and/or financially responsible.

The building principal shall determine the necessity and number of custodians/supervisors.

Building Principal(s) must submit the facility usage form to the Superintendent. The Superintendent must approve any fees or charges that are adjusted and/or waived. This includes facility usage, cafeteria and custodial workers, set-up charges and utility costs.

Normal weekday hours are 8:00 a.m. to 9:00 p.m. Monday through Friday during the school year when using custodial services, which excludes weekend hours and summer hours.

Rental Charge Calculation:

Group 1: School-Affiliated and School-Community Groups

(a) School-affiliated groups are defined as those whose activities directly related or supporting a Nineveh-Hensley-Jackson United School Corporation building. Examples would be extra-curricular clubs and activities, Parent Teacher Organizations (PTO's), NHJ Education Foundation, after-prom committee, athletic groups (i.e. basketball, baseball, softball) approved by head coach and athletic director, booster clubs, and governmental agencies. These groups need to complete a separate questionnaire about general liability coverage. (All participants of these groups must be students at NHJ. Any exceptions need prior administrative approval.)

(b) School-community groups, indirectly associated with the school, defined as those providing educational, recreational, and cultural activities, administered collaboratively with the Board, will be granted second priority to available space and facilities. Examples of these organizations are Boys Scouts, Girl Scouts, Bantam Football, Boys/Girls Basketball, and AAU Youth Leagues. These groups need to submit a certificate of liability insurance that is explained later on in this document. (All participants of these groups must be students at NHJ. Any exceptions need prior administrative approval.)

Normal Weekday Hours: No charge (unless custodian or cafeteria worker needed)
Weekends: \$30.00 an hour per custodian needed and \$25.00 an hour per cafeteria worker needed. All costs (FICA, etc.) will be included in the hourly rate.

Group 2: Community/Private Nonprofit Groups

Community/Private nonprofit groups are defined as governmental agencies; groups primarily comprised of Corporation residents providing civic, educational, or cultural activities and staffed by volunteers and those primarily comprised of employee or community residents who are requesting solitary, occasional or regularly scheduled use for an activity with educational, cultural, religious, or charitable goals. Any adult community organization not directly related to the school district, but supports community activities. Examples would be Lions Club, Rotary Club, and Neighborhood Associations.

Normal Weekday Hours: No charge (unless custodian or cafeteria worker needed).
Weekends: See Rental Schedule

Group 3: Commercial user or any organization not identified in Group 1 or 2

Commercial users, defined as private, for-profit businesses, vendors, or entrepreneurs whose purpose is direct or indirect financial gain and whose use of facilities will result in financial gain, or promotion of their business or enterprise.

Normal Weekday Hours: See Rental Schedule
Weekends: See Rental Schedule

Insurance Coverage:

Nineveh-Hensley-Jackson United School Corporation (NHJUSC) requires proof of insurance of all users and events which are not sponsored by the corporation. An insurance certificate showing proof of insurance for a minimum of \$1,000,000 per occurrence, and \$2,000,000 aggregate, combined single-limit bodily injury and property damage liability, must be submitted to and approved by NHJUSC before the facility may be used. The certificate must list NHJUSC as an additional insured. Any changes or differences in above listed liability limits must be approved by the Superintendent

Indemnification and Hold Harmless Clause:

To the fullest extent permitted by law, the APPLICANT agrees to indemnify, defend, and hold harmless the Nineveh-Hensley-Jackson United School Corporation, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services or use of facilities under this Agreement; provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the APPLICANT, or anyone directly or indirectly hired by APPLICANT, or anyone for whose acts APPLICANT may be liable, regardless of whether or not it is caused in whole or in part by the

actual or alleged negligent acts, errors, or omissions of the Nineveh-Hensley-Jackson United School Corporation, its officers, agents, volunteers, or employees, or a party indemnified hereunder. The Nineveh-Hensley-Jackson United School Corporation reserves the right, but not the obligation, to participate in defense without relieving APPLICANT of any obligation hereunder.

