

TASD Facilities Usage Guidelines and Rental Fees

School facilities will be made available for use by School District related individuals and organizations; Community non-profit resident organizations; Continuing Education Programs; Non Resident Non-profit Organizations; For Profit/Private Interest groups; and PIAA county, District, Tournaments and Playoff competitions provided that such use does not interfere with the educational programs of the District. School groups that have been approved to use the facilities will take precedence over non-school groups. Facility usage requests will be reviewed in the order in which they are received.

Facilities use permission may be granted when a properly executed facilities request form has been received and approved by the Superintendent or his/her designee. The determination of whether or not an organization qualifies as a community organization is the responsibility of the TASD Board of School Directors and the decision is final.

Group Descriptions:

Group A: School District Related Individuals and Organizations such as but not limited to

1. Students who are authorized and supervised to conduct programs directly related to school curriculum (i.e. senior project)
2. PTG/Booster groups
3. Student Clubs
4. Music: Marching Band, Concert band, regional and county band/organizations
5. Educational/Professional meetings of TASD employee groups
6. Groups working directly for the benefit and interest of the school
7. Educational Organizations (i.e. NWPMSA, PASAP, PIAA, PSBA, TRLC)

Building rental fees are waived. Custodial, Cafeteria, Equipment and Technology fees may be assessed for those personnel not otherwise scheduled to be on duty and for applicable contracted custodial/consumable and/or kitchen services. The Board or its designee reserves the right to waive any and all fees if appropriate.

Group B: Community Non-Profit Resident Organizations such as but not limited to

1. Civic Service/Community Organizations (non-profit/non-competitive) i.e. United Way
2. Civic Clubs i.e. Kiwanis, Lions, Rotary, etc.
3. Municipal Governmental Bodies/Chamber of Commerce
4. Girl Scouts and Boy Scouts
5. 4-H
6. Fire Departments
7. Police Departments
8. Youth Wrestling
9. Youth Football
10. YMCA/YWCA

Building rental fees and other applicable fees may apply. See schedule of fees and general conditions. The Board reserves the right to waive any and all fees if appropriate.

Group C: Continuing Education Programs such as but not limited to

1. University of Pittsburgh at Titusville
2. Community College of the Upper Allegheny's
3. Rural Regional College of Northern Pennsylvania

Building rental fees and other applicable fees may apply. See schedule of fees and general conditions. The Board reserves the right to waive any and all fees if appropriate.

Group D: Non Resident Non-Profit Organizations such as but not limited to

Organizations having their offices outside the T ASD boundaries, that exist for service to the community, and that qualify under Internal Revenue Service rules as a non-profit organization. In order to qualify for this classification, the purpose for the request for the use of the facility must be for a non-profit reason.

Building rental fees and other applicable fees will apply. See schedule of fees and general conditions.

Group E: For Profit/Private Interest Groups such as but not limited to

1. Individuals wishing to rent facilities for parties, receptions, etc.
2. Any organization or business existing as a commercial or profit-making organization

Building rental fees and other applicable fees will apply. See schedule of fees and general conditions.

Group F: PIAA County, District, Tournaments and Playoff Competitions

Fees to be negotiated by the Athletic Director, Building Principal and Superintendent. Superintendent is to include in Board report.

HOLD HARMLESS AGREEMENT

1. INSURANCE

Each application must be accompanied by a certificate of insurance naming the Titusville Area School District as an additional insured under the applicant's policy for all activities anytime the facility is used by the named insured in an amount no less than 1 million dollars. Notice of cancellation of the above described insurance policy shall be given to the Titusville Area School District as provided by law.

2. DAMAGE TO FACILITIES AND/OR EQUIPMENT

The applicant agrees to reimburse and shall pay all costs to the Titusville Area School District for any damage to the facilities or equipment to its condition prior to the time of use.

3. INDEMNIFICATION

The applicant agrees to hold harmless, indemnify, and defend the School District, its Board members, its officers, its agents, and its employees from every claim or demand, which may be made by reason of: (1) Any injury to Applicant, persons employed by Applicant, Applicant's agents, or Applicant's personal property, which was caused by Applicant or Applicant's employees or agents pursuant to Applicant's use of the School District's facilities; and (2) Any injury to persons or property sustained by any person, organization, or other entity caused by any act, neglect, default, or omission by Applicant or Applicant's employees or agents upon or in connection with Applicant's use of the School District's facilities.

General Conditions

1. All rental fees will be paid ten (10) days in advance of the event, with overages or shortfalls being billed or reimbursed after the event.
2. School functions have priority for use of any kind and all facilities. The School District reserves the right to cancel, reschedule or relocate any use of school facilities without prior notice. An effort will be made to contact the organization representative as soon as any conflict in scheduling is determined.
3. Each user shall present a certificate of liability insurance with a company satisfactory to the District with limits of at least one million dollars with the District listed as another insured on the policy. The certificate shall bear an endorsement guaranteeing that coverage will not be terminated without at least ten (10) days written notice to the District. This provision shall not apply to any organization included in Group A.
4. The District shall be held harmless by the user for any liability that arises from the use of the school facilities.
5. Individuals shall not use, access or enter any portions of the school facilities or their contents not specified in the approved written request form.
6. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form.
7. Facility use hours are calculated from the time the first person enters until the last person leaves; the building is cleaned and secured. All activities must terminate by 11:00 PM. Exceptions will require the Superintendent's recommendation and Board approval.
8. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school district.
9. School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of school equipment must accept all liability for any

damage to or lost/stolen equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator provided by the school.

