

RENTAL AGREEMENT

Updated August, 2018

Taipei American School is committed to the health, safety and security of all community members. We look to each member to uphold our values of Respect, Responsibility, Kindness, Honesty, and Courage in any interaction at school. We expect all community members to be compassionate and civil in all personal interactions with all community members at all times.

I, _____ (hereinafter referred to as the "Renter"), join the Taipei American School (hereinafter referred to as "TAS" or the "school") in their commitment to the safety and security of our community and do hereby enter into a rental contract with TAS for the use of the _____ on _____ from _____, 20__ to _____, 20__ from __:___ to __:___ for the purpose and number of participants described in my rental application.

I understand TAS will invoice me for the complete rental fee as indicated in the fee schedule, as adjusted to account for refunds and cancellation fees. _____

I acknowledge that I have personally informed all event participants or their legal guardians that there are inherent risks in participation in the above-specified activity/event and they and I understand, agree, and assent that TAS is not responsible for any injuries or damages incurred as a result of their participation in said activity/event. _____

I acknowledge and agree that at the time of my rental I, or my Representative, will inspect the above-specified facilities prior to use, confirm that the facilities' condition, configuration and surface fully meet the event requirements including any and all health and safety requirements, fire and sanitary regulations, and will sign a Facilities Condition Statement assenting to the same. Should I not personally inspect and elect to have my Representative inspect and certify said space in my stead, I agree to be bound by their acceptance and assent to said statement. _____

I agree that the rental space will only be used for the event and description specified in my rental application and for no more participants than are on record in the TAS Facilities Office and/or the TAS Security Office. _____

I have read the following Facilities Use Rules: _____

Facilities Use Rules

Updates August, 2018

1. The Renter shall comply with all Taiwanese laws and regulations related to the use of TAS facilities. Violations of Taiwanese law will result in immediate loss of rental privileges without appeal. (TAS Values: Honesty, Safety & Security)
2. The Renter is solely responsible for supervising their employees, representatives, contractors and event participants at the rented facility during the event. (TAS Values: Responsibility, Respect, Safety & Security)
 - a. TAS is not responsible for providing supervision. TAS reserves the right to evict individuals from the facility during the event if their conduct is deemed to be detrimental in any way.
3. Adult supervision must be present in all facilities when in use. Students are not allowed to use facilities without adult supervision. (TAS Values: Responsibility, Safety & Security)
 - a. Two adults must be present; additionally all Renters must maintain an appropriate adult to student ratio consistent with TAS divisional standards.
 - b. If the designated adult supervisors are not present, students must wait until the supervisors have arrived before accessing the rented facilities and/or engaging in event activities.
4. The Renter is solely responsible for the safety of their employees, the participants, or contractors present at the facility and adjoining property of TAS in relation to the event. (TAS Values: Responsibility, Safety & Security)
5. The Renter or an adult supervisor shall immediately report to the facilities office, security office, or sports support staff any personal injuries or property damage arising at any time during, arising out of or in any way connected with the Renter's use or occupancy of the facility and/or TAS campus. (TAS Values: Honesty, Safety & Security)
6. The Renter shall indemnify, defend and hold harmless TAS, its Board of Directors, its employees and representatives from any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries to any person or persons or damage to property arising at any time during, arising out of or in any way connected with the Renter's use or occupancy of the facility and/or TAS campus, unless solely caused by gross negligence or willful misconduct of TAS. (TAS Values: Responsibility)
7. The Renter waives any right of recovery against TAS, its Board of Directors, its employees or representatives for fires, floods, earthquakes, civil disturbances, regulation of any public authority and other causes beyond their control. The Renter shall not charge results of "acts of God" to TAS or its officers, employees or agents. (TAS Values: Responsibility)
8. The Renter waives any right of recovery against TAS, its Board of Directors, its employees or representatives for indemnification, contribution or declaratory relief arising out of or in any way connected with the Renter or their authorized participants' use or occupancy of the facility, even if TAS, its officers, employees or agents seek recovery against the Renter. (TAS Values: Responsibility)

