

BOYERTOWN AREA SCHOOL DISTRICT **TERMS OF USE --- FACILITY RENTALS**

- Boyertown Area School District reserves the right to modify and/or cancel a requested event at any time, either prior to event approval or after event approval.
- **Changes** and/or **Cancellations** of approved event(s) by Groups must be done at least **five (5) business days** prior to the first day of event(s), or applicable facility rental fees will still be charged.

NOTE– If the District cancels a Group’s approved event, for any reason **other than** at the request of the Group, the Group **will not be charged fees** for that specific event.

- Groups in Group 3 and Group 4 are subject to an **annual \$25.00 Application Fee**, which will be billed at the time of the first event and will be charged to the first event of each school year thereafter.
- **SECURITY** – If the District determines that Security is necessary for an event, the District will make the appropriate arrangements, but the Group is responsible for all Security Fees. *If the Group cancels an event under the 5-business day timeframe, or if the Group does not show on the day of the event, the Group will still be responsible for all Security charges.
- A **Certificate of Insurance (COI)** is required. The application process will not be complete until a valid certificate is on file in the Business Office. The Boyertown Area School District must be named as an **additional insured** and as **Certificate Holder**. All parties agree that the school district shall be held harmless by the user for any liability that arises from use of school facilities by the individual or group.
- Any Group bringing in another Group or Vendor must also provide that Group’s/Vendor’s Certificate of Insurance or that Group/Vendor will **not** be permitted to take part in the event.
- The renting Group will be held responsible for any damage to property due to its occupancy during the rental period for their event(s).
- Groups may enter in event requests up to the expiration date noted on the Certificate of Insurance.
- Event requests should be entered in **one month at a time** – begin an event request, enter in all dates needed for a specific month, then submit the request.
- Arrival time for event(s) will be **no earlier** than the time indicated on the request.
- Any and all parties named herein are permitted to use **only the area(s) as requested** on the event request. No other room(s) or portion(s) of the facilities will be available or should be used.

- Any individual and or entity named herein must comply with directions given by the building employee who oversees the facilities at the time the instruction is given.
- The lessee cannot bring to the leased premises any other group unless it is noted in the original facility use event request. For example, team A who leased a gymnasium or field, cannot invite team B unless the fact was stated on the approved event request. *ALL other Groups/Vendors must also provide a Certificate of Insurance.
- Lessee must vacate the facility by **10:00 PM**. If the premises are not evacuated by 10:00 PM, then the custodial fees double in amount for each hour after 10:00 PM, to be billed based off the custodian's submitted hours. *Refusal to leave by 10:00 PM could result in losing permission to use District facilities for future events.
- School premises must be left in the same condition in which they were found. Fees will be charged for the cost of any additional custodial or maintenance services required as a direct result of the activities of the Group or group.
- The school district will not be responsible for any expenses or losses incurred by the individual or Group requesting use of school facilities. This pertains to, but not limited to, such things as inclement weather, malfunctioning of the building/room HVAC system, building's water/sanitary sewer system, electrical system, and alike systems and operations.
- If schools are dismissed early (or are closed due to circumstances beyond the control of the School District), all morning, afternoon and evening school activities, all community events and all ML events scheduled to take place in the Boyertown Area School District that same day are canceled.
- If schools are dismissed early or are closed on a Friday, and there is a weekend event, the individual in charge of the event **shall contact the building's head custodian to learn if the building is available.** *If snow removal is needed for an event when schools are closed (ie. Holiday or weekend), cost for the snow removal shall be paid by the party leasing the district's facilities.
- When an emergency signal is sounded (fire alarm, smoke detection, etc.) all activities must cease immediately. All occupants must leave the building at once and walk a safe distance from the facilities, leaving sufficient room for emergency vehicle(s). Anyone failing to leave the building may result in that individual and or Group being prohibited from using any Boyertown Area School District facilities.
- No pets are allowed in district buildings or on school property (*Please note - this is not inclusive of service dogs).
- The Boyertown Area School District shall not be liable for non-performance of use of facilities when such non-performance is attributable to all causes whether stated herein or not, which are beyond the reasonable control of the said School District.

- The building principal, or designee, retains the right to oversee the event(s) to maintain a cooperative working relationship and building operation success. The building principal, or designee, retains the right to reassign the event(s) if deemed best for the building.
- Any and all types of alcoholic beverages are prohibited from being brought onto and or consumed on school district property. Violation of this regulation may result in that individual and or Group being prohibited from using any Boyertown Area School District facilities.
- Any and all types of tobacco products are prohibited from being used in a structure owned and operated by the Boyertown Area School District. Violation of this regulation may result in that individual and or Group being prohibited from using any school district's facilities.
- By completion of this application, and signature(s) thereon, any and all parties named herein certifies an understanding and willingness to (a) abides with School District's **Policy 707** and (b) remain faithful to the specific building's rules, regulations and provisions of said building.

03.26.2024