



HOPE for Hyndman Charter School



130 School Drive
Hyndman, PA 15545
(814)842-3918

USE OF FACILITIES FORM

DIRECTIONS: Complete and return to the Athletic Director at least two (2) weeks in advance of the requested use date(s). You will receive confirmation of approval or denial of your request including all fees by email unless other arrangements are made.

Date of Application: _____ Date(s) Requested: _____

Name of Organization: _____

Organization Type: Non-Profit Community Individual For-Profit

Email Address: _____ Phone #: _____

Mailing Address: _____

Type of Activities to be conducted: (Ex. Basketball game, play, meeting, class, etc.)

Start Time: _____ End Time: _____

(The requested time frame should allow time for setup and clean-up of the event)

Expected number of attendees (spectators & participants): _____ Is admission being charged? _____

Access will only be granted to the specific areas requested for the event. Please indicate your request below. (Please use the attached map to indicate specific areas that will be used).

_____ Cafeteria

_____ Gymnasium

_____ Kitchen

_____ Concession Stand

_____ Public Restrooms

_____ Softball Field

_____ Activity Field(s)

_____ Classroom(s)

Room number(s) _____

Equipment Needed:

_____ Sound System

_____ Kitchen Equipment

_____ Projector

_____ Projection Screen (cafeteria)

Special Requests: _____



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I assure the HOPE for Hyndman Charter School that I have read and understand all of the information made available on the Use of Facilities and that we will follow all of the provisions contained therein and that the above event will be properly conducted and this organization will be responsible for the conduct of participants and spectators and the care of school property as per board regulations.

Applicant _____
Printed Name Signature

Office Use Only: Signatures required in order listed!

- 1. Athletic Director
Fees:
2. Operations Manager:
3. Maintenance:
4. Food Service:

NOTES (workers needed and number of hours, etc.):

- 5. CEO or Principal:
6. Security Officer(Connie):

Please return this form to the Office/Personnel Manager once everyone has signed and form is complete.

Office/Personnel Manager Use only:

Total Estimated Fee: Rental \$ Service: \$ Supplies: \$
Date applicant notified: Method of notification: Email Mail In-Person

HOPE for Hyndman Charter School Use of Facilities

INFORMATION

APPLICATION

A written application for the use of the school building or the use of school grounds must be completed on the form provided for the purpose. The form shall be submitted to the Athletic Director or designee. If the facilities are to be used by a group or organization, the application shall be made in the name of that organization and signed by an officer or authorized representative of that organization. The officer will receive written confirmation or denial of the request along with a statement of required fees.

AVAILABILITY

School programs and school organizations have preference to all facilities. Scheduled maintenance activities may also affect availability. Approved non-school groups will be assigned space according to the order of receipt of application.

FOOD SERVICE/MAINTENANCE

A meeting must be held with the food service staff and the Office Manager to determine the need for school employees on site. The Office Manager has the authority to indicate the number of hours and type of employee needed.

DAMAGE AND THEFT

The Applicant shall be responsible for all thefts of school property, damage thereto, or destruction thereof, and shall upon demand, reimburse the school for such thefts, damage or destruction. Reimbursement shall be based on replacement costs.

POLICE PROTECTION

Applicants receiving permission to use school facilities are held responsible for the conduct of both the participants and the spectators. Adequate provision must be made to handle anticipated crowds properly. The applicant must assume responsibility for securing police protection for any event where such protection in the sole judgment of the principal is deemed necessary. Proper adult supervision must be provided at all times where school age children are in attendance at the facility.

AUTOMOBILE PARKING

Applicants must provide necessary and sufficient personnel to make certain that automobiles are properly parked and school property protected. An open traffic lane must be maintained around the building at all times in order that adequate police and fire protection can be maintained. There is to be **NO PARKING** in the circle outside the gym or any other areas where the curb is painted red or yellow. Parking is at the risk of the car owner unless the renter of facilities assumes that responsibility. The School is **NOT** responsible for damage of automobiles.

PAYMENT

All payments for rental, custodial charges and/or other fees are due when the invoice is rendered.