9. Food and drink (other than water) are not allowed inside gymnasiums or on the athletic fields. (TAS Values: Respect, Safety & Security)
10. Facilities are to be returned to their original condition upon conclusion of the rental period. (TAS Values: Respect, Responsibility, Kindness)
 - a. The Renter shall be responsible for all event clean-up of the facility at the end of the rental.
 - b. The Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with their use of the facility, leaving the facility and the TAS campus clean and free of all trash and litter associated with the rental.
 - c. TAS, at its sole discretion, may require cleaning or other personnel for the event. The Renter shall be responsible for any and all personnel costs on a cost recovery basis. In the event the excessive cleaning is necessary, the Renter shall be charged for any and all janitorial and/or repair fees incurred by TAS as a result on a cost recovery basis.
11. The Renter shall be responsible for any and all damage to the facility and/or its contents and to the adjoining property of TAS during the use, excluding normal wear and tear. In the event the damage occurs, the Renter shall be charged for any and all repair/replacement fees incurred by TAS as a result of same and these fees shall be billed to the Renter on a cost recovery basis. (TAS Values: Honesty, Responsibility)
12. The Renter shall not admit a larger number of participants than indicated in their rental application without notifying the TAS Facilities Office in writing or email and without the registered adult supervisor notifying TAS Security upon arrival. (TAS Values: Honesty, Responsibility, Safety & Security))
13. TAS facilities are available for rent to TAS students, parents and alumni. (TAS Values: Honesty, Respect, Safety & Security)
 - a. Non-TAS security ID card holders are not permitted to use rented TAS facilities, even if accompanied by a valid TAS security ID card holder. No "guests" (persons with no official connection to or with TAS) are allowed.
 - b. All private outside coaches must successfully complete the TAS pre-approval process and receive a TAS security ID card.
14. All outside coaches and TAS students must abide by TAS and IASAS guidelines governing non-league play and unofficial/non-sponsored team and/or individual activities. (TAS Values: Honesty, Courage)
15. There are three rental periods per TAS school year: fall (first) semester, spring (second) semester, and summer break. Exact dates for these seasons will vary each year and will be provided by the Facilities Office. (TAS Values: Respect)
16. Renters with existing rental recurrences may roll their reserved time slot into the next rental period.
17. Renters may rent a specific time slot for an entire rental period, but are limited to one, 90 minute time slot per week. Single use/one-time rentals can be made for available/open facility time slots. (TAS Values: Respect, Kindness)
18. Facilities are not available to rent on days when the school campus is closed (including Autumn Break, Thanksgiving Break, Winter Break, Chinese New Year Break, Spring

- Break, and any other school calendar holidays), be these closures planned or unplanned. (TAS Values: Safety & Security)
19. Single time Renters will be invoiced the appropriate rental fees after their event has concluded. Recurring Renters will be invoiced at the end of each rental period for their facilities use. All rental fees shall be remitted to the TAS Cashiers' Office. (TAS Values: Honesty, Responsibility)
 20. Instances where TAS must eliminate a previously approved rental occurrence will not result in a cancellation fee neither will a rental fee be assessed. (TAS Values: Honesty)
 21. Rental reservations are non-transferable. (TAS Values: Honesty)
 - a. Under no circumstances shall the Renter sublet to any other organization or individual the use the rented facility for the period for which the Renter has contracted it.
 - b. The Renter is an independent contractor and not a representative or employee of TAS and as such has no authority whatsoever.
 22. Rental facilities' usage must be consistent with the description submitted in their rental application. (TAS Values: Honesty, Safety & Security)
 23. In instances where individuals not in the Renter's party are using rented TAS facilities, Renters should immediately contact TAS authorities. It is not the responsibility of Renters to ask unauthorized users to vacate the premises, that is the job of TAS authorities and TAS Security personnel. (TAS Values: Respect, Safety & Security)
 24. The Renter shall permit any TAS employees or representatives access to the rented space and to observe the event described in the Renter's event application. (TAS Values: Respect, Safety & Security)
 25. TAS usage has priority in facilities. (TAS Values: Respect)
 - a. If a school activity runs into a rented reservation time, Renters will need to wait until the school event is completely finished and all competitors, coaches, students, and personnel have exited before using the facility.
 - b. All reservations will end at the scheduled time, even if the reservation was delayed by a TAS event.
 - c. The Facilities Office will make every effort to notify Renters of delays due to a school competition or event, and a prorated refund of the rental fees will be issued for delays of more than 15 minutes.
 26. Facility Renters are not allowed access to rented spaces before their reserved time slot even if the space is not being used. All reservation occupants must vacate the rented facilities at the completion of their rented time slot, even if the space is open after their reserved time. (TAS Values: Honesty, Responsibility, Safety & Security)
 27. Rented time slots are inclusive of setup and take-down of equipment. (TAS Values: Honesty, Respect)
 - a. Renters are not allowed to set up equipment, nets, etc. until the start of their officially rented time slot.
 - b. All take-down activities must be completed by the conclusion of the rented time slot.