Notice:

On days when school has been cancelled because of emergency conditions, the school buildings may not be available. All scheduled use will normally be canceled unless the renter contacts the Facility Administrator no less than six hours prior to the event, to confirm the availability of the facility.

Promotional Material:

The Facility Administrator/designee shall require approval of all proposed advertising or promotional materials of your event before distribution or posting of such material. Promotional materials may be required to contain the following disclaimer, prominently displayed or affixed to the material:

The Nineveh-Hensley-Jackson United School Corporation neither endorses nor sponsors the organization or activity represented in this material. The distribution or display of this material is provided as a services by the provider.

**NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION
CHARGES FOR THE USE OF SCHOOL FACILITIES**

	<u>Rental</u>	<u>Utility Fee</u>
Elementary/Intermediate Schools:		
Kitchen	-see rate below	
Dining Room	50.00	50.00
Classroom	30.00	-
Gymnasium *	35.00	50.00
Media Center	30.00	50.00
Middle Schools:		
Auditorium	75.00	75.00
Kitchen	-see rate below	
Dining Room	75.00	75.00
Classroom	30.00	-
Commons Area	30.00	-
Gymnasium *	50.00	125.00
LGI Room	50.00	50.00
Media Center	30.00	50.00
High School:		
Athletic Fields	Schedule	Schedule
Kitchen	-see rate below	
Dining Room	75.00	75.00
Classrooms	30.00	-
Conference Rooms	30.00	-
Media Center	75.00	75.00
Swimming Pool	200.00	150.00
Gymnasium *	50.00	50.00
ICLC Classroom	50.00	50.00
Shelter House:	30.00	10.00

*A set-up charge of \$35.00 will be assessed if the basketball goals are required.

Kitchen: In addition to facility rental, there will be an additional charge of \$30.00 per hour for each custodian and \$25.00 per hour for each cafeteria worker. Rates are calculated from the time a building is opened until it is vacated and all clean-up is complete. (FICA and any additional expenses are included in the hourly rate.)

Auditorium rental will require additional charges for sound/lighting technicians.

Swimming pool rental will require the hiring of a Water Safety Instructor and lifeguards. The number of lifeguards hired will be based upon the number of swimmers using the pool.

Rental of facilities for profit making activities by outside groups will require Superintendent approval.

Rates will increase by 50% to renters whose principal center of operations is outside Nineveh, Hensley, and Jackson Townships.

Charges may be waived or adjusted by the Superintendent. A security deposit may be required.

NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION

CHARGES FOR USE OF ATHLETIC FIELDS

The charges provided below are the base rental fees. The hourly charge does not include any labor costs. Labor cost at \$25.00 per hour will be added for supervision, clean up, security, scoreboard, etc. The school principal/designee shall determine labor required for the event.

	Group 2	Group 3
Varsity baseball competition diamond (s)*	25.00	25.00
Varsity Track*	25.00	25.00
Varsity Football Field*	100.00	500.00
Varsity softball competition diamond (s)*	25.00	25.00

*Use of lights will be charged at \$25.00 per hour.

Charges may be waived or adjusted by the Superintendent.

A security deposit may be required.

NINEVEH-HENSLEY-JACKSON UNITED SCHOOL CORPORATION

802 South Indian Creek Drive

Trafalgar, IN 46181

Phone: (317) 878-2100 Fax: (317) 878-5765

APPLICATION TO USE SCHOOL FACILITY

Rules and Regulations

The applicant organization agrees to abide by the following rules:

1. All directions of the school supervisor must be followed.
2. Pay for all damages to the building or property caused by your negligence.
3. No tobacco products or alcoholic beverages will be permitted in the facility.
4. No unsupervised minors will be on the premise.
5. Relinquish the facility at anytime if a school function is scheduled for the time you have requested.
6. Confine your group to the area of the building scheduled for your use.
7. The School's policy on fuel conservation will be followed.
8. All policies of the school corporation; are to be adhered to.

Additional Gym Rules:

9. List the names of all players that will be using the facility.
10. Use of gym is interpreted to mean gym facility only and players are expected to stay in the vicinity of the gym.