HOPE for Hyndman Charter School Use of Facilities

GUIDELINES

1. The sponsoring organization shall conduct orderly gatherings and such gatherings shall not incite others to disorder.
2. Buildings or grounds shall not be used for purposes which are unlawful, immoral or unbecoming a school setting.
3. The Board of Education prohibits gambling and the use of alcoholic beverages, drugs, and tobacco of any kind at any function on school property. The use of food or sale of food must be specifically approved in the application. Such permission must not be assumed.
4. School building shall not be used for parties or celebrations which are essentially private in nature. This exclusion includes birthday, anniversary, weddings and other similar parties.
5. There shall be no signs, banners, pennants, etc., affixed on any school buildings or on school grounds by any group except those associated with activities sponsored by the school or school-connected organizations.
6. The applicant is responsible for confining spectators and participants to the rooms or parts of the building specifically included in the agreement.
7. It is assumed that the building shall be opened from one-half hour before the scheduled time of the program, and that the building will be closed one-half hour after the scheduled end of the program. Additional time may be needed after securing the building to clean the area used in order to be ready for school students to occupy and fees for cleaning will be assessed by the CEO or designee of the building. If practice sessions or preparation sessions are required, additional charges will be made as determined by the CEO or designee.
8. Additional fees may be imposed for services not generally provided during the time frame of rental. Electrical costs associated with air conditioning, and electric stoves are examples.

HOPE for Hyndman Charter School Use of Facilities

CLASSIFICATION OF ORGANIZATIONS REQUESTING PERMISSION

Class 1: Building Used for School Activities –

School groups using the building under conditions set forth by the CEO. Under normal conditions, there will be no charge for the use of the building in this manner; however, charges will certainly be considered if the costs are significantly increased because of the time of year or the time of week. For example, use of the building on a Saturday increases labor costs considerably over the regular weekday use. Before the CEO approves such usage, payment of the additional costs should be carefully considered.

Class 2: Building Use by Groups Directly School Related –

Groups included are: Athletic Boosters, Band Boosters, Parent-Teacher Organizations, Bedford Area Parks and recreation, Scouting Organizations, Colleges and Universities offering courses with Board approval.

In this category, there is no charge for meeting use if the meetings are of reasonable length. If these groups are holding a fund-raising activity directly benefiting programs in the school, there is no rental charge; however, there may be a charge for custodial costs or costs for other special services as determined by the CEO. For the Bedford Area Parks and Recreation Organization, the cost of custodial and other special services charges will be levied as determined by the CEO. For students requesting the use of facilities for a senior project outside of the regular workday, there will be a maximum charge of \$25 for custodial services.

Classifications 3 through 7 will be required to maintain a comprehensive general liability insurance policy with a company or companies authorized to do business in the Commonwealth of Pennsylvania providing a minimum liability amount for personal injury (or death) and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) combined single-limit. The organization covenants to maintain such liability insurance in full force and effect and to name the School as additional named insureds throughout the duration of its use of the Facility. A certificate of insurance in effect through the rental period must be supplied with the application for use of school property.

Class 3: Building Used by Noncommercial Community, Civic, or Service group from within the bounds of the Bedford Area School District in which there is no admission charge or offering solicited-

No rental fees will be assessed for these organizations; however, they will be charged for custodial and other services as determined by the CEO.

Class 4: Building Used by Noncommercial Community, Civic, or Service group from within the bounds of the Bedford Area School District in which there is an admission charge or offering solicited-

These groups are noncommercial and provide a community service or plan to use the proceeds of the event for the benefit of the community. (The Elks, Rotary, Lions or other civic club having fund raising dinners might be examples). A reduced rental fee will be charged plus payment of custodial or special service costs as determined by the CEO.

Class 5: Building Used by a Commercial Group from within the bounds of the Bedford Area School District in which there is not an admission charge or offering solicited-

This group uses the facility for a personal or business interest of the sponsoring organization. A rental fee will be charged according to the approved schedule in addition to payment of all custodial or service fees as determined by the CEO. (Local Industry group safety, technology, or self-defense training might be an example).

Class 6: Building Used by a Commercial Group from within the bounds of the Bedford Area School District, Serving Personal Interests, and charging admission or soliciting an offering-

Regular rental fee will be charged in addition to payment of all custodial or service fees as determined by the CEO.