28. Renters who will not be using their reserved time slot on any given day are to notify the Facilities Office. (TAS Values: Responsibility, Kindness)
29. Rental fee refunds will be issued for cancellations made two or more TAS business days in advance of the original reservation. Cancellations later than that time will be charged. Failure to show up for a rental reservation (without any prior cancellation notice) may result in the cancellation of future reservations. (TAS Values: Honesty, Responsibility)
30. The Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind therein. (TAS Values: Respect, Safety & Security)
31. TAS will not set up, take down, or provide any equipment except for volleyball nets, badminton standards and basketball hoops. (TAS Values: Respect, Safety & Security)
 - a. Renters requesting use of volleyball nets or basketball hoops must make arrangements in advance through the Facilities Office.
 - b. TAS will allow Renter use of TAS's badminton standards but is not responsible for setting up or taking down said standards and said standards must be returned to the place they were found at the conclusion of the rental time period..
32. The Renter shall not store any equipment or materials at the facility without prior written approval of the TAS Facilities Office. (TAS Values: Respect)
33. The Renter shall not remove, relocate or take TAS 's property outside of the rented facility space for any reason without prior written approval from the TAS Facilities Office. (TAS Values: Respect, Safety & Security)
34. The Renter shall not use TAS's equipment, tools or furnishings located in or about the facility without prior written approval of the TAS Facilities Office. (TAS Values: Respect, Safety & Security)
35. The Renter shall not record, televise or broadcast the event or any portion thereof without prior written approval of the TAS Facilities Office. (TAS Values: Safety & Security)
36. Alcohol, smoking, gambling and/or drugs of any kind are not permitted at or during TAS facilities rentals. (TAS Values: Honesty, Respect, Safety & Security)
37. TAS may impose additional requirements as deemed necessary to protect the health, safety and/or welfare of Renters, students, faculty, staff, bystanders, employees, or any other person. (TAS Values: Safety & Security)
38. If the Renter violates any part of these Rules or reports false information to TAS, TAS may deny the Renter further use of the facility. (TAS Values: Honesty)
39. In instances of gross violations (as determined by TAS administration) of TAS Rules, Regulations, Policies, Standard Operating Procedures, the TAS Civility Clause and/or these Facilities Use Rules, a Renter may lose future bookings without prior warning. (TAS Values: Honesty, Safety & Security)
40. In instances of rental privilege revocation, a Renter may appeal by requesting, in writing, reinstatement of their rental privileges before the start of the next rental period. Reinstatement requests must be submitted to the Facilities Office and will be reviewed for approval or denial by TAS. (TAS Values: Respect, Kindness)

- 41. Violations of TAS and/or IASAS rules, policies and/or procedures will be reported to TAS and/or IASIS authorities. (TAS Values: Honesty)
- 42. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and in effect. (TAS Values: Honesty, Respect, Responsibility, Safety & Security)

I agree to all the aforementioned conditions laid forth in this Rental Agreement and affix my legal signature hereto:

Renter Signature

Date

Renter Printed Name

Renter Emergency Cell #

Renter Email Address

Larry Kraut, Chief Operating Officer

Date

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