Any infraction of the above rules shall be reported to the school principal by the supervisor and the above organization will forfeit all rights to use the facility in the future.

Name of the organization _____

Name of the building requested _____ Name of facility (gym, classroom, dining room, kitchen, etc) _____

Day(s) and date(s) of intended use _____

If repeat usage, night/day of week requested _____

Time of day requested from _____ to _____

Purpose _____

Person applying for facility use:

Send Bill to:

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Phone _____

Phone _____

I understand the rules and regulations provided.

Applicant's Signature _____

Anticipated TOTAL \$ _____

Final TOTAL \$ _____

Send Invoice Enclosed Check # _____ \$ _____

Approved Denied

Principal's Signature _____

Superintendent Approval _____

FACILITY RENTAL AGREEMENT – FEE CALCULATOR

Normal weekday hours are 8:00 a.m. to 9:00 p.m. Monday through Friday during the school year (excluding weekend and summer hours) when using custodial services.

➤ **Step 1: Determine the appropriate group classification.**

Group 1: (a) School-affiliated groups are defined as those whose activities directly related or supporting a Nineveh-Hensley-Jackson United School Corporation building. Examples would be extra-curricular clubs and activities, Parent Teacher Organizations (PTO's), NHJ Education Foundation, after-prom committee, athletic groups (i.e. basketball, baseball, softball) approved by head coach and athletic director, booster clubs, and governmental agencies. These groups need to complete a separate questionnaire about general liability coverage.

(b) School-community groups, indirectly associated with the school, defined as those providing educational, recreational, and cultural activities, administered collaboratively with the Board, will be granted second priority to available space and facilities. Examples of these organizations are Boys Scouts, Girl Scouts, Bantam Football, Boys/Girls Basketball, and AAU Youth Leagues. These groups need to submit a certificate of liability insurance that is explained later on in this document.

Group 2: Community/Private nonprofit groups are defined as governmental agencies; groups primarily comprised of Corporation residents providing civic, educational, or cultural activities and staffed by volunteers and those primarily comprised of employee or community residents who are requesting solitary, occasional or regularly scheduled use for an activity with educational, cultural, religious, or charitable goals. Any adult community organization not directly related to the school district, but supports community activities. Examples would be Lions Club, Rotary Club, and Neighborhood Associations.

Group 3: Commercial users, defined as private, for-profit businesses, vendors, or entrepreneurs whose purpose is direct or indirect financial gain and whose use of facilities will result in financial gain, or promotion of their business or enterprise.

➤ **Step 2: Determine the base rental and utility fees.**

The charges provided below are the base rental fees. All rates listed are for a 2-hour minimum. Any time over 2 hours will result in additional charges in Step 4. Rates are calculated from the time a building is opened until it is vacated and all clean up is complete.

	<u>Group 1 Rental & Utility</u>	<u>Group 2 & 3 Rental</u>	<u>Utility</u>	<u>Total</u>
ICES/ICIS:				
Kitchen	n/c	-see additional fees below		_____
Dining Room	n/c	50.00	50.00	_____
Classroom	n/c	30.00	-	_____
Gymnasium *	n/c	35.00	50.00	_____
Media Center	n/c	30.00	50.00	_____

ICMS:

Auditorium	n/c	75.00	75.00	_____
Kitchen	n/c	-see additional fees below		_____
Dining Room	n/c	75.00	75.00	_____
Classroom	n/c	30.00	-	_____
Commons Area	n/c	30.00	-	_____
Gymnasium *	n/c	50.00	125.00	_____
LGI Room	n/c	50.00	50.00	_____
Media Center	n/c	30.00	50.00	_____

ICHS:

Kitchen	n/c	-see additional fees below		_____
Dining Room	n/c	75.00	75.00	_____
Classrooms	n/c	30.00	-	_____
Conference Rooms	n/c	30.00	-	_____
Media Center	n/c	75.00	75.00	_____
Swimming Pool	n/c	200.00	150.00	_____
Gymnasium *	n/c	50.00	50.00	_____
ICLC Classroom	n/c	50.00	50.00	_____