Class 7: Building Used by Groups from Outside of the bounds of the Bedford Area School District attendance areas-

These are groups that are not associated with the school district on an educational or service basis. Rental fees will be charged as determined by the CEO after careful review to determine whether or not permission should be granted, whether or not all liability needs are met, and whether or not the request should be presented to the School Board for approval.

USE OF FACILITIES- RENTAL FEE CHART

CLASSIFICATIONS

HHCS	1	2	3	4	5	6	7
Gymnasium				\$100	\$125	\$150	TO BE DETERMINED BY CEO
Cafeteria				\$50	\$60	\$70	
Kitchen & Cafeteria				\$80	\$90	\$120	
Special Rooms: Art, Music, Etc. (3 hrs.)				\$40	\$50	\$60	
Athletic Field				\$30 per hr	\$40 per hr	\$50 per hr	
Regular Classroom per evening (3 hrs.)				\$30	\$40	\$50	
Library				\$50	\$60	\$70	

USE OF FACILITIES-LABOR & SERVICES FEE CHART

Personnel- All costs are per overtime hour and include employer overhead costs.

- | | |
|--------------------------|--------------|
| 1. Maintenance | \$20.00/hour |
| 2. Food Service Employee | \$20.00/hour |

*Fees Subject to periodic review by the Board
Board Approval: 7/30/15

HOPE for Hyndman Charter School Use of Facilities
INDEMNIFICATION, HOLD HARMLESS AND FEE AGREEMENT

This Agreement ("Agreement"), made this _____ day of _____, 20____, by and between HOPE FOR HYNDMAN CHARTER SCHOOL, 130 School Drive, Hyndman, Pennsylvania (the "School"), and _____, with an address of _____ (the "Organization").

The Organization wants to use the School's _____ (the "Facility"), for _____ (state purpose).

The School is willing to allow the Organization to use the Facility for this purpose on certain terms and conditions including payment of the fee of _____ (the "Fee") and indemnification by the Organization, which is the purpose of this Agreement.

In consideration of the use of the Facility, the School and the Organization, intending to be legally bound hereby, do covenant and agree as follows:

1. The Organization shall pay the Fee no less than five (5) business days prior to use of the Facility unless otherwise agreed to in writing by the Charter School's Chief Executive Officer.
2. The Organization shall indemnify, defend and hold harmless the School, its officers, board members, agents, employees and volunteers from any costs, expenses (including reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind, arising from the Organization's use of the Facility under this Agreement, even if such claim arises in whole or in part from the negligence of the School, unless such claim is wholly the result of the gross negligence or willful misconduct of the School. In the event that a claim is made or an action is brought against the School covered by the provisions of this

Agreement, the School may direct the Organization to assume the defense of any such claim or action, the reasonable costs of which shall be paid by the Organization, or the School may assume the defense of the any such claim or action, the reasonable costs of which shall be paid by the Organization.

3. For organizations classified as Classification 3-7 on the "Use of Facilities Rental Fee Chart", the Organization shall maintain a comprehensive general liability insurance policy with a company or companies authorized to do business in the Commonwealth of Pennsylvania providing a minimum liability amount for personal injury (or death) and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) combined single-limit. The Organization covenants to maintain such liability insurance in full force and effect and to name the School as additional named insureds throughout the duration of its use of the Facility. The Organization shall provide the School with a certificate demonstrating such insurance before the Organization's first use of the Facility, and on the request of the School.

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WAIVER OF CLAIMS

The undersigned hereby releases and waives any claims that the undersigned may now or hereafter have against the Charter School, it's sponsors, trustees, officers, employees, or its assigns from and against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the undersigned may incur as a result of Organization's use of Charter School's facilities including, without limitation, personal injury and damages thereof including loss of income, earnings, bodily injury, pain and suffering, emotional or mental distress and any and all medical expenses.

The foregoing provisions shall be fully binding upon and shall be effective against the undersigned, its volunteers, sponsors, trustees, officers, employees, successors or its assigns or its legal representatives and shall apply to the actions of the undersigned, the undersigned's, guests, employees or agents.

By signing below, the undersigned, on behalf of the Organization, understands and accept these requirements and provisions.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed by their

respective officers as of the day, month and year first above written.

**HOPE FOR HYNDMAN
CHARTER SCHOOL**

Dated:

By: _____
Title: _____

ORGANIZATION

Dated:

By: _____
Title: _____