10. Any group or person using any facility of the district shall be totally responsible for any and all damages which happen during the time when the building/grounds are being used by the group/person whose name appears on the Facility Use Request form. The group/person will be billed for such damages and shall be required to make payment to the school district for these damages within ten (10) days of the billing date. It is also the responsibility of the group/person renting said facilities/grounds to file the claim(s), etc., with the insurance company if the organization has said coverage.
11. Prohibited Activities include, but are not limited to, the possession, distribution and use of tobacco, illegal drugs and alcoholic beverages; possession of weapons; conduct would alter damage or be injurious to and 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 Administration or the Board.
12. Pre and post-inspections may be completed by the Director of Buildings and Grounds or his/her designee in concurrence with a designee of the organization. If the inspection is performed during school hours, no charge will be incurred. Inspections after 3:00 PM on weekdays or on weekends will be subject to the fees listed.
13. A date which has been cleared and assigned for a non-school group (Class B, C, D and E) may be changed only for good reason, which shall be presented to the Superintendent or designee in writing.
14. The use of school facilities shall not be granted for partisan political activities, church services or any purpose prohibited by law.
15. With the exception of the THS Natatorium, facilities will not be available on Sundays, holidays, or any day schools are closed due to weather or other emergencies except with prior administrative approval.
16. There will be no alterations to the facilities such as nails, screws, paint, etc.
17. There may be an excessive clean-up service fee charged resulting in problems/issues caused by the organization.
18. A responsible adult representative from the organization desiring to use the school facilities must fill out and sign the Facility Use Request form located in the District office. Adequate adult supervision is required for all activities. Chaperones, attendants, supervisors, scoutmasters, etc. shall remain at the facility until all persons have left.

19. There will be no entry into school buildings prior to 3:30 PM Monday – Friday when school is in session, without specific approval of the superintendent or designee.
20. Custodial fees will be charged in addition to the schedule of fees if deemed necessary.
21. The kitchen facilities of the cafeteria shall never be used without the presence of the Cafeteria Supervisor or personnel designated by the Supervisor. A fee for this service will be added to the schedule of fees. School breakfast/lunch supplies shall not be used.
22. Proper shoes shall be used in the gym at all times.
23. The presence of a uniformed police officer may be required for all public events if deemed necessary by the District and will be at the expense of the organization using the facility.
24. There will be no Fire Code violations such as extra seating being placed in the aisles. Organizations will be responsible for keeping all fire lanes and driveways open. Organizations will employ Parking Supervision if deemed necessary by the District.
25. Each group will supply their own materials unless otherwise noted on application.
26. All groups are responsible for cleaning up their own materials.
27. Organizations will be financially responsible for activating security alarms and/or false fire alarms during the time of facility rental.
28. Organizations cannot privately negotiate with an employee or contracted service provider of the district to work at an event.
29. No group or person receiving a Facility Use Contract shall assign their rights under such contract to another group or person.
30. The District shall not be responsible for props, non-school equipment and/or personal items belonging to persons using school facilities.
31. When renting a classroom, please note that you are NOT permitted to do any of the following:
 - a. Do not use or survey items on teachers' desks or work areas
 - b. Do not erase items on the board or remove items from a bulletin board
 - c. Do Not use classroom items such as books, papers, crayons, etc.
 - d. Do not leave the classroom in disarray
32. School property shall not be removed from school premises.
33. A violation of these prohibitions may result in the revocation of any grant of school facility use.

34. Any event or request that has been approved by the Superintendent/Board prior to the *enactment of these revised guidelines and rental fees will be grandfathered under the previous rates.

***Enactment Date of Revised Guidelines and Rental Fees: October 21, 2013**

Consideration of Charges for services and supplies in addition to the rental fee schedule:

1. **Custodial/Consumable Fees** – \$35.00 per hour per individual custodian scheduled to work the event.
2. **Maintenance Fees** – \$35.00 per hour per individual scheduled to assist with the transportation and setup and take down of the event such as chairs, tables, stages, electrical connections etc.
3. **Food Services Fees** – \$20.00 per hour per individual scheduled to work the event.
4. **Administrative Fee** – The District may require an administrator or supervisor to be present for non-district related functions. If an administrator or supervisor is required to attend, an administrative fee of \$75.00 dollars will be charged.
5. **Auditorium/Light/Sound/Stage Managers Fees** – Currently \$8.00 for student helpers, Stage manager
6. **Audio/visual Equipment Usage Fees:** The use of any equipment must be included with all facility use requests and the use thereof shall be at the discretion of the Administration.

Television	\$10.00/hour
VCR/DVD	\$10.00/hour
Overhead Projector	\$15.00/hour
Podium w/Speaker System	\$15.00/hour
Auditorium Lighting	\$30.00/hour
Carter Field Lighting	\$30.00/hour

7. In addition of the above noted fees, organizations shall reimburse the school district the wages, fixed charges, and fringe benefits of custodians, cafeteria employees, police, stage crew, etc. who may be required to work the event. Overtime rates apply to Saturday and Sunday events, and whenever an employee is not normally on duty. Time will be calculated from the time the facility is opened for set-up until the cleanup has been completed and the doors are locked.