Shelter House: n/c 30.00 10.00 _____
Must remove all trash

Athletic Fields: (no utility fees)	Group 2	Group 3	Total
Varsity baseball competition diamond	25.00	25.00	_____
Varsity Track	25.00	25.00	_____
Varsity Football Field	100.00	500.00	_____
Varsity softball competition diamond	25.00	25.00	_____

Total from Step 2:

➤ **Step 3: Determine additional fees based on the criteria below:**

- Are basketball goals required? No Yes, add \$35.00 _____
- Are lights required for the athletic field? No Yes, add \$25.00/hr _____
- Is labor required for athletic fields? No Yes, add \$25.00/hr _____

Labor cost at \$25.00 per hour will be added for supervision, clean up, security, scoreboard, etc. as determined by the Principal or his/her representative.

GROUP 1, 2, & 3:

Is the event on a weekend? No Yes

Or after school weekday hours for Kitchen use? No Yes

If yes, add the following charges per employee (*2-hr minimum*):

Cafeteria Worker No Yes, add \$25.00/hr _____

Custodian No Yes, add \$30.00/hr _____

Total from Step 3:

➤ **Step 4: Please note any other fees based on the information below:**

- Auditorium rental will require additional charges for sound/lighting technicians.
- Swimming pool rental will require the hiring of a Water Safety Instructor and lifeguards. The number of lifeguards hired will be based upon the number of swimmers using the pool.
- Rates will increase by 50% to renters whose principal center of operations is outside Nineveh, Hensley, and Jackson Townships.
- It shall also be the responsibility of the organization renting the facility to provide the School Principal with a certificate of insurance. An insurance certificate showing proof of insurance for a minimum of \$1,000,000 per occurrence, and \$2,000,000 aggregate, combined single-limit bodily injury and property damage liability, must be submitted to and approved by NHJUSC before the facility may be used. The certificate must list NHJUSC as an additional insured. Required only of Groups 1(b), 2 and 3.

➤ **FINAL STEP (Step 5):**

ADD AMOUNTS FROM STEPS 2 & 3 & 4 FOR TOTAL COSTS:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART


With respect to coverage provided by this endorsement, the provisions of the coverage part apply unless modified by this endorsement.

SCHEDULE OF CLUBS OR ORGANIZATIONS*

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*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

Section II – Who Is An Insured is amended to include the following as insureds:

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1. Any Club or Organization shown in the Schedule, but only with respect to its liability for your activities or activities it performs on your behalf.
 2. Any officer or member of the Board of Directors for the Club or Organization named, but only while acting within the scope of their duties as such on your behalf.
 3. Any person(s) who is/are club or organization member(s) or "volunteer worker(s)," but only while acting at the direction of, and within the scope of their duties for that club or organization.



CLUB, ORGANIZATION OR ASSOCIATION QUESTIONNAIRE

To Be Completed For EACH Club Organization Or Association

Date

Producer Code Subcode	Name and Mailing Address: Website Address: Effective Date Expiration Date Policy/Account Number:
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GENERAL INFORMATION

1. Name of club, organization or association: _____
 2. Number of years in existence: _____
 3. Legal status of entity (corp., unincorp. assn., other): _____
 4. Purpose of entity:
 5. Type of fund raising activities conducted in most recent three years:
- If event includes sales, describe products sold.

ADDITIONAL INFORMATION

- Yes No
1. Sponsor any events?
 If yes, provide details:
 List items sold by entity:
 2. Do members perform crowd control at any school or other event?
 If yes, explain:
 3. Is there any sponsorship of "hazardous events" (i.e. fireworks, tractor pulls, greased pig, donkey basketball or baseball, aircraft exposures or the like)?
 If yes, explain:
 4. Are alcoholic beverages furnished, served or sold during any activity or meeting? If yes, provide details; including name of carrier and limits of insurance:

Thank you for your cooperation and assistance.

Completed By _____ Position _____ Date _____